



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

NCC-CCN

Quebec Urban Lands
Maintenance
Management Services

Request for Proposal

Table of Contents

1	GENERAL INFORMATION	- 1 -
1.1	INTENT	- 1 -
1.2	SCOPE	- 1 -
1.3	SECURITY REQUIREMENTS	- 1 -
1.4	STATEMENT OF WORK.....	- 1 -
1.5	CONTRACT DURATION	- 2 -
1.6	DEBRIEFINGS	- 2 -
1.7	TRADE AGREEMENTS.....	- 2 -
2	BIDDERS INSTRUCTIONS	- 3 -
2.1	STANDARD INSTRUCTIONS.....	- 3 -
2.2	BID SUBMISSION AND SITE VISIT.....	- 4 -
2.3	ENQUIRIES.....	- 4 -
2.4	GOVERNING LAWS AND FORUM.....	- 5 -
3	BID PREPARATION INSTRUCTIONS	- 6 -
3.1	BID PREPARATION INSTRUCTIONS	- 6 -
4	EVALUATION PROCEDURE AND BASIS OF SELECTION	- 7 -
4.1	EVALUATION PROCEDURES.....	- 7 -
4.2	TECHNICAL EVALUATION.....	- 7 -
4.2.1	<i>Mandatory Technical Criteria.....</i>	<i>- 7 -</i>
4.2.2	<i>Point Rated Technical Criteria (refer to Annex C).....</i>	<i>- 7 -</i>
4.3	FINANCIAL EVALUATION	- 8 -
4.4	BASIS OF SELECTION.....	- 9 -
4.5	NEGOTIATIONS.....	- 9 -
5	CERTIFICATIONS, CONDITIONS OF CONTRACT AWARD AND ADDITIONAL INFORMATION	- 10 -
6	RESULTING CONTRACT CLAUSES	- 11 -
6.1	DEFINITIONS.....	- 11 -
6.2	SECURITY REQUIREMENTS	- 15 -
6.3	STATEMENT OF WORK.....	- 16 -
6.4	STANDARD CLAUSE AND CONDITIONS	- 16 -
6.4.1	<i>Denial of Partnership</i>	<i>- 16 -</i>
6.4.2	<i>Warranty.....</i>	<i>- 16 -</i>
6.4.3	<i>Damage Caused by the Contractor</i>	<i>- 16 -</i>
6.4.4	<i>Sub-Contracting</i>	<i>- 17 -</i>
6.4.5	<i>Time is of the essence</i>	<i>- 17 -</i>
6.4.6	<i>Force Majeure</i>	<i>- 17 -</i>
6.4.7	<i>Inspection Rights</i>	<i>- 17 -</i>

Quebec Urban Lands Maintenance Management Services

6.4.8	<i>Audit</i>	- 18 -
6.4.9	<i>Compliance with applicable laws</i>	- 18 -
6.4.10	<i>Amendment</i>	- 18 -
6.4.11	<i>Outright Assignment Prohibited</i>	- 18 -
6.4.12	<i>Change in Control</i>	- 18 -
6.4.13	<i>Exceptions</i>	- 19 -
6.4.14	<i>Suspension of the Work</i>	- 19 -
6.4.15	<i>NCC Termination Right</i>	- 19 -
6.4.16	<i>Contract Termination</i>	- 19 -
6.4.17	<i>Deliveries on Termination</i>	- 19 -
6.4.18	<i>Rights on Termination</i>	- 19 -
6.4.19	<i>Conflict of Interest</i>	- 19 -
6.4.20	<i>Entire Contract</i>	- 20 -
6.4.21	<i>Access to Information</i>	- 20 -
6.4.22	<i>Joint Venture Submissions</i>	- 20 -
6.5	TERM	- 20 -
6.6	AUTHORITIES	- 22 -
6.6.1	<i>Contracting Authority</i>	- 22 -
6.6.2	<i>Contract Management Officer (CMO)</i>	- 22 -
6.6.3	<i>Contractor’s Representative</i>	- 22 -
6.7	PAYMENT	- 23 -
6.7.1	<i>Basis of Payment</i>	- 23 -
6.8	PRIORITY OF DOCUMENTS	- 23 -
6.9	ALTERATIONS TO THE SCOPE OF THE CONTRACT.....	- 24 -
6.10	COST ESTABLISHMENT PROCESS.....	- 24 -
6.11	ADDITIONS TO CONTRACT	- 25 -
6.12	RE-ALLOCATION	- 25 -
6.13	WITHDRAWALS TO CONTRACT – GENERAL.....	- 25 -
6.14	WITHDRAWAL OF AN ENTIRE SITE/REPORTING UNIT /SERVICE	- 25 -
6.15	WITHDRAWAL OF ACTIVITIES/SUB-ACTIVITIES.....	- 26 -
6.16	STANDING OFFER AGREEMENT (SOA)	- 26 -
6.17	DISPUTES	- 26 -
6.18	PROHIBITED TRANSACTIONS	- 27 -
6.18.1	<i>Contracting With NCC Employees</i>	- 27 -
6.18.2	<i>Contracting With Related Corporations</i>	- 27 -
6.18.3	<i>Exception</i>	- 27 -
6.19	INDEMNITIES.....	- 27 -
6.19.1	<i>Unconditional Obligation to Perform</i>	- 27 -
6.19.2	<i>Liability for Payments</i>	- 27 -
6.19.3	<i>Forbearance Not to Constitute Estoppel</i>	- 27 -
6.19.4	<i>Indemnity Survives Disclaimer or Other Determination</i>	- 28 -
6.19.5	<i>Primary Liability</i>	- 28 -
6.19.6	<i>No Obligation to Exhaust Other Remedies</i>	- 28 -
6.20	INSURANCE.....	- 29 -

6.20.1	<i>Minimum Coverage</i>	- 29 -
6.20.2	<i>Assignment of Insurance</i>	- 29 -
6.20.3	<i>Premiums</i>	- 29 -
6.20.4	<i>Non-Cancellation</i>	- 30 -
6.20.5	<i>Evidence of Insurance</i>	- 30 -
6.20.6	<i>Acknowledgement of Release by Contractor of Claims & Indemnity</i>	- 30 -
6.20.7	<i>Additional Insured's</i>	- 30 -
6.20.8	<i>Indemnity</i>	- 30 -
6.20.9	<i>Co-Insurance</i>	- 30 -
6.20.10	<i>Coverage Not Available</i>	- 31 -
6.20.11	<i>Exclusion of Limitations on Contractor's Liability</i>	- 31 -
6.20.12	<i>Periodic Review</i>	- 31 -
6.20.13	<i>Severability of Provisions</i>	- 31 -
6.20.14	<i>Headings & Table of Contents</i>	- 31 -
6.20.15	<i>Conflict between Provisions</i>	- 31 -
6.20.16	<i>Extended Meanings</i>	- 31 -
6.20.17	<i>Notice</i>	- 32 -
6.20.18	<i>Time of the Essence</i>	- 32 -
6.20.19	<i>Joint & Several Liability</i>	- 32 -
6.20.20	<i>Further Assurances</i>	- 32 -
6.20.21	<i>Paramountcy of Federal Authority</i>	- 33 -
6.21	DENIAL OF PARTNERSHIP	- 33 -
6.21.1	<i>Successors</i>	- 33 -
6.21.2	<i>Representation & Warranty Regarding Authority</i>	- 33 -
6.21.3	<i>Access to Information</i>	- 33 -
6.21.4	<i>No Offer</i>	- 33 -
6.21.5	<i>Disputes</i>	- 33 -
6.21.6	<i>Ownership of Intellectual Property</i>	- 34 -
6.21.7	<i>Limitations on Contracting Authority</i>	- 34 -
6.21.8	<i>Prohibition</i>	- 35 -
6.22	DEFAULT PROVISIONS.....	- 35 -
6.22.1	<i>Default</i>	- 35 -
6.22.2	<i>Appointment of an Administrator</i>	- 37 -
6.22.3	<i>Remedies Generally</i>	- 38 -
7	ANNEX A - STATEMENT OF WORK (SOW)	39

Annex A – Statement of work, including annexed site maps

Annex B – Tender and Contract security

Annex C – Point Rated Technical Criteria

Annex D – Financial Proposal

Annex E – Not applicable

Annex F - Not applicable

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

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

The CS Branch also fulfills its terms of reference with respect to visitor products and services, such as parks, recreational facilities, green space, the Capital Pathway, the Floral Program, the Rideau Canal Skateway and the Sunday Bikedays program. The Branch also delivers support services to events that enhance the Capital's position as a prime destination for Canadians.

1.5 CONTRACT DURATION

With this RFP, the NCC will conclude a five-year (5) Contract beginning April 1, 2021 and ending March 31, 2026. At its sole discretion, the NCC may exercise one (1) successive five (5) year option 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
- 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 emails: Email #1 and Email #2

2.2 BID SUBMISSION AND SITE VISIT

BID CLOSING DATE: **September 14, 2020 at 3:00 EST**

SEND PROPOSALS TO:

Bids-Soumissions@ncc-ccn.ca

Refer to NCC tender file # NR194

It is the Bidders responsibility to ensure Proposals and all related documents are received at the specified email 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 transmitted Proposals will be treated as non-compliant and will receive no further consideration.

Site Visit (non-mandatory)

Proponents are invited to attend, at their cost, a site visit. The site visit will commence promptly at 10:00 am Ottawa time on September 1, 2020 at Lake Leamy Park, Gatineau, Quebec. Google map link: <https://www.google.ca/maps/@45.4553384,-75.7115897,15z>

Attendance at the site visit is limited to no more than two (2) representatives per Bidder. Bidders are asked to confirm their attendance at the site visit no later than August 27, 2020 to Nathalie Rheault at e-mail nathalie.rheault@ncc-ccn.ca . Bidders are advised to be on time.

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

2.3 ENQUIRIES

ADDRESS ENQUIRIES IN WRITING TO: Nathalie Rheault, email nathalie.rheault@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 Quebec.

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

3 BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

EMAIL #1

Mandatory requirements

- Tender Security in the form of a Bid Bond. Note: Due to the current situation related to Covid-19, a fully signed and sealed Bid Bond in a scanned Adobe pdf format is the only form of Tender Security the NCC will accept at this time.
- Company profile
- Financials

AND

Technical proposal

- One (1) Adobe pdf of the Technical Proposal which must include all the elements identified in Annex C.

EMAIL #2

Fee proposal

To be submitted in a separate email. 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 separate email from email #1 and clearly marked email #2 (do not insert any other documents in this email). 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	ANNEX C 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 28 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
--------------------	-------	-----------	-------

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

Stage 3: Operations Plan (80 points)

Each technical proposal must attain a minimum of 56 points out of 80 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
Integration of environmental guidelines (Appendix 2-D)	Rated	20 points	3.5.6

56 points required to pass and proceed to stage 3 80 points

Total of Point Rated Technical Criteria: 120 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.

4.3 FINANCIAL EVALUATION

Stage 4: Financial Evaluation (refer to Annex D)

The financial proposal email 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: 70 points

The bid with the lowest evaluated GRAND TOTAL for Annex D-A-1 will receive 70 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 58.3 points ($\$ 100,000 / \$ 120,000 \times 40 \text{ points} = 58.3 \text{ points}$)

Annex D-A-5: Unit Rates Proposal for SOA Maximum Score: 10 points

The bid with the lowest evaluated SUB-TOTAL for Annex D-A-5 will receive 10 points. The other bids will be allocated pricing points prorated against the lowest evaluated SUB-TOTAL for Annex D-A-5. 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 8.3 points ($\$ 10,000 / \$ 12,000 \times 10 \text{ points} = 8.3 \text{ points}$)

4.4 BASIS OF SELECTION

Highest Combined Rating between Technical Merit (120 points) and Total Evaluated Price (80 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 6-A)
- 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 Quebec. 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.

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

“Hourly Rate/Unit Price” means cost allocated to the services described in Annex D-A-(5) 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 upkeep, 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 NR194 for the Quebec Urban 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, 2021 and terminating March 31, 2026 and may include one (1) successive five (5) year option 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 'la Commission des normes, de l'équité, de la santé et de la sécurité du travail' (CNESST). 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.

6.4.22 Joint Venture Submissions

The NCC will accept Tenders from joint venture entities. Note that all Tenders, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the ITT, must be signed by an authorized representative of each of the firms comprising the joint venture. A Tender submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with the Tender must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the ITT as well as any Contract awarded as a result of the ITT. Note that if the successful Bidder is a joint venture, the signed joint venture agreement must be presented prior to Contract award. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements.

Note: A joint venture whereby Contractors separate Contracting activities (e.g. Landscape and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations, special events) amongst themselves and operate independently shall not be accepted in this ITT and shall be considered as non-responsive and receive no further consideration.

6.5 TERM

With this RFP, the NCC will conclude a five-year (5) Contract beginning April 1, 2021 and ending March 31, 2026. At its sole discretion, the NCC may exercise one (1) successive five (5) year option

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:

Nathalie Rheault

Senior Procurement Officer

Procurement Services

202 – 40 Elgin Street, Ottawa, Canada K1P 1C7

E-mail address: nathalie.rheault@ncc-ccn.ca

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 6-A

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: Leamy Lake Park Floral program; activity: Winterlude; lawn maintenance sub-activity: Turf mowing).

* 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 (5) (if applicable).
4. The corresponding Annual Expenditure Report (appendices 6-B and 6-C)

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

The NCC and 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/programs/services/activities/sub-activities for deleted sites/programs/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 appendix 6-A. 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 (5). 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, Quebec Urban Lands and Gatineau Park
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 \$ 1,000.00;
- b) irrespective of the item, the second occurrence of the default: penalty of \$2,000.00;
- c) irrespective of the item, the third occurrence of the default: penalty of \$3,000.00; and
- d) each additional occurrence of default (following the third): preceding penalty plus \$1,000 (for example, for a fourth case = \$4,000 (\$3,000 + \$1,000), fifth case = \$5,000 (\$4,000 + \$1,000), and so forth).
- e) Penalties will be calculated annually based on the Federal Government fiscal year (April 1st to March 31st).

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)

Appendix A

Terms of Reference

Quebec Urban Lands Maintenance Management Services

NCC TENDER FILE No. NR194

Quebec Urban Lands Maintenance Management Services

The National Capital Commission (NCC) is seeking tenders for the delivery of maintenance management services for a five (5) year period beginning April 1, 2021, with a five (5) year renewal option, on natural and built facilities and assets as described in this Invitation to Tender (ITT). (See map on page 12).

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

The NCC is seeking maintenance management services with the objectives of supporting high standards of service excellence at the best possible cost. The NCC believes that this ITT will result in a successful contract award; however, in the event that tender 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.

PREFACE

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

SECTION 1 – INTRODUCTION

Section 1 – Introduction

1.0 Context..... 13
 1.1 Scope of Work 14
 1.2 Contractor’s Obligations 16
 1.3 Contract Boundaries and Quality Requirements..... 16
 1.4 NCC Responsibilities..... 18

Section 2 — Conditions types

2.0 Introduction..... 20
 2.1 Interpretation..... 20
 2.1.1 Definitions 20
 2.4 Contractor’s Obligations 21
 2.4.1 Payment Schedule 21
 2.4.2 Planning Process for Minor Capital Projects 26
 2.4.3 Conditions Common to Performance of All Maintenance Duties 27
 2.5 Contracting..... 30
 2.5.1 Limitations on Contracting Authority..... 30
 2.5.2 Sub-Contracting 31
 2.5.3 Denial of Agency 31
 2.5.4 Federal Land Use & Other Approvals 31
 2.5.5 Design Approval 31
 2.6 Treatment of Payments 32
 2.6.1 Treatment of Payments 32
 2.6.2 Cancellation of Legal Hypotecs 33
 2.7 Accounting & Reporting Requirements..... 33
 2.7.1 Maintenance of Office & Records 33
 2.7.2 Ownership & Access..... 33
 2.7.3 Reporting Format & Content 33
 2.7.4 Segregation of NCC Transactions & Activities..... 33
 2.7.5 Default in Maintenance of Records or Production of Reports..... 34
 2.7.6 NCC’s Audit 34
 2.7.7 NCC Records 34
 2.7.8 Access to Information Act & Privacy Act Matters 36
 2.8 Collection by Contractor..... 37
 2.8.1 Limitation of Contractor’s Responsibility 37
 2.8.2 Taxes & Fees..... 37
 2.8.3 Inflation..... 37
 2.8.4 International Sanction 38
 2.8.5 No Bribes 38
 2.8.6 Occupational Health and Safety..... 38
 2.9 Yearly Adjustment to Fixed Fee of Contract 41

Appendices

2-B Penalties 42
 2-C Description of the Context in Which the Required Work is Performed 44
 2-D NCC Environmental Guidelines 46

Section 3 — General Requirements

3.0 Introduction..... 73
 3.1 Employees..... 73

SECTION 1 – INTRODUCTION

3.1.1 General.....	73
3.1.2 Experience	73
3.1.3 Orientation	73
3.1.4 Work Dress	74
3.1.5 Replacement of Employees.....	74
3.1.6 Art of Trade and Certification.....	74
3.1.7 NCC Regulations and Environmental Policies and Procedures.....	75
3.2 Hours of Work	75
3.3 Office and Base of Operation.....	75
3.4 Vehicles, Materials & Assets	75
3.4.1 Vehicles	75
3.4.2 Materials	76
3.4.3 Assets	76
3.4.4 Buildings.....	78
3.5 Monitoring	79
3.5.1 Monitoring & Evaluation.....	79
3.5.2 Unresolved or Recurrent Issues	80
3.6 Communication Devices and Technologies.....	80
3.7 Provision of Services	80
3.8 Change of Dates.....	80
3.9 Emergency Intervention.....	81
3.10 Public Safety	81
3.11 Emergency Closures of Roadways and Pathways/Sidewalks.....	81
3.12 Traffic Control	82
3.13 Locking Devices	82
3.14 Damage to Assets Due to Vandalism/Accident or Theft	82
3.14.1 General.....	82
3.14.2 Deadlines	83
3.14.3 Liability.....	83
3.15 Third Party Damage.....	83
3.15.1 General.....	83
3.15.2 Deadlines	84
3.15.3 Liability.....	84
3.16 Damage Caused by Contractor	84
3.16.1 General.....	84
3.16.2 Deadlines	84
3.17 Environmental Requirements.....	85
3.18 Pesticides/Herbicides	85
3.19 Waste Disposal.....	85
3.20 Flooding.....	86
3.21 Small Animal Management	86
3.22 Media Relations	86
3.23 Public Requests for Services.....	86
3.24 No Sale.....	87
3.25 Salt Boxes	87
3.26 Fire Extinguishers	87
3.27 Transition	88
3.28 Lost, Found and Donated Items	88
3.29 Site Accessibility	88
3.30 Utility Services Meter Reading.....	88
3.31 Volunteers.....	88

SECTION 1 – INTRODUCTION

3.32 Invasive Alien Species Management 89
 3.33 Archaeological Discoveries on NCC Lands 90

Appendix

3-A Material Standard Guideline 92
 3-B Financial Provisions and Financial Reconciliation Chart 95

Section 4 — Operational Services Requirements

4.0 Introduction 96
 Table 4.0 97
 4.1 Format 98
 4.2 Work Standards 98
 4.3 Landscape Maintenance 98
 4.3.1 Turf 98
 4.3.2 Trees/Shrubs Deciduous/Coniferous 99
 4.3.3 Annuals, Bulbs and Perennials 101
 4.3.4 Non-Desirable Vegetation/Nests/Small Animals 110
 4.4 Civil Maintenance 111
 4.4.1 Roadways, Parking Lots, Walkways, Pathways, Sidewalks, Steps and Trails 112
 4.4.2 Systems – Lighting and Electrical 115
 4.4.3 Systems – Drainage 117
 4.4.4 Systems – Plumbing, Irrigation and Water 119
 4.4.5 Fixtures & Furniture 122
 4.5 Snow and Ice Control 126
 4.6 Waste/Recycling/Cleaning Operations 130
 4.7 Special Site Requirements 136
 4.7.1 Champlain Corridor 136
 4.7.2 Voyageurs Corridor 136
 4.7.3 Moore Corridor 137
 4.7.4 Philemon Wright Corridor 137
 4.7.5 Brébeuf Park 137
 4.7.6 Portageurs Park 137
 4.7.7 Leamy Lake Park 138
 4.7.8 Sentier de L’île Park 141
 4.7.9 Jacques Cartier Park North 141
 4.7.10 Jacques Cartier Park South 142
 4.7.11 Montcalm-Taché Park 144
 4.7.12 Champlain Bridge (Quebec Approach) 145
 4.7.13 Macdonald-Cartier Bridge (Quebec Approach) 145
 4.7.14 Des Fées Lake Parkway 145
 4.7.15 Brewery Creek Lands South 146
 4.7.16 Confederation Boulevard (Quebec) 146
 4.7.17 Canadian Museum of History Pathway 157
 4.7.18 Terasini Park 158
 4.7.19 Kruger Park 158
 4.8 Special Maintenance Programs 158
 4.8.1 Floral Program 158

Appendices

SECTION 1 – INTRODUCTION

4-A Annual and Bulb Specification Requirements 164
 4-B Electrical – Special Events Maintenance Program 177
 4-C Electrical – Spring Annual Maintenance Program..... 179
 4-D Systems – Plumbing, Irrigation and Water 206
 4-E Historical Data – EAB Affected Tree Removals.....210
 4-F Special Requirements Respecting the Chorus Frog211

Section 5 – Special Events and Other Services

5.0 Introduction..... 213
 5.1 Event Program Support..... 213
 5.1.1 Winterlude and Canada Day 213
 5.1.2 Winterlude (one site only) 213
 5.1.3 Canada Day (one site only)..... 215
 5.1.4 Other Events..... 216
 5.2 Land Management Services 217

Appendix

5-A Monitoring Summary and post-event evaluation..... 218

Section 6 — Reporting

6.0 Reporting..... 223
 6.1 Administration, Financial and Operational Reports..... 223
 6.1.1 Annual Fixed Fee Payment Schedule 223
 6.1.2 Annual Expenditure Report (Review engagement) 223
 6.1.3 Insurance Certificate 223
 6.1.4 WSIB Certificate..... 224
 6.1.5 Health and Safety Plan..... 224
 6.1.6 Asset Inventory 224
 6.1.7 Annual Capital Work Assessment Report 224
 6.1.8 Response Plan for Toxic Spills 224
 6.1.9 Key Activity Schedule 225
 6.1.10 Occurrence Report 225
 6.1.11 Unsatisfactory Performance Report 225
 6.1.12 Damage to Assets Due to Vandalism/Accident or Theft Report on
 Occurrence Report (as needed)..... 225
 6.1.13 Third Party Damage on Occurrence Report (as needed) 225
 6.1.14 Pesticide Application Record..... 226
 6.1.15 Security Clearance 226
 6.1.16 Fire Extinguisher Condition Report..... 226
 6.1.17 Keep a Daily Log Book (including all civil interventions)..... 226
 6.1.18 Keep a Locking Devices Register for Loan of Keys..... 226
 6.1.19 Report related to Trees/Shrubs Deciduous/Coniferous..... 226
 6.1.20 Electrical Report 226
 6.1.21 Catch Basins Report..... 226
 6.1.23 Other Reporting 226

Appendices

6-A Annual Fixed Fee Payment Schedule 228
 6-B Annual Expenditure Report (Review engagement) 230
 6-C Report of Annual Costs by Category of Expenditures (Review engagement)..... 234

SECTION 1 – INTRODUCTION

6-D Asset Inventory (Sample) 235
6-E Key Activity Schedule (Sample)..... 237
6-F Occurrence Report (Sample) 238
6-H Unsatisfactory Performance Report (Sample) 239
6-J Permit Inventory Form..... 240

SECTION 1 – INTRODUCTION

1.0 Context

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

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

The CS Branch also fulfills its terms of reference with respect to visitor products and services, such as parks, recreational facilities, green space, the Capital Pathway, the Floral Program, the Rideau Canal Skateway and the Sunday Bikedays program. The Branch also delivers support services to events that enhance the Capital's position as a prime destination for Canadians.

The National Capital Commission (NCC) is seeking tenders for the provision of Maintenance Management Services, for the Western Park Lands Contract (see Request for Proposal document).

The map provided on page 5 presents the boundaries of the Contract and indicate the locations where the work is to be performed.

Quebec Urban Lands Contract Sites:

1. Terasini Park
2. Champlain Corridor
3. Voyageurs Corridor
4. Moore Corridor
5. Philemon Wright Corridor
6. Brébeuf Park.
7. Chars de combat Park.
8. Portageurs Park
9. Leamy Lake Park
10. Sentier de L'île Park
11. Leamy Lake Park Fournier Boulevard
12. Jacques Cartier Park North
13. Jacques Cartier Park South
14. Moncalm-Taché Park
15. Champlain Bridge (Quebec Approach)
16. Macdonald-Cartier Bridge (Quebec Approach)
17. Des Fées Lake Parkway

SECTION 1 – INTRODUCTION

18. Brewery Creek Lands North
19. Brewery Creek Lands South
20. Confederation Boulevard
21. Canadian Museum of History Pathway
22. Kruger Park

1.1 Scope of Work

The Maintenance Management Contract consists of providing landscape and civil maintenance as well as Snow and Ice Control and Waste/recycling/cleaning services on NCC Sites located within the National Capital Region. The Contract also includes providing services for special maintenance programs and special events and the obligation to report to NCC. These services are summarized below, but are not limited to the following:

- **Landscape Maintenance**
 - **Turf** cutting, trimming, watering, edging, top dressing, seeding or overseeding, aerating, fertilizing, etc.;
 - **Tree/Shrub** safety & maintenance pruning/trimming, cultivating, edging, mulching, cutting and removing, stumping, winter protection, tree protection, etc.;
 - **Annual, bulb and perennial:** mowing of daffodils, planting/removal, watering, fertilizing, cultivating, edging, hand weeding, pinching, roguing, winter protection, plant division-perennial, etc.;
 - **Non-desirable vegetation/nest/small animal control** inspecting and removing as needed.
- **Civil Maintenance**
 - **Roadways, parking lots, walkways, pathways, sidewalks, steps and trails**
 - **All Surfaces:** inspecting/reporting, sweeping, removing hazards (leaves, encroaching vegetation, etc.), providing emergency services such as accident clean-ups, etc.;
 - **Asphalt:** providing emergency pothole/sinkhole repairs;
 - **Concrete/Masonry** (curbs, gutters, granite sets, etc.): re-setting, correcting, etc.;
 - **Gravel/Granular/Stone Dust/Natural/Decorative:** levelling, grading, etc.;
 - **Wood:** repairing, maintaining structural integrity, sanding, painting, etc.
 - **Systems:**
 - **Lighting & electrical** (distribution boxes/panels, conduits, lamp standards, etc.) inspecting, repairing, securing, replacing, providing line locates, providing immediate repairs, reporting, etc.;
 - **Drainage** (catch basins, manholes, ditches, bridges, tunnels, etc.) inspecting, reporting, cleaning, erosion/flood control prevention, providing line locates, water level control, removing surface water, etc.;
 - **Plumbing, irrigation and water** (fountains, water and sewer lines, pit toilets, washroom facilities, pump systems, irrigation controls, etc.) inspecting, cleaning, repairing, maintaining, replacing, water testing, providing portable toilets, providing locates, etc.;
 - **Fixtures & furniture** (NCC furniture only) (fences, stone walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, etc.) inspecting, repairing, replacing, cleaning, removing graffiti, painting, staining, displacing furniture, etc.

SECTION 1 – INTRODUCTION

- **Snow and Ice Control**(roadways and parking lots; walkways, pathways, sidewalks, steps and building access; buildings; utility service access, trails, lanes, fire lanes, open spaces, fields, etc.): Providing equipment/supplies, removing, blowing, plowing, shovelling, clearing, cleaning, sweeping, de-icing, stockpiling, transporting, disposing, providing flood control & emergency services, etc.
- **Waste/Cleaning Operations** (all surfaces): Organic and inorganic litter and debris pick-up; waste receptacles and recycling containers emptying, cleaning and proper disposal; outdoor fixtures and furniture and hard surface cleaning; graffiti cleaning/removal (on all surfaces including, but not limited to, walls, bridges, tunnels, posts, signs, trees, escarpments, etc.); posters and foreign objects removal; spring clean-up; spills removal; bridge and tunnel cleaning and flushing.
- **Special Site Requirements**
 - Providing additional services that may be outside of typical site activities that must be performed for a specific site. Site specific requirements can be above or below typical standards and site limits.
- **Special Maintenance Programs**
 - Floral Program:
 - Providing, transporting, planting, maintaining, replacing, watering, fertilizing and removing approximately 18,260 annuals and 81,000 bulbs per year.
 - Mulching and Composting.
 - Providing and spreading mulching and composting material as indicated in 4.8.1.4.
- **Program Support**
- For all NCC and federal partner programs:
 - Winterlude (one site only – Jacques Cartier Park) :
 - Line locates prior to event;
 - Regular maintenance services prior to, during and after the event;
 - Additional waste removal services during and after the event;
 - Additional snow and ice control prior to and during the event.
 - Canada Day (one site only – Jacques Cartier Park) :
 - Line locates prior to the event;
 - Regular maintenance services prior to, during and after the event;
 - Additional waste removal services during and after the event (waste removal services to be completed prior to 06:00 a.m. on July 2nd);
 - Site clean-up and restoration after the event;
 - Additional cleaning and maintenance services for the exterior washroom facilities located close to the Charron House.
 - 10 events:
 - Pick-up, transportation, repairs, installation and dismantling of equipment (barricades, cones, signs, etc.); closing and opening of parkways and pathways; providing locates; event monitoring.
 - Revenue Generation Program
- **Other Services**

SECTION 1 – INTRODUCTION

- Services to the public:
 - Provide basic information to the public about NCC services and facilities.

- **Land Management Services**
 - Report non compatible land use, encroachments and infractions on NCC Lands;
 - Provide sound maintenance practices to ensure continued preservation of NCC Lands;
 - Abide by land management plans, principles, policies and regulations;
 - Respect all land use agreements and regulations.
 - Land monitoring services to ensure user safety at all times and the good condition of equipment.
 - Monitoring services during the spring flooding period and weather events (windstorm, tornado, torrential rain, etc.)
 - Logistical support for the summer program at Leamy Lake.

- **Reporting Requirements**
 - Remit to NCC all reports required, as detailed in section 6 or elsewhere in this document.

1.2 Contractor's Obligations

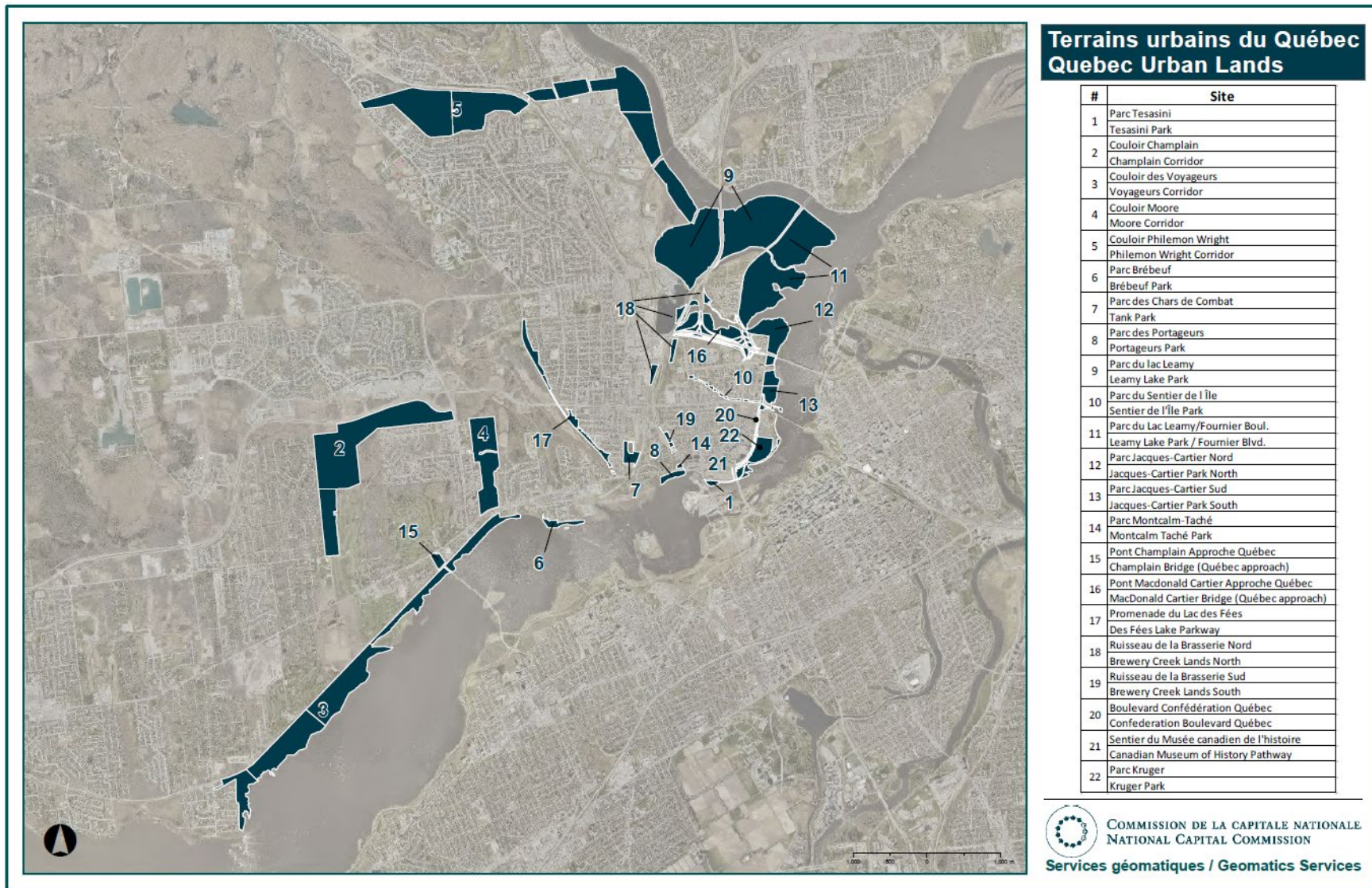
The Contractor shall provide at his/her own expense all services included in these Terms of Reference. These services are detailed in sections 3 (General Requirements), 4 (Operational Services Requirements) 5 (Support to Events and Programs) and 6 (Reporting) of the Contract. They are to be performed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

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

1.3 Contract Boundaries and Quality Requirements

The Contractor shall provide all services within the geographic boundaries as summarized on the map presented on the following page and detailed in Part II of the Terms of Reference. The Contractor shall provide all services to the standards of quality detailed in sections 3 (General Requirements), 4 (Operational Services Requirements), 5 (Support to Events and Programs) and 6 (Reporting) of the Contract. Refer to section 2.4 for additional information on site limits.

SECTION 1 – INTRODUCTION



SECTION 1 – INTRODUCTION

1.4 NCC Responsibilities

The NCC is responsible for:

1.4.1 General Management

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

1.4.2 Maintenance Services

- A. Providing detailed plans for each flower bed, portable planter, floral box and portable and fixed furniture for the majority of sites;
- B. Providing all structural/aesthetical pruning on NCC Lands;
- C. Ensuring the repairs (with the exception of pothole/sinkhole/crack filling-sealing, which are the Contractor's responsibility) of roadways and parking lots, walkways, pathways, sidewalks, steps and trails;
- D. Ensuring the life cycle Rehabilitation of the following assets: roadways and parking lots, walkways, pathways, sidewalks, steps and trails, Systems (lighting & electrical, drainage, plumbing/irrigation/water), fixtures and furniture;
- E. Providing light standards, granite sets, cobblestones, all signs (blades, decals) and decorative/drinking fountains to the Contractor when Replacement is required;
- F. Providing certain repair services for concrete and masonry surfaces, which are outside of what was included in the contract;
- G. Ensuring the repair and rehabilitation (including "permanent" graffiti removal) of all monuments and items specified below and located on NCC lands: sculpture, works of art and statues;
- H. Providing maintenance, repair and graffiti removal on of Capital Pathway signage. This includes Orientation, Attraction and Visitor Access Network signage and maps;

1.4.3 Program and/or Special Events Support

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

1.4.4 Land Management Services

- A. Managing the permits and permissions programs such as the right of ownership, licenses of occupation and work entry permits (Contractor to monitor activities on site);
- B. Conducting detailed lifecycle management inspections on a cyclical basis. (e.g. site condition inspections);

SECTION 1 – INTRODUCTION

- C. Conducting quality standard inspections annually (in conjunction with Contractor);
- D. Approving the Contractor’s annual Preventative Maintenance plan;
- E. Approving, managing and funding the Minor Capital program (work considered as additional services not included in this Contract);
- F. Providing natural resource management;
- G. Managing NCC’s federally mandated approval requirements for land use approval, design approval, environmental assessment reports and recommendations;
- H. Developing portfolio plans and policies such as: master, sector and area plans;
- I. Managing the NCC volunteer programs and activities such as the bicycle patrol;
- J. Establishing site opening and closing dates.
- K. Providing a location for operating meetings (33 Scott Road, Chelsea, QC)

1.4.5 Law Enforcement & Public Safety

- A. Enforcing the NCC, Traffic and Property Regulations, NCC Animal Regulations and other provincial and federal legislations where NCC Conservation Officers have delegated responsibilities;
- B. Participating in special operations with law enforcement and natural resources agencies;
- C. Providing emergency responses for search and rescue and fire control.

1.4.6 Property Management Services

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

SECTION 2 – CONDITIONS TYPES

2.0 Introduction

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

2.1 Interpretation

2.1.1 Definitions

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

“**Conservation Officer**” means an NCC employee with peace officer status whose functions include applying some sections of the regulations under the National Capital Act and other acts.

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

“**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.

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

“**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.

“**Terms and Conditions**” means the Contract, and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions refer 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.

“**Contract**” means a contract entered into between the Successful Bidder and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Bidder agrees to perform all of the specific services in accordance with the standards of performance set out in sections 1 to 6 and Part II (site maps) of the Maintenance Management Contract, and other matters arising out of the successful tender and accepted by the NCC, if any.

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

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

“**Invitation to Tender**” or “**ITT**” is the Invitation to Tender published by the NCC bearing tender file number AL1598 for the Contract respecting Quebec Urban Lands.

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

SECTION 2 – CONDITIONS TYPES

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

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

“**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.

“**Term**” means the period commencing April 1, 2016 and terminating March 31, 2021.

“**Safety and Maintenance Pruning**” (Contractor’s responsibility) means all pruning, trimming and removal activities related to safety and maintenance of all trees and shrubs on the lands which are subject to this Contract. Those activities include i) identifying all trees/shrubs on the lands which require pruning/trimming and/or which must be removed, ii) pruning and trimming said trees as more particularly described in section 4.3.2.1, iii) removing trees as more particularly described in section 4.3.2.3 and iv) removing the debris resulting from these activities. Structural and Aesthetical Pruning is excluded from this Contract and remains the NCC’s responsibility.

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

“**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.

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

“**Maintenance**” means all Landscape Maintenance, Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations and any other services that are to be performed by the Contractor to respect its obligations in this Contract.

It also means the ongoing operation and provision of a specific set of quality standards in order to achieve a desired condition of asset or levels of service. Maintenance operation entails the installation and up keep, repair and restoration of assets to a condition in which it may be effectively utilized for its designated purpose.

It also includes the following:

- a) “**Routine Maintenance**” means all Maintenance required more than once per month on any given site and/or single asset. It includes Maintenance services generally required to offset the effects of weather and vegetation growth, plus minor repair and parts replacement of a reactive nature to remedy defects and unserviceabilities including, without limitation, such activities as snow and ice removal, grass cutting, replanting of floral displays, pothole repair, replacement of sprinkler heads and light fixtures, sign reinstallation, vandalism repairs and resetting granite sidewalks.
- b) “**Preventative Maintenance**” means all Maintenance usually required either monthly, annually or once every two or three years. It includes all Maintenance

SECTION 2 – CONDITIONS TYPES

services of a proactive nature to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as winter protection, inspections, sanding/repainting, tree removal and planting, pothole repairs, replacement of broken or defective Components, start-up and shutdown of systems, spring clean-up. The NCC shall be solely responsible for approving the frequency of any services required in this Contract.

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

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

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

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

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

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

“**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.

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

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

SECTION 2 – CONDITIONS TYPES

- 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.

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

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

“**Environmental Laws**” means:

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

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

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

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

“**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. This includes, but is 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.

“**Revenues**” means revenues collected for the NCC for a fee by the Contractor under the terms of this Contract.

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

SECTION 2 – CONDITIONS TYPES

“**Additional Services**” means any requirements added pursuant to 6.10 and not originally included in the Fixed Fee.

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

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

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

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

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

“**Submission**” means document submitted by the proponent in response to the ITT published by the NCC.

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

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

“**Support to Events and Programs**” means all services related to events, programs and basic land management services to be performed by the Contractor as more particularly described in section 5 of this ITT.

“**Tree or Shrub Specimen**” is a tree (or grove of trees) having reached maturity, particularly maples, oaks, ash, etc. located in a maintained area.

“**Monitor**” or “**Monitoring**” means the systematic gathering of information and data through observation, Unaided Testing, Condition Based Monitoring or testing on a regular or scheduled basis in order to regulate, control and ensure the functionality of Component(s) and/or System(s) (asset).

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

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

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

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

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

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

SECTION 2 – CONDITIONS TYPES

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

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

2.4 Contractor’s Obligations

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

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

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

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

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

2.4.1.1 Preparation of Payment Schedule

The Contractor agrees to prepare and submit to the NCC by no later than the 28th day of February (except for the first payment schedule which is required with the Tender) for each Year of the Term commencing in 2021, for the NCC’s

SECTION 2 – CONDITIONS TYPES

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

2.4.1.2 Approval of Payment Schedule by NCC

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

2.4.1.3 Approved Payment Schedule Unamendable

Upon receipt of NCC approval of the payment schedule, the allocation of the amounts set out therein shall be fixed for the relevant Year of the Term unless amended as per the permitted alterations to the scope of the Contract (see 6.9).

2.4.1.4 Limitation on NCC Financial Obligations

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

2.4.1.5 Holdback on Final Payment

Upon the expiry or earlier termination of the Term, the NCC shall withhold 30 % of the annual value of the contract. The said holdback shall be returned to the Contractor once a physical inspection of Contract assets confirms that they are returned in a condition satisfactory to the NCC.

2.4.1.6 Direct Deposit

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

2.4.2 Planning Process for Minor Capital Projects

2.4.2.1 Minor Capital projects

The NCC plans its Minor Capital projects by establishing a list, determining priorities over several years and regularly updating the list and the priorities. In support of the NCC’s planning process, the Contractor agrees to prepare and submit to the NCC, for the NCC’s review and consideration, a completed annual

SECTION 2 – CONDITIONS TYPES

capital work assessment report in respect of any proposed Minor Capital project expenditure for such works as the Contractor identifies as necessary to maintain the quality standards in existence at the commencement of the Term 6.1.7).

2.4.2.2 Minor Capital project Implementation

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

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

2.4.3 Conditions Common to Performance of All Maintenance Duties

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

2.4.3.1 Permitted Uses

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

2.4.3.2 Environmental Laws, Policies and Procedures

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

2.4.3.3 Business Practices

SECTION 2 – CONDITIONS TYPES

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

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

2.4.3.4 Bilingual Services

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

2.4.3.5 Signage

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

2.4.3.6 Duty to Act in Good Faith

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

2.4.3.7 Warranty

SECTION 2 – CONDITIONS TYPES

The Contractor warrants that it is competent to perform the Work required under this Contract in that it has the necessary qualifications including any licensing or certification requirements imposed by the applicable laws as well as the knowledge, skill and ability to perform the Work.

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

2.4.3.8 Work for Others

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

2.4.3.9 Security Risks

The Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

The security requirements are more specifically described in 2.15.15.

SECTION 2 – CONDITIONS TYPES

2.4.3.10 Heritage Buildings

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

2.5 Contracting

2.5.1 Limitations on Contracting Authority

2.5.1.1 Authority Linked to Approved Budgets

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

- a) Such expenditure or contract is made pursuant to a payment schedule or a capital budget which has been approved by the NCC pursuant to 2.4.1.2 and/or 2.4.2.2;
- b) If required pursuant to 2.5.2, the Contractor has obtained the prior approval of the NCC in writing to enter into the expenditure or contract; and
- c) The Contractor has complied with the other Contract requirements set out in this document; or
- d) Such work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Contractor, in damage or further damage to any part or parts of the Subject Matter or to private property adjoining the Subject Matter) in which event the Contractor is hereby authorized to proceed with such work as is reasonably deemed by the Contractor to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenditure may not extend beyond a period of twenty-four hours from the time of the occurrence unless otherwise approved by the NCC.

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

2.5.1.2 Prohibition

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

SECTION 2 – CONDITIONS TYPES

2.5.2 Sub-Contracting

The Contractor shall not subcontract any part of the Work under this Contract except for electrical or plumbing work, in which case subcontracting is permitted. The Contractor shall specify in its bid **any work or 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 before it is awarded.** Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract. The remainder of the work shall be performed by the Contractor's employees.

2.5.3 Denial of Agency

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

2.5.4 Federal Land Use & Other Approvals

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

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

2.5.5 Design Approval

Pursuant to subsection 12 of the Act, prior to commencement of any construction, demolition or alteration project involving a federal entity and/or federal lands or structures located thereon, design approval shall first be obtained from the NCC. The Contractor hereby covenants and agrees that no work or activity, including submitting applications for development approvals, in respect of any such construction, demolition

SECTION 2 – CONDITIONS TYPES

or alteration projects may occur without the Contractor having first obtained design approval therefore from the NCC. The Contractor acknowledges that nothing in this Contract limits the jurisdiction of the NCC in granting or denying design approvals as contemplated herein. For greater clarity, the Contractor acknowledges that the NCC may deny design approval for any proposal submitted in respect of any part of the Subject Matter, and that the Contractor shall have no recourse nor any entitlement to damages or any other remedies hereunder or otherwise in respect of such denial. The Contractor further covenants and agrees to:

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

2.6 Treatment of Payments

2.6.1 Treatment of Payments

2.6.1.1 Liability for Fixed Fee

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

2.6.1.2 Manner of Payment to Contractor

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

2.6.1.3 Deduction Where Services Omitted Owing to Force Majeure or Default

SECTION 2 – CONDITIONS TYPES

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

2.6.2 Cancellation of Legal Hypothecs

The Contractor covenants that it shall not, during the Term, permit any legal hypothec to be, or to remain registered against the title to any immovable included in the Subject Matter by any of its contractors or subcontractors by reason of work, labour, services or material supplied or claimed to have been supplied to the Contractor or to anyone using any part of the Subject Matter through or under the authority of the Contractor. The Contractor shall take all steps necessary to cause any legal hypothecs of the builder to be discharged or vacated, as the case may be, at the Contractor's sole expense within thirty (30) days of receiving notice that such legal hypothec has been registered, except where such legal hypothec has arisen in respect of Capital Works that have been performed by third parties pursuant to 2.4.2. Nothing herein shall prevent the Contractor from contesting any liability to a Person for any claim for a legal hypothec or the validity of any legal hypothec.

2.7 Accounting & Reporting Requirements

2.7.1 Maintenance of Office & Records

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

2.7.2 Ownership & Access

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

2.7.3 Reporting Format & Content

The Contractor shall deliver all reports described in the mandatory reporting requirements set out in section 6. Such reports shall be provided in the media and format specified, and shall contain all information specified in the mandatory reporting requirements set out in section 6 and elsewhere in the Contract. Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information sufficient to enable the NCC to establish Revenues generated by the Subject Matter, make decisions and manage its assets, its programs and its properties, 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.

2.7.4 Segregation of NCC Transactions & Activities

SECTION 2 – CONDITIONS TYPES

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

2.7.5 Default in Maintenance of Records or Production of Reports

In the event that:

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

then, in addition to any other rights the NCC may have, the NCC may, at the NCC's option and without notice choose and employ an auditor to examine the books and records of the Contractor and obtain such other information as may be available to the NCC in order to enable the auditor to establish revenues 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, and cause statements thereof (the "Caused Statements") to be prepared and audited.

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

2.7.6 NCC's Audit

The NCC, or the NCC's auditor may, without prior notice but during Business Hours, inspect, take extracts from, audit and review all the books and records of the Contractor and obtain such other information as may be available to the NCC in order to enable the auditor to establish Revenues 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. These rights are extended to the NCC throughout the Term and for a period of thirty-six months after the expiration of the Term or earlier termination of this Contract.

2.7.7 NCC Records

2.7.7.1 Ownership

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

2.7.7.2 Control

SECTION 2 – CONDITIONS TYPES

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

2.7.7.3 Custody

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

2.7.7.4 Access by Contractor

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

2.7.7.5 Maintenance of NCC Records

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

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

2.7.7.6 Confidentiality

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

2.7.7.7 Return of NCC Records on Termination

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

SECTION 2 – CONDITIONS TYPES

2.7.8 *Access to Information Act & Privacy Act Matters*

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

2.7.8.1 **Restricted Use of Personal Information**

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

2.7.8.2 **Security of Records**

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

2.7.8.3 **Disposal at End of Term**

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

2.7.8.4 **Collection of Personal Information**

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

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

2.7.8.5 **Access to Information**

SECTION 2 – CONDITIONS TYPES

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

2.7.8.6 Retention of Records

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

2.7.8.7 Audit Rights

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

2.8 Collection by Contractor

2.8.1 Limitation of Contractor's Responsibility

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

2.8.2 Taxes & Fees

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

2.8.3 Inflation

The NCC shall not allow for any revisions nor modifications to any of the Contractor's fees for reasons of inflationary cost increases, except as provided in 2.9.

SECTION 2 – CONDITIONS TYPES

2.8.4 International Sanction

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

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

- b) The Contractor must not supply to the NCC any goods or services which are subject to economic sanctions.
- c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the NCC if he/she is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the NCC in accordance with section 6.4.16

2.8.5 No Bribes

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

2.8.6 Applicable Trade Contracts

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

2.8.6.1 General Information

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

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

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

SECTION 2 – CONDITIONS TYPES

- 2.8.6.1.2** Without limiting the generality of the preceding sections, the Contractor acknowledges, agrees and accepts that it shall comply with the following provisions and that it is obliged to enforce compliance with the said provisions:
- (a) The provisions of the *Occupational Health and Safety Act* of Ontario and all related regulations, policies or guidelines issued under the said Act for work performed in Ontario;
 - (b) The *Act Respecting Occupational Health and Safety* of Quebec and all related regulations, policies or guidelines issued under the said Act for work performed in Quebec;
 - (c) The applicable provisions of the *Canada Labour Code*, Part II;
 - (d) The laws regarding work standards in the province or provinces where all of the work is performed;
 - (e) Management and disposal of contaminated soils as per all related regulations, policies or guidelines issued under the said Act;
 - (f) All policies or guidelines issued by the NCC relating to the Contract.
- 2.8.6.1.3** By entering into a contract with the NCC, the Contractor represents and warrants that it has reviewed and is aware of the obligations imposed by the legislative measures contained in subsection 2.8.6.1.2 above.
- 2.8.6.1.4** To enable the Contractor to establish its health and safety plan, the NCC is including in Appendix 2-C a list of known and/or foreseeable health and safety risks relating and inherent to the typical work/sites involved in this Contract. The Contractor shall be responsible for completing this list and notifying the NCC if it discovers other risks.
- 2.8.6.1.5** **After being informed that its bid has been retained and prior to and as a condition of Contract award,** the Contractor shall, at its own expense, submit to the NCC its health and safety plan, including:
- (a) His/her health and safety plan for the work required under this Contract. This plan must include, but shall not be limited to:
 - A list of known and/or foreseeable health and safety risks to which persons participating in the work may be exposed because of the nature, location or method of performing the work;
 - For each identified risk, the control measures the Contractor intends to take (including work organization, job hazard analysis, safe work method and work supervision);
 - The list of regulatory safety materials, equipment, devices and clothing required because of the nature, location or method of performing the work;

SECTION 2 – CONDITIONS TYPES

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

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

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

2.8.6.1.6 Without restricting the scope of subsection 2.8.6.1.4 **prior to commencing work**, the Contractor must, at its own expense:

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

2.8.6.1.7 It is understood that the Contractor shall not start work before satisfying the requirements of subsections 2.8.6.1.5 and 2.8.6.1.6.

During the Term of the Contract, the Contractor must provide the NCC with up-to-date clearance certificates from the Workplace Safety and Insurance Board and/or certificate of compliance from the Commission de la Santé et de la Sécurité du Travail confirming that it is registered and that its file is in good standing. Such certificates

SECTION 2 – CONDITIONS TYPES

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

2.8.6.1.8 For the purposes of subsections 2.8.6.1.4, 2.8.6.1.5 and 2.8.6.1.6, “regulatory” means determined in conformity with *Canada Labour Code* regulations.

2.8.6.1.9 The Contractor shall provide with his submission:

- (a) his health and safety program and his experience in comparable work identified in this Contract;
- (b) a description of personnel training related to health and safety;
- (c) organization history of accidents (from three years back or less if the organization is in business for less than three years).

2.9 Yearly Adjustment to Fixed Fee of Contract

The NCC will grant an increase of the contract amount by 2% starting in Year Two of the Contract and in subsequent years. The schedule of payments will be adjusted accordingly. Fixed Fees will also be adjusted accordingly and will apply to the SOA.

SECTION 2 – CONDITIONS TYPES

APPENDIX 2-B PENALTIES

1. Defaults relating to public safety

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

2. Defaults relating to the protection of the environment

- If corrective measures for spill of a toxic substance in the environment have not been immediately taken or when the NCC has not been informed of the spill within two hours of its occurrence;
- If proof of liability insurance and license for spraying pesticide are not provided to the NCC before March 15th of each Contract Year;
- If using pesticide before obtaining written NCC approval (see 6.1.14).
- If the Contractor fails to comply with the required corrective measures

3. Defaults relating to the reporting requirements

If a report or document listed below is late or incomplete when submitted to, or consulted by, NCC:

- Daily Log Book (6.1.17)
- Insurance Certificate (6.1.3);
- Annual Fixed Fee Payment Schedule (6.1.1);
- Year-end Expenditure Report (6.1.2);
- WSIB certificate (6.1.4);
- Asset Inventory (6.1.6);
- Annual Capital Work Assessment Report (6.1.7);
- Fire Extinguisher Condition Report (6.1.16);
- Electrical Reports (6.1.20).
- Property Damage Caused by Vandalism/Accidents/Theft (3.14)
- Tree/Shrub Reports (6.1.19)

4. Default in general

- **Any default in executing the specifications related to the quality of the work or overall contract management causing inefficiencies to the NCC's operational structure.**
- In the event of default, the NCC will apply the financial penalties detailed below.
- Notwithstanding the notification requirement set out in clause 6.22.1 and in addition to the remedies provided therein, the Contractor agrees that the instances of non-performance listed in Appendix 2-B will automatically result in the financial penalties set out below (plus any applicable taxes), to be deducted from the Contractor's monthly payment immediately upon receipt of written notice from the NCC with a detailed description of the non-performance in question:
 - a) first instance of non-performance of any of the items listed in Appendix 2 B: a penalty of \$1,000;
 - b) second instance of non-performance of the item: a penalty of \$2,000;
 - c) third instance of non-performance of the item: a penalty of \$4,000;

SECTION 2 – CONDITIONS TYPES

- d) each subsequent instance of non-compliance (after the third): the penalty will be doubled.
- e) penalties will be accounted for annually to coincide with the federal government's fiscal year (April 1 to March 31). Counts will revert to zero in each year of the contract..

SECTION 2 – CONDITIONS TYPES**APPENDIX 2-C
DESCRIPTION OF THE CONTEXT IN WHICH
THE REQUIRED WORK IS PERFORMED**

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

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

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

SECTION 2 – CONDITIONS TYPES

APPENDIX 2-C

DESCRIPTION OF THE CONTEXT IN WHICH THE REQUIRED WORK IS PERFORMED

List of issues per site for the Western Park Lands Contract. The Contractor must define and describe these risks in its OSH plan, as all other risks it observes.	Eddy/Domtar Undeveloped Land	Champlain Corridor	Voyageurs Corridor	Moore Corridor	Philemon Wright Corridor	Brébeuf Park	Chars de combat Park	Portageurs Park	Leamy Lake Park	Sentier de L' île Park	Leamy Lake Park/Fournier Blvd.	Jacques Cartier Park North	Jacques Cartier Park South	Moncalm-Taché Park	Champlain Bridge (Quebec Approach)	Macdonald-Cartier Bridge (Quebec Approach)	Des Fées Lake Parkway	Brewery Creek Lands North	Brewery Creek Lands South	Confederation Boulevard	Canadian Museum of History Pathway	Tesasimi Park	Kruger Park	
Rugged terrain (general)	X	X		X	X			X	X		X							X						
Hill / slope	X			X	X				X			X				X		X						
Ravine / escarpment / cliff	X	X			X											X								
Body of water		X	X	X	X	X		X	X		X	X	X	X	X		X	X	X			X	X	X
Confined spaces								X					X											
Contaminated area							X	X	X	X	X	X	X	X	X	X		X	X					
Contaminated waste (droppings, syringes, etc.)						X		X	X		X	X	X									X		
Remote work area									X			X	X											
High public use area									X	X		X	X								X	X		
High vehicle use area									X			X			X	X	X			X				
Electrical system							X	X	X	X		X	X	X	X					X	X			
Mechanical system								X	X	X		X	X											
Drainage / sewer system									X	X		X	X							X	X			
SNIC				X					X			X	X								X			
Working at night				X					X		X	X	X											
Secret and High Profile area																								
Significant pre-contact archaeological potential	Consult maps in Part II of the Contract																							

Appendix 2-D Environmental Policies and Procedures

This section summarizes the mitigation measures to be implemented during the various activities undertaken as part of Maintenance contracts on National Capital Commission (NCC) lands. Under the *Impact Assessment Act* (IEA), the NCC has a legal obligation to determine whether projects carried out on the lands it manages are likely to have significant adverse environmental or other effects. The Maintenance activities referred to in this document are not considered projects within the meaning of the IEA or projects named in the ministerial order issued under subsection 88(1) of the IEA, and are excluded from environmental assessment requirement unless they involve one of the following activities:

- an activity involving the removal of, or that could cause damage to, any structure, site or resource of known archaeological, paleontological, heritage or architectural potential;
- the execution of work that could disturb, injure or kill a species at risk or the habitat of a species at risk protected under the *Species at Risk Act* (e.g., work in an environmentally sensitive area, removal of a butternut or other protected tree species, etc.);
- work that could disturb, injure or kill a migratory bird or its nest, as protected under the *Migratory Birds Convention Act, 1994* (removal of a nest or tree, etc.);
- a change to any feature of a water body;
- the construction of structure in the water or the stockpiling (temporary or permanent) of fill in or near water, or the construction of a structure that may require an assessment of the project under the *Fisheries Act* (addition of gravel or other fill on a riparian pathway, etc.);
- the loss or reduction of a wetland;
- disturbance of sub-surface soil that is known or suspected to be contaminated;

The above list is not exhaustive and pertains only to constraints likely to apply to maintenance activities. For more information or in the event of a discrepancy, refer to the applicable legislation. If any concern arises that a maintenance activity could involve any of the activities listed above, the Contract Management Officer (CMO) must be notified and will then contact the Manager, Environmental Assessment, to have an environmental officer conduct an assessment (Isabelle Leclerc-Morin, Isabelle.Leclerc-Morin@ncc-ccn.ca, 613-239-5678, ext. 5737).

The corrective measures mentioned in this document conform to the above-mentioned legislation, NCC policy and the NCC's [2018-2023 Sustainable Development Strategy](#). The NCC's Sustainable Development Strategy sets out a focused agenda for environmental leadership in Canada's Capital Region, and is an essential consideration in all NCC plans, strategies, policies and operations. Under the *Federal Sustainable Development Act*, the NCC is required to implement the actions outlined in its sustainable development strategy, which in turn align with the federal government's Federal Sustainable Development Strategy and Green Government Strategy. The NCC

Appendix 2-D Environmental Policies and Procedures

is seeking a contractor that will demonstrate leadership and innovation in regards to environmental sustainability and climate change adaptation with the objective of reducing greenhouse gas emissions.

Contractors and CMOs are required to complete basic training on implementing environmental guidelines for maintenance contracts. These guidelines must be followed strictly, otherwise federal, provincial and municipal governments could impose penalties for non-compliance. The Contractor is responsible for complying with all applicable laws. In the event of non-compliance, the NCC will require the Contractor to reimburse the NCC for any fines imposed. The Contractor is required to obey all applicable provincial laws and municipal by-laws (including waste management, noise and pollution prevention).

General environmental guidelines for all maintenance activities

The following measures and principles must be followed for the duration of any maintenance work carried out on lands under NCC management. Corrective measures marked with an **asterisk (*)** require NCC approval prior to the commencement of maintenance work, or notification of the NCC by the Contractor concerning any accident or emergency. These measures also require the Contractor to contact the CMO to provide details on the type of work performed. The Contract Management Officer (CMO) is then responsible for contacting the appropriate NCC specialists (environmental officers, arborists, contaminated sites specialists, biologists, archaeologists, etc.) to obtain their recommendations and any required approvals..

Air and noise emissions

- To the extent possible, reduce unnecessary vehicle idling to a minimum to avoid wasting fuel and generating greenhouse gases (refer to municipal by-laws).
- Meet all regulatory air emission requirements. If necessary, obtain environmental approvals from provincial authorities for stationary sources of air pollution (stacks, furnaces, vent hoods, etc.).
- Where possible, use low-sulphur diesel fuel or ethanol-based fuel to reduce vehicle emissions.
- Perform regular and preventative vehicle maintenance to reduce emissions.
- To reduce greenhouse gas emissions, new vehicle purchases should include hybrid or zero-emission options where available and economically feasible.
- Where possible, use renewable sources of electricity to prevent unnecessary emissions.
- During dry spells or high winds, avoid performing maintenance activities that could generate dust or other particulates.
- Follow all applicable municipal noise by-laws and carry out construction work during authorized hours.

Appendix 2-D Environmental Policies and Procedures

Designated substances

- **Before entering a building or structure under construction or renovation, contact the NCC to find out if any designated substances are present.*
- *The NCC will provide the contractor with any existing schedule of designated substances for the building and ensure that the recommendations it contains are implemented. If there is no inventory of designated substances for the building to be repaired or maintained, the CMO will contact the NCC's Contaminated Sites Team (Éric Soulard, Senior Manager, 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 that employees are trained to identify and handle designated substances.*
- *Follow any recommendations found in designated substances reports and advice provided by the NCC.*

Hazardous substances

- Comply with all requirements of the *Canadian Environmental Protection Act* (and related regulations).
- Store all hazardous materials on NCC-managed property in accordance with applicable regulations, standards and guidelines.
- Store flammable materials in accordance with the *National Fire Code of Canada*.
- Ensure that Material Safety Data Sheets (MSDS) are readily available for all hazardous materials brought onto NCC properties. All employees handling these materials must be trained on the Workplace Hazardous Materials Information System (WHMIS) and on proper handling, storage and disposal of these products.
- Whenever liquid hazardous materials are used on NCC-managed property, absorbent materials must be on hand. Employees must be trained in the use and disposal of hazardous materials in the event of a spill.
- Label and transport hazardous materials in accordance with WHMIS, and applicable provincial and federal regulations.
- Dispose of hazardous waste and containers formerly containing hazardous materials in accordance with provincial and federal regulations.

Spills Procedure & Emergency Response

Spill Prevention and Preparedness

- Clean, maintain and refuel site machinery and store hydrocarbons and other hazardous materials in a location at least 60 metres away from any watercourse to prevent the release of harmful substances into the water.
- Keep a spill kit on site to respond to any spills or leaks.

Appendix 2-D Environmental Policies and Procedures

- All persons performing work on NCC-managed property are expected to know the general requirements for reporting and responding to environmental emergencies on NCC-managed property.
- Whenever hazardous materials are used or stored, provide spill response equipment. The type and quantity of this equipment must match the type and quantity of hazardous materials used on the site.
- Train employees how to use spill response equipment.

Response in the event of a spill

- **All emergencies MUST be reported immediately to 911 and then to the NCC's 24-hour emergency communications service at 613-239-5353.** Report any spills entering the environment (biological, chemical or petroleum spills) by calling the NCC's 24-hour Emergency Communications Service at 613-239-5353.
- Contain and clean up any spill in accordance with all federal, provincial and local regulatory requirements. When safe, contain the spill immediately using on-site spill response equipment. The Contractor shall ensure subsequent clean-up, in consultation with the NCC.
- Dispose of all used sorbents in accordance with applicable regulatory requirements.
- All spills must also be reported to the appropriate provincial authority in the event of a release on air, land or water, when the quantity involved exceeds normal use, when the spilled products escape their containment system or mix with other products affecting their chemical stability, and potentially causing adverse effects (i.e., negative health impacts) on the environment or property. If so, coordinate spill reporting with the NCC.
- Complete the NCC's Spill Report Form and forward it to Environmental Services within 24 hours of the spill (eric.soulard@ncc-ccn.ca). Complete the spill report in accordance with the Emergency Operating Procedure. The report must also be submitted to the NCC's Contract Manager and contain full details of the spill.

Wildlife

- Workers will avoid intentionally disturbing wildlife on the work site.
- * If an animal is found in a structure, contact the CMO, who will seek advice from the appropriate NCC specialists (environmental officers, biologists, conservation officers) on the best course of action.
- Keep the work site clean and free of trash or leftover food that could attract animals or affect their behaviour.
- Do not cut vegetation or mow naturalized meadows (e.g., Class C meadows) between April 8 and August 28, the peak breeding and nesting season for migratory birds. If, for exceptional reasons, the NCC requires the cutting of vegetation, or mowing of a

Appendix 2-D Environmental Policies and Procedures

naturalized meadow or Class C area between August 8 and 28, it will require the search for migratory bird nesting sites in the sector, which may cause unexpected delays¹.

- * If excavation activities are planned in the vicinity (up to 300 m) of a water body or wetland during turtle breeding season (mid-May to September 30), consult the NCC to determine if a reptile exclusion fence is required to prevent turtles from nesting in exposed soil².

*Water Quality, Fish and Fish Habitat; Erosion Control and Sediment Control*³

- * Any activity that may release sediment, soil or a potentially polluting chemical into a watercourse or sewer requires the development and implementation of an erosion and sediment control plan and an emergency response plan.
- Before beginning the work, take the necessary erosion and sediment control measures to prevent sediment from entering the water. Conduct regular inspections during debris removal and make any necessary repairs in the event of damage.
- Remove all structures and return the site to its natural state once the work has been completed.
- Plan activities near water in a manner that prevents materials such as paints, primers, abrasives, rust inhibiting solvents, degreasers, cement grout, or other chemicals from entering the watercourse.
- Minimize the removal of shoreline vegetation: Use existing roads, cleared swaths or trails wherever possible to avoid disturbing shoreline vegetation and prevent soil compaction. Where possible, prune or trim rather than clear or uproot vegetation.
- Minimize the removal of natural wood debris, rock, sand or other materials from the banks, shorelines or beds of a water body below the usual high water mark. If any material is removed from the water body, set it aside to return it to its original location after construction is completed. Ensure that machinery is kept clean and free of leaks.
- Where possible, operate machinery on land, above the high water mark, or on ice or a barge in a manner that minimizes disturbance to the banks or bed of the water body.
- Use temporary crossing structures or other means to traverse watercourses and water bodies.
- Clean, maintain and refuel machinery, and store hydrocarbons and other products in a manner that prevents the harmful substances from entering drainage ditches, storm sewers and watercourses.

¹ Environnement et Changement climatique Canada. *Lignes directrices de réduction du risque pour les oiseaux migrants*.

[<https://www.canada.ca/fr/environnement-changement-climatique/services/prevention-effets-nefastes-oiseaux-migrants/reduction-risque-oiseaux-migrants.html>].

² D'après le guide *Reptile and Amphibian Exclusion Fencing : Best Practices*, publié par le ministère des Richesses naturelles et des Forêts de l'Ontario.

³ Les mesures d'atténuation sont une adaptation des mesures d'atténuation à prendre pour éviter de nuire aux poissons et à leur habitat, fourni par Pêches et Océans Canada (MPO) [www.dfo-mpo.gc.ca/pnw-ppe/measure-mesures-fra.html].

Appendix 2-D Environmental Policies and Procedures

- * Perform any work below the high water mark of a watercourse, or in a watercourse, outside of fish spawning and high water periods. Specific times for in-water or near-water projects vary by province, species and watercourse. They are determined by Fisheries and Oceans Canada (DFO) and the Ministère des Forêts, de la Faune et des Parcs (MFFP) to protect fish, including eggs, fry, spawning adults and non-food organisms⁴.
- Avoid maintenance activities during wet and rainy period.

Trees

- * Do not cut down any tree with a diameter at chest height (DBH) of 10 centimetres or more without prior authorization from the NCC.
- Keep a minimum distance of 2 metres from trees (species at risk, such as butternut, cork elm or black maple, may require a greater distance) when excavating or installing structures. Install protective devices around all trees that may be damaged by machinery. * If a tree is damaged, report it to the CMO, who will indicate the action to be taken (proper pruning of the branch, replacement of the tree, reporting to the appropriate authorities, etc.).
- Do not park vehicles or machinery or store equipment inside the tree line.
- Protect all tree species protected by federal or provincial legislation (seedlings, saplings or trees; living or dead). Take all necessary precautionary measures, such as flagging the tree or installing protective devices at the foliage line to ensure that the tree is not damaged or cut, including the critical root zone. This includes the following species: butternut (*Juglans cinerea*), cork elm (*Ulmusthomasii*) and black maple (*Acer nigrum*). When the work is completed, remove the tape. * Never prune or cut down these species or trees without authorization from the NCC (permit from ECCC and/or MELCC required).
- Do not cut down any trees between April 8 and August 28, which corresponds to the peak breeding and nesting season for migratory birds. If, for exceptional reasons, the NCC requires trees to be cut down between August 8 and 28, the NCC will require a search of the sector for signs of nesting migratory birds.
- Proceed with any pruning in accordance with established best practices. The following minimum guidelines apply:
 - Use pruning shears, loppers or pruning saws.
 - Prune branches at a slight angle (at the thickest part of the branch, about 2 to 3 centimetres from the base). Avoid pruning flush with the main branch or trunk.
 - Cut the branch at a slight angle to avoid the penetration or accumulation of water in the wound.

⁴ Les périodes particulières par province sont mises en ligne sur le site Web du MPO [<http://www.dfo-mpo.gc.ca/pnw-ppc/timing-periodes/freshwater-caudouce-qc-fra.html>] et doivent être confirmées auprès de l'AGC.

Appendix 2-D Environmental Policies and Procedures

- Once cut, the branch should be no more than 1 meter long.
- In wooded areas, scatter the cut branches in the surrounding woodland, avoiding damage to undergrowth vegetation.

Invasive species

- Before leaving an area infested with invasive species, clean machinery, including tools, of mud, dirt and plant debris. Verify that vehicles and tools are clean before entering an NCC valued ecosystem or habitat. Acceptable cleaning methods include: high-pressure air hoses, mobile cleaning stations that capture runoff water, brushes or brooms. See https://www.ontarioinvasiveplants.ca/wp-content/uploads/2016/07/Clean-Equipment-Protocol_June2016_D3_WEB-1.pdf (available in English only).
- Follow the best practices for managing invasive non-native plants established by the Conseil québécois des espèces exotiques envahissantes (<http://cqeee.org/>) and the Ontario Invasive Plant Council. (<https://www.ontarioinvasiveplants.ca/resources/best-management-practices/>), depending on the species. Eliminate invasive plants to minimize spread, if possible.

Pesticides

- * No pesticides are to be applied for aesthetic reasons on NCC lands (in accordance with the NCC's policy in this regard, adopted in 2012). If the application of a pesticide is required on NCC lands, obtain prior authorization from the NCC and comply fully with all federal and provincial pesticide laws and regulations (*Pest Control Products Act, Quebec Pesticides Act*).

Heritage Resources

- * Before beginning any work on a building, obtain confirmation from the CMA that the building is not classified or recognized by the Federal Heritage Buildings Review Office (FHBRO). The CMA will contact the NCC's Heritage Program for assistance.

Site Restoration

- To prevent the germination and establishment of weeds, preserve native vegetation in and around the project site and disturb the soil as little as possible, in keeping with project objectives.
- Remove all materials on the completion of the work and restore the work site to its original condition or better, including restoring topsoil and native vegetation. Seed mixes must conform to NCC-approved seeding, sodding or mulching practices.
- Revegetate as soon as possible during the growing season. If this solution is unfeasible, stabilize disturbed areas with erosion control mats to keep the soil in place and prevent erosion into water bodies. Do not remove the mats until after revegetation is complete.

Appendix 2-D Environmental Policies and Procedures

- Immediately remove any tree or vegetation debris that falls or enters water bodies.
- *Waste:*
- Recyclable and organic waste:
 - Transport all waste from recycling bins to a recycling center and all organic waste to a compost center. If waste cannot be sent to the appropriate centre, inform the Contract Management Officer (CMO).
- Waste generated by the contractor:
 - Recyclable waste (paper, cardboard, glass, aluminum and plastic) must be sent to a recycling centre;
 - Pruning waste and leaves must be sent to a compost centre (when it cannot be scattered in a nearby wooded area), except in the case of invasive species, where the waste must be buried or sent to a landfill.
 - Leave any pruned or cut ash trees (e.g., logs, branches, chips) in place to slow the spread of the emerald ash borer. No ash tree may be transported outside of an area governed by a ministerial order for EAB. If ash trees must be moved outside the work area, they must be transported to the disposal sites identified for this purpose in the regulated areas.
 - Leave on site any elm (e.g., logs, branches, chips) pruned or cut to slow the spread of Dutch elm disease. If elm trees must be moved outside the work area, they must be chipped as soon as possible after being cut.
 - Excess landscaping materials not reused on site should be sent to a recycling centre for this type of material.
- The Contractor shall account for and report on all disposal costs to the NCC using the "Waste Redevelopment Report for NCC Lands."

Excavation

If the work requires digging or excavating, contact the CMO before starting, to check for soil or groundwater contamination or for archaeological or paleontological resources. Confirm the location of any utilities (public, private, NCC) and provide the CMO with details of the location of the excavation and the type of work to be done (e.g., whether the trench will be deepened or widened compared to the previous excavation).

- Do not store excavated soil within 30 metres of a watercourse or wetland. If no other storage area is available, erect an erosion barrier around the material to minimize erosion. Cover any excavated soil that remains on the site overnight with a tarp.
- Do not excavate within the foliage line of a tree. * If excavation is required in this area, contact the CMO to determine if mitigation measures are required to prevent potential damage to the tree, and to determine if federally protected species are present. It is prohibited to excavate within the foliage limit of a butternut tree or any species protected by federal legislation (see

Appendix 2-D Environmental Policies and Procedures

the section on trees above) without a permit from Environment and Climate Change Canada. No person shall excavate within the foliage limit of a cork elm or black maple, or any species protected by provincial law (see tree section above) without a permit from the Department of Environment and Climate Change.

- If traces of paleontological resources are discovered during activities, all work at the site must cease immediately and the CMO must be notified immediately and the NCC's Environmental Assessment Team will be contacted (isabelle.leclerc-morin@ccn-nnc.ca, 613-239-5678, ext. 5737). Work will not resume at this location until measures are in place to protect these resources.

Contaminated soil and groundwater (work that requires excavation)

- * If the work requires digging or excavating, contact the CMO in advance to check for soil or groundwater contamination.
- If soil or groundwater contamination is present, testing may be required prior to off-site disposal.
- No soil from a contaminated site can be reused elsewhere.
- The management and disposal of contaminated soil must comply with all applicable laws, regulations and guidelines.
- It is the contractor's responsibility to ensure the health and safety of workers who may be exposed to a contaminated site.
- If traces of contaminated soil are found on a site (brick, ash, metals, debris, strong odour, oily appearance, etc.), the NCC must be notified immediately.

Archaeological resources (work that requires excavation)

- * Before starting to dig or excavate, contact the CMO to verify the presence of archaeological resources.
If the excavation does not require altering the footprint of the previous excavation, no archaeological excavation or inspection is required.
- If any evidence of archaeological resources or human remains are discovered during maintenance activities, all work at the site must cease immediately and Ian Badgley, Archaeologist, NCC Heritage Program, must be notified without delay (Ian Badgley, Archaeologist, at ian.badgley@ncc-ccn.ca, 613-239-5678, ext. 5751). Work will not resume at this site until measures are put in place to protect these resources or remains.

Appendix 2-D Environmental Policies and Procedures

Table 1: Mitigation Measures for Maintenance Contracts

In the table below, find the current maintenance activity in the far left column and then take the mitigation measures indicated. Mitigation measures marked with an asterisk (*) require NCC approval prior to commencement of the maintenance activity, or notification of the NCC by the Contractor of any accidents or emergencies. These activities also require the Contractor to contact the Contract Management Officer (CMO) to inform the NCC of the type of work performed. It is then the responsibility of the CMO to contact the appropriate specialists at the NCC (environmental officers, arborists, contaminated sites specialists, biologists, archaeologists, etc.) for their recommendations.

Important: The installation or construction of new fixtures, structures or systems (culverts, electrical conduits, underground pipes, etc.) are not covered in this document. These activities must be assessed separately under the *Impact Assessment Act, 2019*. If the work involves new construction, contact the CMO.

Maintenance activity	Potential Environmental Effects	Mitigation Measures
Landscape Management		
Turf <ul style="list-style-type: none"> - Machine and manual cutting; - trimming; - watering; - edging; - topdressing; - seeding or overseeding; - aerating; - fertilizing; - etc. 	<ul style="list-style-type: none"> • Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life. • Damage to species protected under the <i>Species at Risk Act</i> or the <i>Act respecting threatened or vulnerable species</i> during cutting. • Destruction of migratory bird nests 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines : <ul style="list-style-type: none"> • <i>Wildlife</i>; • <i>Trees</i>; • <i>Pesticides</i>. • Do not apply fertilizers or other products containing phosphorus or nitrogen within 30 metres of a watercourse or water body. • Avoid applying fertilizer prior to heavy rain falls (over 20 millimetres) and do not exceed the manufacturer’s recommended amount. • Collect and, where possible, compost turf cuttings.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
	<p>which are protected under the <i>Migratory Birds Convention Act, 1994</i> during cutting.</p>	
<p>Trees and Shrubs</p> <ul style="list-style-type: none"> - safety and maintenance; - pruning; - trimming; - cultivating; - edging; - mulching; - removal; - winter protection; - etc. 	<ul style="list-style-type: none"> • Damage to trees or shrubs protected under the <i>Species at Risk Act</i> or the <i>Act respecting threatened or vulnerable species</i>. • Destruction of migratory bird nests which are protected under the <i>Migratory Birds Convention Act, 1994</i>. • Improper disposal of diseased trees or shrubs may spread invasive pests, diseases or pathogens. • Improper pruning may decrease tree health. 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> ○ <i>Wildlife</i>; ○ • * Any federally or provincially protected tree species (e.g. butternut, etc.) must be properly flagged and protected to prevent damage or accidental removal. Highly visible flagging tape (using a pre-determined colour) should be used to clearly identify the tree and removed once work is completed. • Before pruning, felling or removing trees (diameter at chest height (DCH) ≥ 10 centimetres), obtain approval from the NCC. It is prohibited to prune or fell any at risk tree species (live or dead) protected by provincial and/or federal law, unless a permit was first obtained from the appropriate agency. • Trees or shrub clippings, branches, or log pieces that show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest (e.g. Dutch elm disease, emerald ash borer, etc.). Healthy material will be collected and composted on-site, where possible. • Minimize the felling of trees with a DCH of less than 10 centimetres to specimens that interfere with machine movement and operation. • All tree or vegetation debris that may fall or enter any water bodies must be removed immediately with as little disturbance as possible. • In Gatineau Park, scatter in the surrounding forest, and on NCC property, any healthy tree or sapling trimmed or felled and 1 metre long.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
		<ul style="list-style-type: none"> * When removing tree stumps, consult the CMO to ensure that the Work does not affect known archaeological resources and/or require testing and disposal of contaminated soils for stumps on a known contaminated site.
<p>Annuals, bulbs and perennials</p> <ul style="list-style-type: none"> - daffodils; - planting; - removing; - watering; - fertilizing; - cultivating; - edging; - hand weeding; - pinching; - roguing; - 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"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> ○ <i>Wildlife</i>; ○ • Do not apply fertilizers or other products containing phosphorus or nitrogen within 30 metres of a watercourse or water body. • Flowers that are removed and show signs of disease or pests must be appropriately disposed of following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest. Healthy clippings are to be collected and composted on-site, where possible. • Plant only non-invasive, preferably native plant species. Obtain NCC approval before introducing a new ornamental species.
<p>Vegetation / nest / nuisance animal⁵</p> <ul style="list-style-type: none"> - inspecting; - removing (as needed). 	<ul style="list-style-type: none"> • Damage to species protected under the <i>Species at Risk Act</i> or the <i>Act respecting threatened or Vulnerable Species</i>. • Destruction of migratory bird nests which are protected 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • <i>Wildlife</i>; • <i>Trees</i>; • <i>Invasive species</i>; • <i>Pesticides</i>. • Ensure that the small nuisance animal is not a species protected under the <i>Species at Risk Act</i> or the <i>Quebec Act respecting threatened or vulnerable species or the Migratory Birds Convention Act</i>.

⁵ Animals causing damage to NCC property.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
	<p>under the <i>Migratory Bird Conventions Act 1994</i>.</p> <ul style="list-style-type: none"> • Pesticides, herbicides, insecticides, or fungicides may kill non-target species. • Accidental spread of invasive species. 	<ul style="list-style-type: none"> • * No active bird nests may be disturbed or destroyed Generally, if migratory birds nesting in buildings are a cause for concern, it is recommended that contractors identify how the birds enter the building. The contractor may block those entries after nesting is completed and before the birds come back to nest the following season, Contact the CMO who will coordinate with NCC biologists to identify the species and, if necessary, apply for a permit under the <i>Species at Risk Act</i>. • 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 biologists on the best course of action. • Obtain written authorization from the NCC in any exceptional circumstances requiring the application of pesticides, 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 Quebec <i>Pesticide Act</i>. Only products registered by Agriculture and Agri-Food Canada under the <i>Pest Control Products Act</i> may be used.
<p>All surfaces</p> <ul style="list-style-type: none"> - inspecting; - sweeping; - removing hazards : <ul style="list-style-type: none"> o leaves, o encroaching vegetation, o 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"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> o <i>Procedures & Emergency Response</i>. • * Work performed in or near water may require a provincial and/or federal permit. Contact the JMA to verify permit requirements with NCC Environmental and Biology Services.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<p>Asphalt surfaces</p> <ul style="list-style-type: none"> - daily inspection; - repairs: <ul style="list-style-type: none"> o bumps, o cracking, o culvert and ditch problems, o drainage problems, o erosion; o manhole problems, o catch basin problems, o etc. - emergency filling of pothole/sinkholes - 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"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • <i>Spills Procedure & Emergency Response;</i> • <i>Wildlife;</i> • <i>Water quality, fish and fish habitat; erosion control and sediment control;</i> • Asphalt should either be mixed away from the site or should be prepared on paved surfaces to minimize the effects of a spill. Excess asphalt must be disposed off-site at a location that meets all regulatory requirements.
<p>Concrete / masonry surface</p> <ul style="list-style-type: none"> - adjustment and correction : <ul style="list-style-type: none"> o curbs, o gutters, o concrete steps, o exposed aggregate; o granite sets 	<ul style="list-style-type: none"> • Accidental spills will degrade environmental quality and have the potential to spread contamination. • Heritage resources will be damaged if their character/defining features are altered. 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • <i>Spills Procedure & Emergency Response;</i> • <i>Heritage resources;</i> • <i>Excavation</i> (if applicable, including) : <ul style="list-style-type: none"> o <i>Contaminated soil and groundwater,</i> o <i>Archaeological resources;</i> • Concrete should either be pre-mixed or, when small quantities are required, mixed on a coated surface (e.g., for minor repairs). Excess concrete must be disposed off-site at a location that meets all regulatory requirements.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> ○ pavers; ○ interlocks; ○ slabs; ○ cobblestones; ○ flag stones; ○ patio stones ○ etc. 		<ul style="list-style-type: none"> ● The washing of concrete trucks and other equipment used for mixing concrete should not be carried out within 30 m of a watercourse or wetland. ● All concrete trucks should collect their wash water and recycle it back into their trucks for disposal off-site at a location meeting all regulatory requirements. ● When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls into the gutter system.
<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. ● Exposing excavated soil could damage the nests of species at risk. 	<ul style="list-style-type: none"> ● Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> ● <i>Air emissions and noise;</i> ● <i>Wildlife;</i> ● <i>Water quality, fish and fish habitat; erosion control and sediment control;</i> ● <i>Excavation</i> (if applicable, included): <ul style="list-style-type: none"> ○ <i>Contaminated soil and groundwater;</i> ○ <i>Archaeological resources;</i> ○ If the work takes place near water: <ul style="list-style-type: none"> ● Work in or near water may require a provincial and/or federal permit. Contact the CMO to verify permit requirements with NCC Environmental Services and biologists. ● Do not enlarge the footprint and do not add fill below the high water mark, unless authorized by the NCC in advance. ● * Install a reptile and amphibian barrier fence.
<p>Wood surfaces:(except above a watercourse)</p> <ul style="list-style-type: none"> - repairing; - partial replacement; 	<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"> ● Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> ● <i>Air emissions;</i> ● <i>Spills Procedure & Emergency Response.</i> ● Ensure proper storage, management and use of materials to minimize

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> - maintaining structural integrity; - sanding; - painting; - etc. <p>Note: If the wood surface is over a body of water, see Bridges, Sidewalks and Docks.</p>		<p>spills.</p> <ul style="list-style-type: none"> • *General rule: Do not use treated wood. Obtain NCC approval if treated wood is required and follow the guidelines for the use of treated wood (currently under review). Do not use treated wood on surfaces used in the preparation or consumption of food (picnic tables, bird feeders), that would be in direct contact with drinking water or that will be used by people (benches, wooden structures for children). • Avoid applying paint before rain.
<p>Lighting and electrical</p> <ul style="list-style-type: none"> - distribution boxes; - electrical panels; - aboveground and underground electrical conduits and wiring, - light standards; - etc. <p>Activity</p> <ul style="list-style-type: none"> - inspecting; - repairing; - securing; - replacing parts; - replacing the entire structure if associated with an existing building or structure; - providing line 	<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. • Damage to tree roots or trees as a result of excavation. • Damage to archaeological resources as a result of excavation. • Damage to heritage 	<ul style="list-style-type: none"> ○ Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • <i>Spills Procedure & Emergency Response</i>; • <i>Water quality, fish and fish habitat; erosion control and sediment control</i>; • <i>Trees</i>; • <i>Heritage resources</i>; • <i>Excavation</i> (if applicable, included): <ul style="list-style-type: none"> • <i>Contaminated soil and them underground</i>, • <i>Archaeological resources</i>. • Dispose of hazardous materials (lamps, ballasts, etc.) in accordance with provincial and federal regulations.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<p>locates;</p> <ul style="list-style-type: none"> - performing immediate repairs; - etc. 	<p>resources if their feature elements are altered.</p> <ul style="list-style-type: none"> • Spread of contaminated groundwater or soils during excavation. • Health and safety effects from the exposure of contaminated soils. 	
<p>Drainage</p> <ul style="list-style-type: none"> - catch basins; - manholes; - underground pipes; - ditches; - side-slopes; - embankments; - drainage channels; - tiles drains; - subsurface drains; - tunnels; - etc. <p>Activity</p> <ul style="list-style-type: none"> - inspecting; - cleaning; - erosion/flood control prevention; 	<ul style="list-style-type: none"> • Release of sediment or chemicals into water, or both. • Damage to tree roots or trees as a result of excavation. • Destruction of nests of migratory birds protected under the <i>Migratory Birds Convention Act, 1994</i>. • Deterioration of water quality, fish and fish habitat protected under the <i>Species at Risk Act</i>, the <i>Act respecting threatened or</i> 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines : <ul style="list-style-type: none"> ○ <i>Water quality, fish and fish habitat; erosion control and sediment control;</i> ○ <i>Spills Procedure & Emergency Response;</i> ○ <i>Wildlife;</i> ○ <i>Trees;</i> ○ <i>Excavation (if applicable, including) :</i> <ul style="list-style-type: none"> ▪ <i>Contaminated soil and groundwater,</i> ▪ <i>Archaeological resources;</i> • * Do not disturb tree roots or excavate inside the dripline. If excavation inside the dripline of a tree is necessary, contact the CMO to verify whether mitigation measures are required to prevent potential damage to the tree and if protected species are present. • No increase in footprint and no new fill placed below the high water mark. • * Carry out routine work and cleaning outside of spawning and high water periods. Specific times for carrying out projects in or around water vary by province, species and watercourse. They are established by Fisheries and Oceans Canada (DFO) and the Ministère

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> - providing line locates; - water level control; - removing surface water; - partial replacements; - etc. 	<p><i>vulnerable species</i> or the <i>Fisheries Act</i>, and nuisance to other species protected under the <i>Species at Risk Act</i> or the <i>Threatened or Vulnerable Species Act</i> (such as turtles).</p> <ul style="list-style-type: none"> • Damage to archaeological resources as a result of excavation. • Spread of contaminated groundwater or soils during excavation. • Health and safety effects from the exposure of contaminated soils. 	<p>des forêts, de la faune et des parcs (MFFP) to protect fish, including eggs, fry, spawning adults and the organisms they feed on.⁶ Avoid performing maintenance activities during wet and rainy periods.</p> <ul style="list-style-type: none"> • Follow Fisheries and Oceans Canada's mitigation measures to avoid harm to fish⁷. <ul style="list-style-type: none"> ○
<p>Culverts</p> <ul style="list-style-type: none"> - cleaning; - clearing; - membrane installation and repair; 	<ul style="list-style-type: none"> • Nuisance to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i>, the <i>Act respecting</i> 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • <i>Water quality, fish and fish habitat; erosion control and sediment control;</i> • <i>Spills Procedure & Emergency Response;</i>

⁶ Specific time periods by province are posted on the DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppe/timing-periodes/freshwater-eaudouce-qc-fra.html>]. They are to be confirmed with the AGC.

⁷ Mesures d'atténuation de Pêches et Océans Canada (MPO) pour éviter de nuire aux poissons : www.dfo-mpo.gc.ca/pnw-ppe/mesures-mesures-fra.html.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<p>- etc.</p>	<p><i>threatened or vulnerable Species Act or the Fisheries Act.</i></p> <ul style="list-style-type: none"> • Degradation of environmental quality in case of accidental spillage. 	<ul style="list-style-type: none"> • <i>Wildlife;</i> • <i>Invasive species.</i> • * Work should be undertaken outside of the fish spawning period and periods of high flooding. Timing windows to conduct projects in or around water may vary by province, species or watercourse and are established by Fisheries and Oceans Canada (DFO) and the Ministère des forêts, de la faune et des parcs (MFFP) to protect fish, including their eggs, juveniles, spawning adults and the organisms on which they feed.⁸. DFO authorization will be required for any work in fish habitat during restricted periods. • 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). • Do not operate vehicles (e.g., vacuum trucks) beyond the boundaries of the work site and do not leave equipment, garbage or other materials on site, even temporarily, without prior authorization from the NCC. • Use existing trails, roads, or cut lines wherever possible to avoid disturbance to the riparian vegetation. • Never operate machinery in a watercourse. • Do not store materials or equipment within 30 metres of a body of water. • 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.

⁸Specific time periods by province are posted on the DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppc/timing-periodes/freshwater-eaudouce-qc-fra.html>]. They are to be confirmed with the AGC.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
		<ul style="list-style-type: none"> • Remove accumulated material and debris slowly to allow clean water to pass, to prevent downstream flooding and reduce the amount of sediment-laden water going downstream. Gradual dewatering will also reduce the potential for stranding fish in upstream areas. • When water (from the truck) is flushed through the culvert, it must be done at a slow speed (gently) as to prevent sedimentation and impacts downstream. • Depending on the sensitivity of the downstream fish habitat and amount of sediment in the culvert, installing cofferdams and working in the dry prior to vacuuming should be considered. • Temporary structures and environmental protection devices must ensure sufficient free movement of water at all times to maintain fish habitat functions (feeding, fry rearing, spawning) downstream from the work site. Take the necessary measures to prevent impacts (e.g. flooding, dewatering, suspended solids, erosion) upstream and downstream of the work site. • All sludge, dirt, sand, rocks, grease, and any other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream end of the culvert being cleaned (either manually or with suction). The Contractor shall maintain record of the amount and type of material removed for each culvert in a format approved by the NCC. • Debris shall be kept in totally enclosed containers at all times and shall be removed from the site at the end of each day or when the containers are full. Under no circumstances will the Contractor be allowed to accumulate debris, etc. on site of work beyond the stated time.
<p>Bridges, Walkways and Docks</p> <ul style="list-style-type: none"> - bridges; - walkways over a watercourse or 	<ul style="list-style-type: none"> • Release of sediment or chemicals into the water. • Destruction of nests of migratory birds 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • <i>Water quality, fish and fish habitat; erosion control and sediment control;</i> • <i>Spills Procedure & Emergency Response.</i>

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<p>wetland;</p> <ul style="list-style-type: none"> - docks; - and so on <p>Activities</p> <ul style="list-style-type: none"> - inspecting; - cleaning; - resurfacing (paint removal, staining, painting); - removing standing water; - partial replacements; - etc. 	<p>protected under the <i>Migratory Birds Convention Act</i>;</p> <p>harm to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i>, the <i>Act respecting threatened or vulnerable species</i> or the <i>Fisheries Act</i>;</p> <p>and harm to other species protected under the <i>Species at Risk Act</i> and the <i>Act respecting threatened or vulnerable species</i> (such as turtles).</p>	<ul style="list-style-type: none"> • For any project involving the following: <ul style="list-style-type: none"> ○ an activity referred to 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> for which an authorization from a regulatory authority may be required and which may require an environmental assessment; Consult with the NCC's CMO, who will in turn contact the NCC's Environmental Assessment team. • Avoid performing maintenance activities during wet and rainy periods. • * Avoid carrying out maintenance activities on bridges and other structures that may serve as nesting sites during the migratory bird breeding and nesting season (April 8 to August 28). Consult the CMO if work must take place during this period to identify measures to be implemented (e.g., installation of temporary netting or other appropriate systems installed prior to the arrival of birds in the sprint in order to prevent birds from initiating nesting on the structure). • *General rule: the use of treated wood is prohibited. Obtain NCC approval if the use of treated wood is required and follow the guidelines for the use of treated wood (currently under review). Do not use treated wood in water or within 15 metres of water. • 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 bridges thoroughly before washing. ○ Clean and remove debris and sediment from drainage devices and dispose of the material in a way that will prevent it from entering the watercourse. ○ Direct wash-water past the ends of the bridge deck to a vegetated area to remove suspended solids, dissipate velocity and prevent sediment and other deleterious substances from entering the watercourse. If this cannot be achieved, use silt fences or other

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
		<p>sediment and erosion control measures to prevent wash-water from entering the watercourse.</p> <ul style="list-style-type: none"> ○ 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 30 m from the watercourse to prevent these materials from entering the watercourse in the event of a spill. ○ Do not clean equipment in the watercourse or where the wash-water can enter the watercourse. ○ Unless the debris accumulation is an immediate threat to the integrity of the piers and abutments, time debris removal to avoid disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows (see the Ontario In-Water Construction Timing Windows), with the exception of ice build-up removal. Specific timing for projects in or near water varies by province, species and watercourse. They are established by Fisheries and Oceans Canada (DFO) and the Ministère des forêts, de la faune et des parcs (MFFP).⁹ ○ Limit the removal of material to that which is necessary to protect piers and abutments.

⁹Les périodes particulières par province sont mises en ligne sur le site Web du MPO [<http://www.dfo-mpo.gc.ca/pnw-ppe/timing-periodes/freshwater-eaudouce-qc-fra.html>]. Elles sont à confirmer avec l'AGC.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
		<ul style="list-style-type: none"> ○ Remove debris by hand or with machinery operating from shore or a floating barge.
<p>Plumbing, Irrigation and Waterworks</p> <ul style="list-style-type: none"> - decorative fountains; - drinking fountains; - outdoor faucets; - underground and aboveground water and sewer lines; - pit toilets; - washrooms; - pump systems; - irrigation controls, lines, heads; - control panels; - etc. <p>Activities</p> <ul style="list-style-type: none"> - inspecting; - installing; - cleaning; - testing; - repairing; - maintaining; - replacement; - water testing; - providing portable toilets; 	<ul style="list-style-type: none"> ● Spread of contaminated groundwater or soils during excavation. ● Accidental spills will degrade environmental quality. ● Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality. ● Damage to archaeological resources as a result of excavation. ● Damage to heritage resources if defining traits are altered. 	<ul style="list-style-type: none"> ● Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> ○ <i>Spills Procedure & Emergency Response</i>; ○ <i>Water quality, fish and fish habitat; erosion control and sediment control</i>; ○ <i>Heritage resources</i>; ○ <i>Excavation (if applicable, including) :</i> <ul style="list-style-type: none"> ▪ <i>Contaminated soil and groundwater</i>, ▪ <i>Archaeological resources</i>. ● *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, the Contractor will consult with the CMO to check for soil or archaeological potential.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> - sinks; - providing locates; - etc. 		
<p>Fixtures, furniture and buildings(NCC furniture only – fences, stone walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, NCC buildings, kiosks, etc.):</p> <ul style="list-style-type: none"> - inspecting; - installing; - repairing - replacing; - cleaning; - removing graffiti; - painting; - staining; - displacing furniture; - and so on. 	<ul style="list-style-type: none"> • Accidental spills will degrade environmental quality. • Potential destruction of migratory bird nests which are protected under the <i>Migratory Birds Convention Act, 1994</i>. • Dispersion of hazardous and designated substances (e.g. asbestos, lead, mercury, silica, urea formaldehyde foam insulation, vinyl chloride, PCBs, arsenic, etc.) in the environmental and potential adverse human health effects. • Damage to archaeological resources caused by 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> ○ <i>Designated substances;</i> ○ <i>Hazardous materials;</i> ○ <i>Wildlife;</i> ○ <i>Water quality and fish and fish habitat; erosion control and sediment control;</i> ○ <i>Trees;</i> ○ <i>Heritage resources;</i> ○ <i>Excavation</i> (if applicable, including) : <ul style="list-style-type: none"> ▪ <i>Contaminated soil and groundwater,</i> ▪ <i>Archaeological resources;</i> • * If traces of soil contamination are found on the site, notify the NCC immediately. • See "Spill Procedure and Emergency Response" on page 3. • If the presence of a nest is observed on the structure, stop the work (building, kiosk, roof, etc.) and notify the JMA. • Avoid applying paint if rain is forecast. • Avoid using cleaning products containing phosphates. • * In the event of the removal or demolition of a building located within 30 metres of a school, hospital or residential building, consult the JMA to coordinate preparations for the prescribed impact assessment.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
	excavation. • Damage to heritage resources if their defining traits are altered	
<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; - inspecting; - removing : <ul style="list-style-type: none"> o blowing, o plowing, o shovelling; - clearing; - cleaning; - sweeping; - de-icing; - stockpiling; - transporting; - disposing; - flood control; - emergency services; 	<ul style="list-style-type: none"> o Road salt may 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, and adversely affect vegetation, soil, wildlife and ecosystems. • Accidental damage to trees. 	<ul style="list-style-type: none"> • Apply only the minimum amount of salt required for safety. • If possible (e.g. on a gravel road or in a parking lot), apply a mixture of sand and salt (consult AGC). • If there is not enough room to store snow at the bottom of the parking lot or on the side of the trail, dispose of the snow by taking it to an authorized snow disposal site. • Select the location for snow storage so that melt water that may contain salt is not directed to a water body, stream or wetland. Do not store snow from another site on NCC-managed land. • Install snow barriers around trees that may be damaged during snow removal and hauling activities. • Do not blow, chase, store or shovel snow against trees or shrubs, or into watercourses or wetlands.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
- etc.		
<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: <ul style="list-style-type: none"> o hard surfaces, o bridges, o tunnels; - removing graffiti and posters (from all assets); - removing vegetative and non-vegetative material in spring; - removing spills; - etc. 	<ul style="list-style-type: none"> • Improper disposal of waste will degrade environmental quality.. 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> • Garbage. • All solid waste must be disposed of in accordance with all applicable environmental laws. The contractor must be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, all municipal recycling and composting procedures shall be respected. • Except in the following case, do not burn any waste on NCC property: branches and cuttings, with prior authorization from the NCC and appropriate municipal burning permits. • Upon request, and for specific periods of time, report the total weight to be disposed of, recycled and composted ¹⁰. • Do not sweep or push garbage or debris into watercourses or wetlands. • Pick up the waste after completing the required work on site.
<p>Activities entirely inside a building</p>	<ul style="list-style-type: none"> • Health and safety effects due to exposure to designated 	<ul style="list-style-type: none"> • Refer to the following sections of the General Environmental Guidelines: <ul style="list-style-type: none"> o <i>Designated substances</i>; o <i>Hazardous materials</i>;

¹⁰ La demande de ces données viendrait de l'équipe de la *Stratégie de développement durable de la CCN*, en vue de l'atteinte des objectifs fixés dans la stratégie. Elle ferait d'abord l'objet d'une discussion avec l'AGC.

Appendix 2-D Environmental Policies and Procedures

Maintenance activity	Potential Environmental Effects	Mitigation Measures
	<p>substances or hazardous materials.</p> <ul style="list-style-type: none"> • Damage to species protected under the <i>Species at Risk Act</i> or the <i>Threatened or Vulnerable Species Act</i>. • Destruction of nests of migratory birds protected under the <i>Migratory Birds Convention Act</i>. 	<ul style="list-style-type: none"> ○ <i>Wildlife;</i> ○ <i>Heritage resources.</i> • * Do not disturb or destroy an occupied nest or a place where a bat lives. Before undertaking any work where there may be a brooding bird or bat: <ul style="list-style-type: none"> ○ Inspect the building before beginning construction or maintenance activities to ensure that it does not harbour bird nests or bat tracks. If it does, notify the JMA. A qualified biologist may be required to survey species protected under the <i>Species at Risk Act</i>, the <i>Act respecting threatened or vulnerable species</i> or the <i>Migratory Birds Convention Act, 1994</i>. ○ Carry out work outside the nesting and hibernation periods for birds and hibernation and maternity periods for bats (sensitive or critical period; April 8 to August 28). ○ If the planned work is to take place during these periods, implement exclusion measures to prevent animals from accessing the site (nets, signs) beforehand). ○ Train staff to identify species at risk potentially present in the building. If a species at risk is found on the site or in a structure, that it will not be moved and there is a risk that construction activities will harm the animal, cease all activities and notify the JMA. <p>Wherever possible, avoid the use of cleaning products containing phosphates and use environmentally friendly products.</p>

SECTION 3 – GENERAL REQUIREMENTS

3.0 Introduction

This section identifies the general requirements of the Contract. These activities support the provision of services described in sections 4 (Operational Services) 5 (Program Support and Other Services) and 6 (Reports) of the Contract.

3.1 Employees

3.1.1 General

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

Any employee providing direct services, offered or required to be offered, to the public (e.g., parking lot attendants, staff who answer emergency calls and respond to cases reported by the public or by other stakeholders, staff on site during temporary road closures when interaction with the public is required or planned, etc.) shall be fluent in both official languages of Canada (see 2.4.3.4).

3.1.2 Experience

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

- Any person in a supervisory capacity shall have at least five (5) years experience in the following fields: Landscape and Civil Maintenance, Snow and Ice Control, Waste/Recycling/Cleaning Operations.
- Field employees shall have appropriate experience and skills to perform the duties of the Contract. They shall either have at least one (1) season of experience in summer and/or winter maintenance or be new seasonal workers (such workers to be supervised at all times by experienced employees).
- All employees must, when applicable, have appropriate safety training and security clearances (see article 2.15.15).

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

3.1.3 Orientation

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

SECTION 3 – GENERAL REQUIREMENTS

- NCC general information to visitors
- Worker safety (see 2.15.24)
- Proper use of tools and machinery
- Proper maintenance practices (horticulture, civil, Snow and Ice Control, Waste/Recycling/Cleaning Operations, etc.)
- Proper environmental practices.

Once per year, the NCC will hold an information session that must be attended by key Contractor staff, more specifically those who directly supervise the personnel responsible for the delivery of services contained in this Contract. The information sessions are to allow NCC experts to share information about best practices, the most up to date information and new data concerning (but not limited to):

- Environmental management
- Invasive alien species
- Valued ecosystems
- Archeology
- The application of mitigation measures contained in Appendix 2-D
- Environmental legislation, regulations and policies
- New data or information that may have an impact on any (or all) of the above.

This information session will last no less than one (1) hour and no more than three (3) hours. Attendance and participation by key employees of the Contractor is mandatory.

3.1.4 Work Dress

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

3.1.5 Replacement of Employees

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

3.1.6 Art of Trade and Certification

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

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

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

SECTION 3 – GENERAL REQUIREMENTS

3.1.7 NCC Regulations and Environmental Policies and Procedures

The Contractor shall ensure its agents and employees are familiar with and comply with the NCC Traffic and Property Regulations, NCC Animal Regulations, regulations on the Leamy Lake Navigational Channel, NCC Environmental Policies and Procedures (Appendix 2-D) and other specific directives relating to its facilities and services.

3.2 Hours of Work

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

3.3 Office and Base of Operation

The Contractor shall use an office as a base of operation to provide all administrative/Maintenance management services required in this Contract. The office shall be fully operational for the start of the Contract (April 1, 2021) and remain as such throughout the duration of the Contract. The office and/or base of operation must allow the Contractor to satisfy all of the operational requirements of the Contract including, but not limited to, the emergency intervention requirements described in 3.9. The Contractor shall attend meetings at the NCC's request at 33 Scott Road, Chelsea, Quebec.

3.4 Financial reconciliation

The specifications indicate certain monetary and material quantities required for performance of the Contract. These quantities shall be reconciled on an annual basis. The Contractor will be credited for the quantities in question or required to pay for them, as the case may be, at the end of each year. The Contractor may request to carry over certain quantities to the following year subject to NCC approval. The reconciliation process will take place in February to allow for accounting in the current fiscal year (Appendix 3-B)

3.4 Vehicles, Materials & Assets

3.4.1 Vehicles

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

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

SECTION 3 – GENERAL REQUIREMENTS

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

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

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

The use of all-terrain vehicles (ATV) is strongly recommended and encouraged on the recreational pathways during site inspection and maintenance.

3.4.2 Materials

3.4.2.1 Standards

All materials required for the Contract are the responsibility of the Contractor and must respect all material standards and guidelines of this Contract. All materials and parts supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), National Building Code and the "NCC Standard Drawings and Details" dated December 2008. The material standard guideline detailed in Appendix 3-A is provided to ensure that the Replacement of any material respects the original design requirements set out by the NCC. The Contractor shall comply with the said material standards and guidelines. The Contractor shall not use an alternate type or lower quality material on any given site, nor shall the Contractor mix types or qualities of material on any site.

3.4.2.2 Substitution

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

3.4.3 Assets

3.4.3.1 General

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

SECTION 3 – GENERAL REQUIREMENTS

- Supply on an ongoing basis (within 48 hours), any replacement parts required for specialized assets. This may entail the establishment of an inventory of such specialized parts;
- Provide Routine, non-routine, emergency and Preventative Maintenance for all assets within the Scope of Work of this Contract and to the quality standards and specifications as noted in Part I (Table 4.0 and sections 1, 4 and 5) and Part II of this Contract. The said Maintenance services, shall be provided on an ongoing basis for the duration of the Contract Term;
- Repair and replace all assets that have been vandalized, lost or stolen (see 3.14 for limits on Contractor’s liability). The Contractor shall file a missing or stolen property report (including details and police report, etc.) along with an occurrence report (see 6.1.10 and Appendix 6-F) for any vandalized, lost or stolen assets. The NCC and Contractor shall jointly determine whether an asset needs repairs or replacement following vandalism.

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

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

Note

- The Contractor accepts all assets “as is” and will be responsible to maintain them unless he notifies the NCC that a particular asset (except green assets, i.e. trees, turf, etc., and assets referred to in 3.14 Damage to Assets Due to Vandalism/Accidents or Theft and 3.15 Third Party Damage) is in need of Rehabilitation **and** the NCC acknowledges that fact. In such circumstances, the Contractor’s responsibility shall be to take the necessary measures to ensure public safety.

3.4.3.2 Standards

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

3.4.3.3 Portable Assets

3.4.3.3.1 General

SECTION 3 – GENERAL REQUIREMENTS

The Contractor shall:

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

3.4.3.3.2 Storage

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

3.4.4 Buildings

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

- the concession building (including sanitary facilities, storage room, premises and shelter located in the picnic area at Leamy Lake Park;
- the “Maison du vélo” at Jacques Cartier Park North;
- Charron House in Jacques Cartier Park South.

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

SECTION 3 – GENERAL REQUIREMENTS**3.5 Monitoring****3.5.1 Monitoring & Evaluation****3.5.1.1 Contractor**

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

The Contractor shall ensure that all sites included in this Contract are visited and verified by the Supervisor or by any other staff at least once daily (weekdays, weekends and holidays) for the duration of the Term. The results of these daily site visits (including all observations, Work requirements, etc.) are to be logged in a written form and kept at the Contractors place of business. The CMO may, at any time during Business Hours and without advance notice to the Contractor, request to view the log book in part or in whole. Refusal to grant access to the requested documentation and/or failure to produce the relevant daily log reports requested (i.e.: specific dates) within two (2) hours of the request by the CMO shall constitute a default and the NCC will be entitled to exercise the rights and remedies listed in 2.146.22. Also see 6.1.17 and 2.7.3.

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

The Contractor will be responsible for managing operational meetings and drafting the minutes. The format and number of meetings will be mutually agreed upon, although the NCC reserves the right to set the frequency and format of meetings as required.

3.5.1.2 Contract Management Officer (CMO)

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

SECTION 3 – GENERAL REQUIREMENTS

3.5.2 Unresolved or Recurrent Issues

In the case of any unresolved or recurrent issues, the NCC may at its own discretion record the matter on an unsatisfactory performance report (UPR; see Appendix 6-G). The Contractor shall respect and implement all recommendations indicated on the UPR to the full satisfaction of the NCC (for any unresolved or recurrent issues, the NCC may also wish to exercise its rights and remedies under the default clause – see 2.146.22).

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

Furthermore, to impress upon the Contractor the importance that the NCC places on its responsibilities toward public safety, environmental protection, and reporting documents, the NCC has identified related performance sectors that it considers to be especially significant. Any failure or default regarding any of these components will result in automatic monetary penalty (fine) which will be deducted from the NCC's monthly payment on the basic Contract (see 2.14.12.14.16.22.1, item vi and Appendix 2-B).

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

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

3.6 Communication Devices and Technologies

The Contractor shall be required to provide as part of this Contract, all of the following communication devices: telephones, cellular phones, voice mail, fax machines, E-mail and digital cameras. The Contractor shall also have the equipment needed to manage meetings remotely with several participants, in keeping with NCC requirements. The Contractor shall be responsible for purchasing all necessary equipment (including installation fees) and for all costs related to their use (including long distance charges). All public communication systems shall support bilingual communications and shall allow the NCC and the public to leave voice mail messages after working hours. The cellular phone number shall remain the same for the entire Term and shall be given to the NCC before April 1, 2016.

3.7 Provision of Services

For all actions and/or anomalies reported through occurrence reports the work must be completed within a delay of 24 hours following notification. In the case of non-compliance, the NCC shall take any reasonable measures at its disposition (including, but not limited to exercising the NCC's rights and remedies under the default provision – see 6.22), to ensure that time requirements are strictly respected. The NCC may consider, at its sole discretion, to prolong any deadline for providing services.

SECTION 3 – GENERAL REQUIREMENTS**3.8 Change of Dates**

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

3.9 Emergency Intervention

The Contractor shall provide a 24 hour/7 days a week Emergency Intervention Service. The said Emergency Intervention Service shall include a dedicated telephone line to respond to any and all emergency situations. The Contractor must return all calls received within 10 minutes. If the call is not **answered**¹ within 10 minutes, an automatic financial penalty will apply (see 2.14.16.22.1, item vi and Appendix 2-B). The telephone number for the Emergency Intervention Service shall remain the same for the duration of the Term of this Contract and shall be given to the NCC Call Centre, to the NCC 24-hour emergency service centre. The Contractor shall be available at all times to **answer** all emergency telephone calls in both official languages and immediately provide the required emergency services (e.g. accident clean-up, electrical and system repairs).

Note

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

3.10 Public Safety

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

3.11 Emergency Closures of Roadways and Pathways/Sidewalks

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

SECTION 3 – GENERAL REQUIREMENTS

- supply, erect and dismantle barricades, road signs, fences, cones, etc.;
- be familiar with the sites for the closure of access points such as parkways, trails, etc.;
- assist in detour planning;
- provide appropriate signage as required.
 - signage must comply with NCC and Ministère des Transports du Québec standards and be in both official languages.
 - the Contractor shall have sufficient signage, barricades, cones and fences to close at least 10 trail sections, including any related detours, in addition to the signage required to close 2 roads with detours.
 - among other things the signage must include the following: signs indicating "closed path"; "flooded path"; arrows indicating detours; signs indicating "road closed", "flooded roadway"; danger beacon; base with a 6-foot high metal post to support the signage, including rubber bases (50 lb.), etc. This signage shall meet MTQ standards and the Contractor shall have access to it at all times.
- These operations can take place on a daily basis and can last for a period of time.

3.12 Traffic Control

All traffic control at work sites shall be the responsibility of the Contractor and shall conform to provincial traffic control standards. Guidance on the extent of control measures required shall be obtained from the RCMP or other local policing agencies. Safety vests shall be worn at all times if employees are working on or adjacent to roadways, roadside or recreational pathways and trails.

3.13 Locking Devices

The NCC has an established hierarchical lock and key system. At the beginning of the Contract, the NCC will provide the Contractor with three copies of each key required for the execution of the duties described in this Contract. The Contractor shall be responsible for maintaining, replacing and providing at his/her own expense any stolen, lost, keys or vandalized locks and padlocks required for buildings, gates, bollards, etc. (master padlock keyed to 2402). The Contractor must also control the distribution of keys in his/her possession. To do so, the Contractor shall maintain a register (date, name, telephone number, number of keys and signature) of all employees, subcontractors and users to whom he/she has provided keys. The Contractor could be required to provide the said register to the NCC upon request.

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

3.14 Damage to Assets Due to Vandalism/Accident or Theft

3.14.1 General

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

- if the asset can be restored to its prior condition by cleaning it (which includes cleaning and removal of graffiti) or painting it, the Contractor shall comply with

SECTION 3 – GENERAL REQUIREMENTS

section 4.6.1.5 and shall clean the asset using the most appropriate cleaning/removal process and/or repaint the asset;

- if the asset cannot be restored by cleaning and/or painting or has been stolen or destroyed, the Contractor shall replace the asset. Any asset provided by the Contractor as a replacement item shall be identical to the original and shall comply with the requirements as indicated in the NCC Standard Drawing and Details dated December 2008.

All repairs/replacements that are required due to vandalism, accidents or theft shall be recorded and reported on an occurrence report (see Appendix 6-F). Digital photographs of the damages shall accompany the report when submitted to the NCC. These reports must be forwarded to the NCC no later than 24 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 do not reflect fair market prices, it may award the work (labour and/or materials) to other suppliers.

3.14.2 Deadlines

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

3.14.3 Liability

As part of his fee tender, the Contractor shall include an annual allowance of \$30,000 thousand dollars (plus applicable taxes) for the repair and/or replacement of assets which are damaged or destroyed as per 3.14.1. On an annual basis, the NCC will be responsible for any expenses beyond the \$30,000 identified for this purpose.

Only the amounts resulting from work authorized by the NCC and performed by the Contractor will be deducted from the \$30,000 annual limit. At the end of each year of the Contract, the unused portion of the \$30,000 allowance shall be returned to the NCC through a reconciliation process or carried over to the next fiscal year at the NCC's sole discretion. Any amounts reconciled will be removed from one of the Contractor's subsequent monthly payments.

3.15 Third Party Damage

3.15.1 General

SECTION 3 – GENERAL REQUIREMENTS

The Contractor shall be responsible for the immediate repair, Replacement and/or reinstatement of any asset or land that has been damaged as a result of work undertaken by third parties. This includes, but is not limited to organizations such as construction contractors, Hydro, Bell, gas companies, local/regional/provincial governments, private contractors, federal departments or agencies, etc. The Contractor shall also be responsible for any work initiated by third parties but not completed to the satisfaction of the NCC. Subject to section 3.15.3, the Contractor shall provide these services (repair/Replacement/reinstatement/ completion) at his/her own expense.

3.15.2 Deadlines

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

3.15.3 Liability

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

3.16 Damage Caused by Contractor

3.16.1 General

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

3.16.2 Deadlines

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

SECTION 3 – GENERAL REQUIREMENTS

3.17 Environmental Requirements

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

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

3.18 Pesticides/Herbicides (see 4.3.4)

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

The Contractor shall also follow all provincial regulations <http://www.environnement.gouv.qc.ca/pesticides/permis/feuillet-reference/feuille-loi-sur-les-pesticides.pdf>, including obtaining all appropriate licenses and liability insurance for the application of pesticides, herbicides and fungicides (Contractor to provide to NCC proof of liability insurance and license before March 15th of each Year of the Contract). In the event that the Contractor calls upon the services of specialized company(ies), the Contractor shall provide the name of the company(ies) offering the services and its qualification(s). The Contractor must obtain prior approval from the NCC before commencing any spraying activity. Pesticide application records must be filled out by the Contractor any time pesticides or herbicides are sprayed or used on any lands included in this Contract in accordance with 6.1.14.

3.19 Waste Disposal

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

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

When Recycling Program is required, the Contractor shall:

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

SECTION 3 – GENERAL REQUIREMENTS

3.20 Flooding

The Contractor shall monitor on a regular basis for any potential or actual flooding. The Contractor shall monitor the situation more closely in spring and during major precipitation. The Contractor shall take any safety and mitigating measures necessary to protect the public and reduce damage to NCC assets (e.g. installation of signs and barricades, clearing build-up, turning off underground electrical systems such as pathway lighting systems along rivers and bodies of water, etc.). See section 3.11 for equipment requirements. If necessary, the Contractor shall annually supply, install and remove 5000 sandbags. Sandbags that have been submerged in water shall be removed/discarded in accordance with provincial and municipal environmental measures.

3.21 Small Animal Management

The Contractor shall monitor beaver and small animal activity occurring on lands included in this Contract and report back to the NCC. The Contractor shall install and maintain on a regular basis protective material around any tree that may be or is being damaged by beavers. The NCC shall be responsible for all costs related to the removal of beavers from their environment. However, the Contractor shall be responsible for the removal, at his cost and relocation of groundhogs or other small animals that cause damage to property, or at the request of the NCC (CMA) The Contractor will repair at its own expense any damage caused by marmots and other small animals.

The Contractor will be responsible to pick up small animals (e.g. groundhogs, skunks, porcupines, squirrels, racoons, foxes) found dead along the roads and trails of the lands included in this Contract. These must be disposed in accordance with all federal, provincial and municipal regulations in that matter. Animal carcasses must be handled in a safe manner, using thick gloves. The carcass must be lifted and carried from its back legs, avoiding contact with all body fluids. Any abnormal situation, such as a high incidence of mortality of the same species, will be reported to the NCC. Carcasses which the Contractor suspects may be infected with rabies (i.e. racoons) and other large dead animals (i.e. deer, bears) which are seen will be reported to the NCC Conservation Officers. They will remove and dispose of them (see 4.6.1.1).

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

3.22 Media Relations

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

3.23 Public Requests for Services

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

- Respond to and investigate on site all requests;

SECTION 3 – GENERAL REQUIREMENTS

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

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

3.24 No Sale

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

3.25 Salt Boxes (see 4.5)

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

3.26 Fire Extinguishers

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

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

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

The Contractor will:

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

SECTION 3 – GENERAL REQUIREMENTS

3.27 Transition

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

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

3.28 Lost, Found and Donated Items

The Contractor shall collect all (less valuable and valuable) items found on lands included in the Contract. The Contractor shall keep all said items in a safe location at his/her main office. For claims involving valuable items (eye glasses, cameras, beepers, 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 NCC at the end of March of each Contract Year. Furthermore, the Contractor shall collect, remove and return to the NCC all donated items including, but not limited to, wreaths, money, coins, medals, etc., deposited in fountains, monuments or any other assets.

3.29 Site Accessibility

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

3.30 Utility Services Meter Reading

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

3.31 Volunteers

SECTION 3 – GENERAL REQUIREMENTS

The Contractor is required to support volunteer activities (5 maximum) within the lands of this Contract, including:

- Closures of roads, walkways and trails.
- Volunteer clean-up or beautification activities (e.g., Capital Sweep, shoreline clean-up). Contractor will be responsible for collecting garbage bags collected by volunteers.
- Parkway, road and pathway closures for the Sunday Bikedays program (see 5.1).

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

3.32 Invasive Alien Species Management

Invasive alien species are now recognized as one of the most severe threat to biodiversity worldwide second only to direct habitat loss and fragmentation. Invasive alien species are non-indigenous species that spreads quickly when introduced outside of their normal range. They can cause decline in native biodiversity, including endangered species, and lead to important environmental changes by altering ecosystem functions.

3.32.1 Goals

Reduce the impact of aggressive invasive alien species on NCC lands by:

Prevention of new invasions;

Early detection of new invaders;

Rapid response to new invaders; and;

Management of established and spreading invaders (containment, eradication, and control).

Restore valued natural ecosystems and habitats to the best extent possible.

3.32.2 General

All work performed by the Contractor must follow the mitigation measures relating to invasive species, as described in Appendix B.

Follow the NCC cleaning protocol for vehicles, boats, boots, shovel, and clothes before moving them to another site (see mitigation measures in Appendix B).

The Contractor's field workers will have to attend the NCC invasive species training program to serve as early detectors of IAS and report locations of IAS.

The Contractor shall use species from the list of native plant species approved by NCC for landscaping and restoration.

3.32.3 Details

SECTION 3 – GENERAL REQUIREMENTS

Every year, the contractor will have to perform management interventions on priority areas, such as species removal following NCC protocol (control or eradication), installation of geotextile mats, and planting of native species. The locations will be determined by the NCC, in conjunction with the Contractor. The overall area that will require intervention is 5,000 m² per year. Specifically, these tasks shall include:

Cut and/or remove from soil, invasive plants and dispose offsite as per mitigation measures. Mechanical techniques can be used.

Remove and dispose of soil offsite, as required in the mitigation measures.

Supply and install topsoil as required to a maximum of 200 m³.

Supply and install top grade geotextile (70 gram) to a maximum of 600 m².

Supply and install new plant materials listed as per the list of approved material, in the areas delineated by the NCC. The Contractor is also responsible to prepare the soil, transport the plants, water as required and monitor the plants over the entire duration of this contract. If more than 25% of the plants do not survive, the Contractor must replace the dead plants. Please note that the replanting is only for year 2 & 4 of the Contract. The contractor shall provide plants, trees, soil, and material for landscaping and restoration that are free of invasive species. The Contractor shall provide nursery certificates to that effect. The Contractor shall purchase plants and trees from the list to be provided by the NCC prior to commencement of the Work, up to a maximum of \$5,000 (before tax). If the cost of purchasing plants exceeds this amount, the NCC will pay all additional costs for the purchase of plants and trees, although the Contractor shall perform the work described in this section for all plants and trees to be included on the list. A maximum of 100 plants and 30 trees shall be purchased per operation.

3.33 Archaeological Discoveries on NCC Lands

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

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

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

SECTION 3 – GENERAL REQUIREMENTS

trade posts, homesteads, farmsteads, transportation and industrial sites, stone fences quarries, bridges, dumps and trails.

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

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

If archaeological resources or human remains are discovered during maintenance work, work at the location shall immediately halt and the Contract Management Officer shall be notified without delay. Work will not resume at this location until protective measures have been taken.

SECTION 3 – GENERAL REQUIREMENTS

APPENDIX 3-A MATERIAL STANDARD GUIDELINE

1. Topsoil

For Turf Areas:

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

For Planting Beds:

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

2. Peatmoss

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

3. Sand

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

4. Fertilizer

Complete commercial synthetic stabilized nitrogen lawn fertilizer.

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

Application rate: 2.5 kg per 100 m².

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

5. Lime

Ground agricultural limestone containing not less than 85% carbonates.

6. Bonemeal

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

7. Water

Non-toxic to plants.

8. Grass Seed

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

General all purpose mix:

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

Application rate: 1.2 kg per 100 m².

Boulevard/curb side mix:

60% Arctic Perennial Ryegrass
40% SR5210 Creeping Red Fescue

Application rate: 1.8 kg per 100 m².

High Traffic Reinstatement Blend (spring or summer application)

80% Arctic Perennial Ryegrass
20% Bluechip Kentucky Bluegrass

Application rate: 4.5 kg per 100 m².

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

SECTION 3 – GENERAL REQUIREMENTS

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

9. Nursery Sod

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

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

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

Broken, dry or discoloured pieces shall be rejected.

10. Plant Material

▪ **Annuals**

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

▪ **Bulbs**

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

Fertilizer for annuals:

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

Application rate: 1 kg per 10 square metres.

Fungicide:

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

▪ **Perennials**

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

▪ **Shrubs & Ground Cover**

i) They shall be free of disease, insects, defects and injuries and of size specified or requested by CMO. They shall be structurally sound with strong fibrous root systems.

ii) Root preparation, sizing, grading and quality shall comply with metric guide specification for nursery stock).

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

▪ **Trees**

i) They shall be free of disease, insects, defects and injuries and of size specified or requested by CMO. They shall be structurally sound with strong fibrous root systems.

ii) Root preparation, sizing, grading and quality shall comply with metric guide specification for nursery stock.

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

SECTION 3 – GENERAL REQUIREMENTS

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

11. Mulch

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

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

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

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

Composition: pellets or flakes

Container: 20 kg bags

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

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

13. Winter Road Salt (Typical highway road salt)

Crushed mine salt granules must meet the Quebec standard. https://www.transports.gouv.qc.ca/fr/gestion-environnementale-sels-voirie/Documents/GSV/references-utiles/publications_MTO/guide-bonnes-pratiques-epandage.pdf

The products used must be certified by the BNQ and approved by the NCC. Their maximum size shall not exceed 9.75 mm (3/8 in.) and their minimum size shall not be less than 2.38 mm (1/8 in.). Any other material to be used for de-icing must be approved by the NCC prior to use. The Contractor shall not store any salt or sand reserves on NCC lands without prior approval from the NCC.

14. Roadway Granules (Winter Grit)

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

15. Garbage Bags

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

16. Park Furniture Paint Codes

Core park benches:

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

Other furniture:

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

Planters – Wood:

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

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

SECTION 3 – GENERAL REQUIREMENTS**APPENDIX 3-B**

Annual Financial Reconciliation

#	# item	Items	Quantités (par année ou par période)	Montants	Remarques
1	3.14	Vandalisme - accident - vol	1 fois par an	\$30,000	
2	3.15	Dommages causé par des tiers	1 fois par an	\$5,000	
3	3.32.3	Gestion des espèces envahissantes superficie totale 5000 m ³ par année Fournir et mettre en place 200 m ² de terre végétale Fournir et mettre en place 600 m ² (70 grammes) Fournir et installer nouvelles plantes. Année 2 et 4 du contrat	1 fois par an 1 fois par an 1 fois par an Par période	\$6,000	
4	4.8.1.2	Programme floral annuelles 18 270 par année Programme floral bulbes 81270 par année	1 fois par an		Réconciliation selon les termes, section 4.8.1.2
5	4.4.3.1	Rapport puisard	Par période		Réconcilié selon le montant soumissionné
6	4.4.1	Fournir et étendre 525 m ³ de matière granulaire pour les sentier Fournir et étendre 150 m ³ de matière granulaire pour les routes et stationnements Fournir et installer 150 madriers pour les surfaces en bois Marquage des chaussées d'asphalte Chaussées d'asphalte – obturation de 1600 mètres linéaires par année	1 fois par an 1 fois par an 1 fois par an Par période 1 fois par an		Voir annexe 4-E
7	4.4.3.1	200 mètres linéaires de nouveau fossé	Par période		
8	4.4.5	Restaurer 130 bancs de parc	Par période		
9	4.7.7	Location de trois toilettes portatives et station sanitaire	1 fois par an		
10	4.8.1.4.1	Fournir et étaler 100 m ³ de paillis fin de cèdre par année	1 fois par an		
11	4.8.1.4.2	Épandre et mélanger 100 m ³ de composte par année	1 fois par an		
12	5.1.2	Dommage causé par l'évènement de Bal de Neige	1 fois par an	\$10,000	
13	5.1.3	Dommage causé par l'évènement de la fête du Canada	1 fois par an	\$5,000	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.0 Introduction

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

TABLE 4.0

SITE – MAINTENANCE SERVICES AND QUALITY STANDARDS

2.0 Activity	Site ▶																						
	1. Terasini Park	2. Champlain Corridor	3. Voyageurs Corridor	4. Moore Corridor	5. Philemon Wright Corridor	6. Brébeuf Park	7. Chars de combat Park	8. Portageurs Park	9. Leamy Lake Park	10. Sentier de L'île Park	11. Leamy Lake Park/Fournier Blvd.	12. Jacques Cartier Park North	13. Jacques Cartier Park South	14. Moncalm-Taché Park	15. Champlain Bridge (Quebec Approach)	16. Macdonald-Cartier Bridge (Quebec Approach)	17. Des Fées Lake Parkway	18. Brewery Creek Lands North	19. Brewery Creek Lands South	20. Confederation Boulevard	21. Canadian Museum of History Pathway	22. Kruger Park	
Turf	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Trees and Shrubs	B	N	B	C	N	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Annuals, bulbs & perennials						B			B	B		B	B	B	B	B	B			B	B		
Non-desirable vegetation/nests/small animals	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Roadways/parking lots/walkways/pathways/sidewalks/trails	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B
Lighting & Electrical Systems							B	B	B	B		B	B	B	B					B	B	B	
Drainage systems	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B		B	B	B	B	B		
Plumbing, irrigation & water systems									B	B		B	A								B		
Fixtures & furniture	B		B			B	B	B	B	B		B	B	B			B		B	B	B	B	B
Snow & ice control				B					B		B	B	B							B			
Waste/Recycling/Cleaning Operations	B	B	B	B	B	B	B	B	A	B	B	B	A	B	A	B	B	B	B	B	B	B	B

Notes

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.1 Format

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

Type 1

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

Type 2

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

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

4.2 Work Standards

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

4.3 Landscape Maintenance

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

* Naturalized lands.

4.3.1.1 CUTTING AND TRIMMING			
Class A	Class B	Class C	Class N
<p>Cut to 7 cm before it reaches 10 cm.</p>	<p>Cut to 8 cm before it reaches 12 cm.</p>	<p>Meadow field: Cut to 15 cm beginning on August 29. Swaths for fire break: 5 m wide swaths along roads (each side), along pathways and fences (width of 3m each side) or additional width at specific locations as directed by the CMO. Cut to 15 cm by mid-July. In meadow fields and other Class C turf areas where the NCC reports (by early July) the presence of Invasive species, the Contractor shall cut to 15cm by mid-July. Remove (by the end of July) all Invasive species once a year, subject to the limitations of 3.32.</p>	<p>Along pathways: maintain 2m of Class B on either side at all times. Swaths for fire break: 5 m wide swaths along roads (each side), along pathways and fences (width of 3m each side) or additional width at specific locations as directed by the CMO. Cut to 15 cm by mid-July. Remove (by the end of July) all Invasive species once a year.</p>
SPECIAL REQUIREMENTS			
<ol style="list-style-type: none"> 1. Do not use mechanical weed trimmer around plant material. 2. Blow grass clippings away from cultivated plant beds & hard surfaces. Rake excessive clippings and remove from site immediately after mowing (removal of excessive grass clipping not required on Class “C” and “N” lands). 3. Trimming operations to be completed at the same time as cutting operations and during the same working day for any given site. 4. Clean up and remove all debris from site after each work day. 5. Cut Class C fields where milkweed is present only after October 1 to protect the monarch, a butterfly species at risk. If this measure is not possible, an environmental professional will have to come and confirm that no monarch butterfly caterpillars are present before the work begins. In the event that the presence of monarch caterpillars is confirmed, the CMO will have to be contacted immediately to confirm whether additional environmental protection is required. 6. For Class B sites located in critical habitat for the Chorus Frog (CF), a species of frog at risk, cut turf 6 cm at the end of June. After that, no mowing is permitted between June 25 and July 31 unless otherwise advised by the CMO. For Class C and N sites located in critical habitat within the CF, mow after October 15. Refer to maps in Appendix 4-F. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.1.2 WATERING			
Class A	Class B	Class C	Class N
Daily, 4.5 cm per watering in spring, summer and fall for all sites equipped with irrigation system.	Daily, 4.5 cm per watering in spring, summer and fall for all sites equipped with irrigation system.	None.	None.

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.3.2 TREES/SHRUBS DECIDUOUS/CONIFEROUS

Includes all trees/shrubs located within the boundaries of this Contract including trees/shrubs that are planted by the NCC during the term of the Contract once the warranty period has ended. The Contractor shall perform the following tasks:

1. The supply of all plant material and products where applicable, safety and Maintenance pruning and trimming, bed cultivating and edging, removing of dead trees, winter protection, tree protection, and mulching. **For all classes, the Contractor shall not fell, cut, trim, log, damage, destroy or remove any tree/shrub, without prior consent from the NCC.**
2. The Contractor is responsible for identifying all trees/shrubs on the Lands within the boundaries of this Contract which require pruning/trimming and all trees/shrubs on the lands which must be removed. The Contractor will prepare a report which indicates the area, the tree/shrub (or group of trees/shrubs), the task required, whether the task falls within the Contractor’s responsibility or the NCC’s responsibility, and the priority level. Report twice yearly (May and September). Reports must include maps and photographs which clearly outline and define the work requirements.

Note

For Classes A and B: The Contractor shall be responsible for the replacement of young trees/shrubs which die as a result of improper Maintenance and/or lack of/poor Maintenance as per 4.3.2. Replacement shall be of same size to a maximum of 110 mm in calliper for deciduous trees and 3 m high for coniferous trees and shrubs. The Contractor shall be responsible for ensuring the health of all replacement trees/shrubs located within the boundaries of the Contract. The Contractor may be required to provide at his/her own expense fertilization and watering on an as required basis for newly planted trees/shrubs.

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

* Naturalized lands.

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.1 PRUNING/TRIMMING

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

* All pruning to be performed by certified arborists and in accordance with arboriculture practices (International Society of Arboriculture). Exceptions will be accepted to allow for lifting/clearance of branches for Maintenance requirements. Exceptions will be on a limited basis and the work shall be performed by personnel who are familiar with ISA Best Management Practices for tree pruning. These operations must be approved in advance by CMO and will be limited to providing safe access to Maintenance as well as clearance around NCC and non NCC assets (i.e. pathways). Refer to clearances specified in special requirements (1, 2 and 3).
2. **Time Frame:** The Contractor must perform all pruning/trimming activities within a time frame which is appropriate given the nature of the risk each specific shrub/tree represents. Branches, trees/shrubs which represent an obvious and immediate danger to persons or property must be secured immediately and pruned/trimmed within 24 hours.
3. **Structural and Aesthetical Pruning:** The NCC will only be responsible for all structural and aesthetical pruning/trimming activities. Those activities are related to the appearance, the aesthetic of a woody plant (tree, shrub) and to the development of a structurally sound branch system. This includes crown/canopy thinning, directional or formative pruning, creation of new vista, crown reduction and cabling installation and removal.

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

SPECIAL REQUIREMENTS

1. Roadway clearances: 5 metres wide on each side and 5 metres high over roadways.
2. Pathway/sidewalk clearances: 1.5 metres wide on each side and 3 metres high over pathways and sidewalks.
3. Turf area clearances: 2 metres high over area (except where natural form of tree/shrub is affected).
4. The Contract Management Officer (CMO) must determine whether the contractor may leave the cut wood or branches in the forest area. If so, the wood or branches shall be cut into 1 metre pieces before being scattered or chipped as directed by the CMO. As the case may be and as requested by the CMO, the Contractor shall remove the wood or branches from the site and dispose of them at his own expense or as directed by the CMO.
5. Clean up and remove all debris from site after each work day.
6. Special attention shall be paid to trees/shrubs in all public parks, open spaces and linear corridors including playgrounds; all branches to be trimmed well back to avoid eye injury.
7. All *Rosa rugosa* are to be pruned 20-25 cm from ground. To be performed annually in Fall. All *Cornus* and *Forsythia* (with the exception of the tree form) are to have one third of their branches pruned to the ground. Select all branches of oldest (thickest) wood. All hedges to be trimmed once a year in late June or early July or as per specific requirements and/or as per CMO directions.
8. Emergency pruning/trimming shall be undertaken immediately.
9. Remove candles from Mugo Pines annually or as directed by CMO.
10. For the term of the contract, the CMO will implement a plan to manage dead trees, dangerous trees, or trees and branches overhanging the surrounding area. Unless otherwise advised by the CMO, the work will consist of cutting all trees and

TERMS OF REFERENCE – QUEBEC URBAN LANDS

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

shrubs within 1 m of the fences. Branches through fences must be cut and removed on a regular basis.

4.3.2.2 BED/SAUCER CULTIVATING & EDGING

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

Class A	Class B	Class C	Class N
Twice monthly in spring, summer and fall and/or as required.	Twice monthly in spring, summer and fall.	Once monthly in spring, summer and fall.	None.

SPECIAL REQUIREMENTS

1. Clean up and remove all debris from site after each work day and before moving to another site.

4.3.2.3 REMOVAL FOLLOWING NCC APPROVAL

Tree Removal: The Contractor is responsible for performing tree/shrub removal of any and all tree/shrub (**including ash and American elm**) within the geographic limits of this Contract. The CMO will direct the Contractor to remove any tree/shrub which is dead, decaying, is likely to fall and/or is otherwise dangerous, whether resulting from but not limited to the tree/shrub's normal aging/evolution, the natural elements, a disease, accident or an infestation caused by pests. Trees/shrubs which are dead, decaying or likely to fall but located in Class N forested areas (provided that they do not constitute a safety hazard) may be left in place. In consultation with the Contractor, the NCC shall solely determine which trees/shrubs are to be removed.

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

Elm trees identified for felling must take priority and be promptly removed by the Contractor to prevent the spread of elm disease to nearby elm trees.

Class A	Class B	Class C	Class N
Removal as directed by the CMO.	Removal as directed by the CMO.	Removal as directed by the CMO.	Removal as directed by the CMO.

SPECIAL REQUIREMENTS

1. Clean up and remove all debris from site after each work day and before moving to another site.
2. Disposal of diseased trees must be in accordance with all federal, provincial and municipal regulations in this matter.
3. Prior consent from NCC is mandatory before removing any trees/shrubs deciduous/coniferous. The Contract Management Officer will establish a tree management plan to manage trees along roads, pathways and recreational sites for the duration of the Contract. The Response Plan may be modified as required during the term of the Contract. The Contractor shall implement the plan and make any necessary modifications, if applicable.
4. Notwithstanding the above, in case of emergency situations, the Contractor must take all appropriate actions to secure the site immediately, including tree removal.

4.3.2.4 WINTER PROTECTION

Class A	Class B	Class C	Class N
Install late fall, remove early spring.	Install late fall, remove early spring.	Install late fall, remove early spring.	None.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

SPECIAL REQUIREMENTS

1. Install winter protection in order to protect the plants from winter damage to the following :
 - All species of coniferous/shrubs/hedges/trees that are susceptible to winter dieback/dying (e.g. mahonia and taxus);
 - As required on deciduous (trees/shrubs) that are susceptible to frost cracks/sunscald;
 - All coniferous/deciduous hedges within 15 metres of all roadways;
 - All other plants requiring winter protection (CMO and Contractor to jointly determine plants requiring protection).
2. The Contractor shall use the appropriate method and type of material for protecting plants. CMO and Contractor to jointly determine plant protection method and type of material.
3. Remove protection as early as weather permits in spring and store at Contractor’s facility.

4.3.2.5 TREE PROTECTION

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

4.3.2.6 WEEDING AND MULCHING

Class A	Class B	Class C	Class N
Weed twice monthly and/or as required (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	Weed twice monthly (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	Weed once monthly (add mulch when less than 5 cm in thickness to a maximum of 8 cm) within all planting beds, cultivate monthly.	No requirements.

SPECIAL REQUIREMENTS

1. Apply/spread Canada No. 1 fine cedar mulch (see 4.8.1.5.1 for details). For quantity refer to 4.8.1.5.1.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.2.7 TREE AND SHRUB STUMPING

Trees and/or shrubs felled in Class A or Class B area must be stumped. When determining if stumping is necessary in Class C or Class N, the NCC will consider the following:

1. Does the stump pose a safety risk or tripping hazard?
2. Does the stump interfere with maintenance operations.

Class A	Class B	Class C	Class N
Remove all stumps before the end of August by grinding the stump to a depth of 15cm below existing grade.	Remove all stumps before the end of August by grinding the stump to a depth of 15cm below existing grade.	Remove stumps only if directed by the CMO before the end of August by grinding the stump to a depth of 15cm below existing grade.	Remove stumps only if directed by the CMO before the end of August by grinding the stump to a depth of 15cm below existing grade.

Remove all stumps before the end of August by grinding the stump to a depth of 15cm below existing grade.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

* Naturalized lands.

Definitions :

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

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

4.3.3.1 CUTTING BACK OF NATURALIZED BULBS			
Class A	Class B	Class C	Class N
Annually following bloom and wilt.	Annually following bloom and wilt.	Annually following bloom and wilt.	None.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

SPECIAL REQUIREMENTS

1. Before cutting, ensure the greater majority of bulb foliage (90%) have wilted and died back.
2. Clean up and remove all debris from site after each work day.

4.3.3.2 PLANTING/REMOVAL

Class A	Class B	Class C	Class N
<p>Annuals in tulip beds: plant annuals after tulip cycle is completed by mid-June at the latest.</p> <p>Annuals in beds with no tulips: plant before June 1st. Water annuals immediately after planting.</p> <p>Spring flowering bulbs: plant every 1 to 2 years in Fall.</p> <p>Perennials: plant May 15th to June 15th or August 15th to October 1st.</p>	<p>Annuals in tulip beds: plant annuals after tulip cycle is completed by mid-June at the latest.</p> <p>Annuals in beds with no tulips: plant before June 1st. Water annuals immediately after planting.</p> <p>Spring flowering bulbs: plant every 1 to 2 years in Fall.</p> <p>Perennials: plant May 15th to June 15th or August 15th to October 1st.</p>	None.	None.

SPECIAL REQUIREMENTS

1. Lay out annuals, perennials and/or bulbs within the bed before planting. Follow all requirements as per the floral program design planting plans.
2. For perennial beds, minimize foot traffic in bed during planting and Maintenance to prevent soil compaction.
3. Bulbs must be dipped in a controlled indoor environment, prior to planting, with the following product: “Maestro 80 DF”. The Contractor must obtain all federal and provincial licences and permits necessary for this application. See article 3.18.
4. Clean up and remove all debris from site after each work day.
5. Remove all plant material (with the exception of bulbs remaining for next year) in fall).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.3.3.5 DEADHEADING, TRIMMING, PINCHING & ROGUING			
Class A	Class B	Class C	Class N
Annuals: daily during bloom; once following bloom. Perennials: once following bloom, except species identified for overwintering of interesting seedheads, fruit, etc. Perennials: at end or start of growing season trim to max. 100 mm height. Interplanted bulbs: trim flower stalk after bloom, trim rest of plant from summer to fall depending on visibility.	Annuals: weekly during bloom; once following bloom. Perennials: once following bloom, except species identified for overwintering of interesting seedheads, fruit, etc. Perennials: at end or start of growing season trim to max. 100 mm height. Interplanted bulbs: trim flower stalk after bloom, trim rest of plant from summer to fall depending on visibility.	None.	None.
SPECIAL REQUIREMENTS			
1. Tulips that remain in the bed for a second year are to have the flowers removed immediately following bloom to avoid formation of seed heads. 2. Remove debris from site after each bed is completed or daily if bed is not completed.			

4.3.3.6 WINTER PROTECTION			
Class A	Class B	Class C	Class N
Installation: fall. Removal: spring. Monoculture bulbs: protection beds within 10 metres of roads and in deer prone areas. Perennials and interplanted bulbs: protect only during first two winters after initial planting.	Installation: fall. Removal: spring. Monoculture bulbs: protection beds within 10 metres of roads and in deer prone areas. Perennials and interplanted bulbs: protect only during first two winters after initial planting.	None.	None.
SPECIAL REQUIREMENTS			
1. Install green wooden snow fencing around perimeter of floral beds and planters as directed by CMO. Sides close to roads to be covered with protective cloth. Fence and protective cloth to be approved by the NCC (other protective measures may be required by CMO).			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

ACTIVITY			
4.3.4 NON-DESIRABLE VEGETATION/NESTS/SMALL ANIMALS			
Includes the removal of non-desirable vegetation (including all species of noxious weeds), nests and small animals on all Lands within the boundaries of this Contract.			
Class A	Class B	Class C	Class N*
Inspect weekly and remove as required.	Inspect monthly and remove as required.	Remove as required.	Remove as required.
SPECIAL REQUIREMENTS			
Non-desirable Vegetation <ol style="list-style-type: none"> 1. All chemical applications (see 3.18) are to be in accordance with the provincial regulations of the Ministère de l'Environnement du Québec. Use only products registered by Agriculture Canada under the <i>Pest Control Products Act</i>. 2. Consult with the CMO to select the appropriate control method and optimum time of application as per recommendations of the Ministry of Agriculture. 3. Remove all species of noxious weeds (including, but not limited to, poison ivy, dog strangling vine, wild parsnip, giant hogweed, etc.) on Lands close to pathways, parkways, high profile and high use areas, close to private properties or near boundaries and/or fence lines. 4. Write all pertinent information on the pesticide application record and keep the NCC informed (see 6.1.14 and Appendix 6-H). 5. All dried plant material to be cut and the surroundings kept clean. 			
Nests/Small Animals <ol style="list-style-type: none"> 1. Remove all bee, wasp and hornet nests posing a risk to the public. Remove all bird nests on lighting fixtures and Components. Bird nest removal must be completed between August 29 and April 7. Ensure that nests are not active prior to removal (an active nest is defined as one that is under construction, with eggs or hatchlings in or around the nest). Bird nests may not be removed during the nesting period. 2. Capture and remove any small animals (groundhogs) causing property damage (see 3.21). 3. Alternative methods (must be approved by CMO) can be used to control/manage non desirable animals (e.g. application of coyote urine and/or specialized baits). The NCC will supply specialized material except for live traps. The Contractor will provide equipment and labour. 			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4 Civil Maintenance

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

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.1 ROADWAYS, PARKING LOTS, WALKWAYS, PATHWAYS, SIDEWALKS, STEPS, TRAILS, BRIDGES, TUNNELS AND WALLS
Class B
All Surfaces
<ul style="list-style-type: none"> ▪ Provide regular sweeping, flushing and blowing of surfaces (see 4.6.1.4 – Waste/Recycling/Cleaning Operations). ▪ Clean up goose droppings daily, as needed, during the summer season. ▪ Remove/prune any encroaching vegetation (on curb, between curb and asphalt: (i) 5 m width on each side of all roadways and parking lots; (ii) 5 m over all roadways and parking lots; 1.5 m width on each side and 3 m over all walkways, pathways, sidewalks, steps and trails); see 4.3.2.1 Pruning/Trimming. ▪ Remove any hazards including fallen trees/shrubs or branches. ▪ Provide accident clean-up (e.g. remove and dispose of pieces of vehicles and debris; sweeping; removal of spilled fluids, etc.). ▪ Remove and dispose of all debris from the site after each work day and before moving to another site. ▪ Ensure a smooth surface transition onto all bridges and ensure that appropriate actions are taken to achieve this goal. ▪ In case of toxic spill, see article 6.1.8. ▪ Redefine edges of hard surfaces through the removal of encroaching vegetation on a regular basis, or as directed by the CMO. ▪ Report deficiencies (using occurrence report with pictures – see Appendix 6-F) as required. Annual summary of deficiencies is required as part of the Annual Capital Work Assessment Report (see 6.1.7).
<p>Asphalt Surfaces (with the exception of pothole/sinkhole repairs, all other repairs to asphalt surfaces are excluded from Contract – see 1.4.2)</p>
<ul style="list-style-type: none"> ▪ Inspect daily, report and secure immediately as required any deficiencies or Surface discontinuities (e.g. bumps, cracking, culvert and ditch problems, drainage problems, erosion, flushing, manhole and catch basins problems, pavement edge breaks, rutting, rippling and shoving, slumping, utility trenches, etc.). ▪ Provide immediate pothole/sinkhole filling services to ensure safety of users. ▪ The Contractor shall ensure that 1600 linear metres of cracks are filled in each year of the contract. The NCC will establish a five-year crack sealing plan in cooperation with the contractor. The Contractor is responsible for controlling traffic during the work when required. The type of material used to seal the cracks shall be approved by the CMO. ▪ The Contractor will repaint markings on roads, parking lots and pathways at all NCC sites. Markings include stop lines, solid and broken centre lines. Gore, chevron, pedestrian crossing and parking space markings and any other symbols (slippery surfaces, parking for the mobility-impaired, etc.). See the table of locations and quantities in Appendix 4-E. This Appendix sets out the annual work to be carried out during the term of the contract as well as the target quantities for each type of line drawing and pictogram. The details in this annex are for reference purposes. Quantities may vary and may alter slightly according to the NCC's future needs. Paint (supplied by the Contractor) shall conform to Section 32 17 23, Pavement Markings, of the Canadian National Master Specifications (NMS) (updated October 2017 or latest version), using a mobile pressure applicator suitable for making uniform and straight markings sized as indicated and equipped with a controlled shut-off device.
<p>Concrete/Masonry Surfaces (curbs, gutters, concrete steps, exposed aggregate, granite sets*, pavers*, interlocks, flag stones, cobblestones, patio stones, etc.)</p>
<ul style="list-style-type: none"> ▪ Inspect, report and secure as required any deficiencies (e.g. spalling or scaling areas, chipped or broken pieces longer than 8 cm, vertical or lateral settlement between slabs, joints larger than 3 mm in width, Surface discontinuities of 2 cm or more, masonry units with surface damage, distortions in height/depth over a distance of 3 m, etc.).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Provide immediate repair services for any emergency situation.
 - Sweep stone dust and stabilize mixture or sand as directed by CMO within joints of granite pavers or other paving surfaces to ensure that joints are filled flush with the top of the paver surface;
 - Notwithstanding the aforementioned and in all cases where a deficiency requires action by the Contractor, treating the deficiency or the Surface discontinuity means taking reasonable measures to protect users, including making permanent or temporary repairs (as may be required by the Subject Matter), alerting users' attention to the deficiency or Surface discontinuity by preventing access to the area.
- * The Contractor is responsible to re-set any loose or uneven mega-pavers, granite sets and pavers to ensure public safety.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.4.1 ROADWAYS, PARKING LOTS, WALKWAYS, PATHWAYS, SIDEWALKS, STEPS, TRAILS, BRIDGES, TUNNELS AND WALLS (continued)

Class B

Gravel/Granular/Stone Dust/Natural/Decorative Surfaces

- Inspect and report any deficiencies to the NCC.
- In the beginning of spring, the Contractor will inspect all roads, parking lots and gravel pathways. Grade and re-grade, apply new material, compact and correct any soft spots or depressions, etc. (for **natural** surfaces, ensure uniformity and smoothness; do not apply material unless otherwise directed by the CMO).
- During the spring, summer and fall seasons, remove/compact loose surface, repair ruts, water ponding and washouts, control dust, remove encroaching vegetative growth, remove any hazard including trees/shrubs, clean/repair ditches and culverts, repair drainage and erosion deficiencies, define edges, repair vandalism, maintain and repair all surfaces.
- Correct potholes/sinkholes, bumps, depressions or corrugations greater than 1 cm in depth, within 24 hours following notification or following a rain storm.
- Remove surface rocks greater than the diameter of the surface material.
- The Contractor will grade all gravel roads and parking lots every two weeks between May 15 and Thanksgiving. These areas may be resurfaced, if necessary, with appropriate MG20 and earthmoving equipment. The Contractor shall supply 150 m³ of material sufficient to ensure a driveable surface.
- The Contractor will grade all gravel-covered trails in the spring and once a month between May 15th and Thanksgiving. The contractor shall supply 525 m³ of gravel (MG20, stone dust) per year to ensure a sufficient quantity to provide a driveable surface and to stabilize asphalt shoulders.

SPECIAL REQUIREMENTS

During turtle egg-laying season in June:

- Do not perform grading activities during or 48 hours after rainy periods. Turtles are more likely to visit egg-laying sites during or soon after these periods because of the increased malleability of the soil.
- Roads and parking lots should be graded between 10 a.m. and 2 p.m. as turtles most often lay eggs at the beginning or end of the day in June.

Wood Surfaces

- Inspect, report and repair, maintain and replace Components as required.
- Repair any wood surface and replace any Component (with same grade and dimensions) to ensure a smooth, safe surface free of defect and Surface discontinuities.
- Maintain the structural integrity of the surface and structural Components.
- Remove weeds or grass growth between pieces.
- Repair and/or replace loose, broken, rotten wood or missing hardware or fasteners.
- Remove any disfigurement, markings or surface stains.
- Repair or replace boards with cracks or splits, which are unsafe and/or hazardous.
- Sand, stain and paint all wood surfaces as required.
- The NCC has two footbridges and several bridges with deck surfaces made of wooden planks. The Contractor shall anticipate replacing 150 planks each year of the Contract. The NCC will establish a five-year plan for the replacement of the structural timbers.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL
Class B
<p>These Systems include all electrical infrastructure downstream of Hydro-Québec's electricity meters or downstream of demarcation points at NCC facilities or in NCC buildings. Includes all electrical infrastructures downstream of the Ottawa Hydro/Hydro Québec electrical meter or demarcation point located on NCC sites and within NCC buildings including, but not limited to: distribution boxes/electrical panels (breakers, disconnects/switches, cables, wire, photocells, timers, relays, transformers, etc.); aboveground and underground electrical conduits; aboveground and underground electrical wiring; light standards (e.g. bases, posts, arms, power outlets, switches, ballasts, fuses, wiring, fixtures, bulbs, and protective fixture casing; and other electrical items (e.g. cords, boxes, alarms, heating and ventilation systems, etc.).</p> <p>The Contractor is responsible for performing visual inspections on a regular basis and for replacing defective lights (bulbs, neon lights, street lamps, etc.) for all electrical components inside buildings or at outdoor sites and sanitary facilities under the Contractor's responsibility as specified in section 4.4.2, paragraph 1. In addition, the inspection and maintenance of electrical rooms inside buildings shall be the same as the inspection and maintenance of any other electrical room on NCC lands, as specified in the Contract.</p> <p>General</p> <ul style="list-style-type: none"> ▪ Inspect, troubleshoot/investigate, repair, secure, and replace electrical and lighting system Components, as required. ▪ Complete a lighting report twice monthly indicating the inspection date, inspector name, description of deficiency (if it is defective lighting indicate location on a map) and submit the report to the CMO (see Section 6). ▪ Provide locate services within twenty-four (24) hours of notification. Locates to be valid for fifteen (15) days. CMO and Contractor to jointly determine whether locates must be repeated at a given site. ▪ Adjust timers periodically. ▪ Take immediate actions for any emergencies or accidents and take the appropriate action to mitigate or repair the emergency or accident. Inform the NCC of plan of action to mitigate or repair the electrical system. ▪ Ensure proper disposal of hazardous waste (e.g. lamps, ballasts, etc.) in accordance with government regulations. ▪ Where the value of the Component to be replaced or repaired is below \$500 (taxes and labour excluded) the Contractor shall be responsible to repair and/or replace said Component. Where the cost to repair and/or replace the Component(s) exceeds \$500 (excluding labour and taxes) and the fault is not due to lack of regular Maintenance by the Contractor,, the NCC shall be responsible for amounts in excess of \$500. ▪ Provide meter reading, as required by the NCC. ▪ Malfunctioning electrical systems are to be repaired within eight (8) hours from the time they are reported. ▪ Malfunctioning light units and burned out lights are to be repaired within eight (8) hours from the time they are reported. ▪ All bulbs, globes and lenses are to be inspected weekly and replaced as required. If the problem is not solved with bulb replacement, report to the NCC with plan of action to fix the lighting system. ▪ Correct any safety-related concerns immediately.

ACTIVITY
4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL (continued)
Class B
<p>General (continued)</p> <p>Reference standards</p> <p>The requirements for testing and Maintenance outlined in this document are based on the International Electrical Testing Association Inc. (NETA) document entitled: <i>Maintenance Testing Specifications for</i></p>

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Electrical Power Distribution Equipment and Systems, 2007, supplemented by other standards and codes, where applicable, as follows:

- NEMA-AB4-2009: *Guidelines for Inspection and Preventative Maintenance of Mounded-Case Circuit Breakers Used in Commercial and Industrial Applications.*
- All work to be undertaken in accordance with the requirements of CSA’s *2009 Canadian Electrical Code* and the provincial electrical code where the work is undertaken.
- Contractor to qualify for and maintain full participation in the Electrical Safety Authority’s *Authorized Contractor Program.*

Qualifications

Testing Organization

- When work is identified as requiring a “Testing Organization” it shall be an independent, third-party entity regularly engaged in the testing of electrical equipment devices, installations, and systems which can function as an unbiased testing authority.
- Technicians shall be certified in accordance with ANSI/NETA ETT, Standard for Certification of Electrical Testing Personnel. Each on-site crew leader shall hold a current certification, Level III or higher, in electrical testing; and minimum three (3) years of experience in electrical testing, inspection and Maintenance.
- Contractor to qualify for and maintain full participation in the Electrical Safety Authority’s Authorized Contractor Program.

Inspection and Testing Personnel (other than Testing Organization)

- Technicians performing the electrical tests and inspections shall be trained and experienced in the apparatus and systems being evaluated. These individuals shall be capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved. They must evaluate the test data and make a judgment on the continued serviceability or non-serviceability of the specific equipment.

Submission of Credential

- The Testing/Inspection Contractor shall submit appropriate documentation to demonstrate that it satisfactorily complies with these requirements.
- Documentation to include as a minimum:
 - Company: accreditation, testing organization membership(s): years of experience and at least three (3) similar representative projects.

ACTIVITY

4.4.2 SYSTEMS – LIGHTING AND ELECTRICAL (continued)

Class B

General (continued)

- Technicians: Proof of accreditation and confirmation of experience and at least three (3) similar representative projects.
- Test equipment calibration records must be compliant with International Standards Organization ISO 17025 and Standard Council of Canada CAN-P-4D. Dated calibration labels shall be visible on all testing equipment used.

Safety

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Maintenance that represents a safety hazard to personnel.

ACTIVITY

4.4.3 SYSTEMS – DRAINAGE

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

Class B

NCC Lands

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

NCC Lands Only

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

Ditch grade lines are uniform and constant in slope.

Water ponding or erosion in ditches or culverts is corrected.

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

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

4.4.3.1 CATCH BASINS

TERMS OF REFERENCE – QUEBEC URBAN LANDS
SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Class B

Inspect/report annually in spring. Clean/repair and adjust immediately. Confined spaces procedures shall be followed.

SPECIAL REQUIREMENTS

NCC Lands Only

General

1. Ensure unobstructed water flow; remove debris (sand, silt, vegetation, etc.) from drainage system
2. Clean up drainage system annually in spring, ensuring debris are completely removed from reservoir/sump.
3. Inspect and report to the NCC any damage (including cracks), deterioration, obstruction or adjustments.
4. Inspect surrounding area for erosion or undercutting.
5. Ensure that catch basin is safe for vehicle (including bicycle) circulation.
6. Inspect catch basins and manholes to determine which ones require cleaning. Visual inspections of the system at manholes are done without special equipment.
7. Cleaning and Flushing of sewer pipes: A water truck or flusher truck shall be engaged and used for this activity. This activity ensures that water flows unobstructed into the sewer lines.
8. Ensure that covers are properly secure and that any depression surrounding structures be repaired using asphalt patch (see 4.4.1).

Catch Basins

1. Remove all sediments from the basin sump.
2. Clean the seat of the grate and replace with slots at right angles to the curb, where possible.
3. Adjust catch basin elevation by removing or adding shims or report to NCC if casting requires replacement.
4. Inspection will require:
 - Clean catch basins (CB) periodically to maintain their ability to trap sediment, and consequently their ability to prevent flooding.
 - Remove sediment, decaying debris, and water from catch basins.
5. Inspect catch basins at least annually to determine if they need to be cleaned. Typically, a catch basin should be cleaned if the depth of the deposits is greater than or equal to one-third the depth from the basin to the invert of the lowest pipe or opening into or out of the basin.
6. In the first year of the Contract, the Contractor will be required to retain the services of a specialized supplier to visually (or by camera) inspect the internal walls of catch basins covering a minimum of 20 metres. The Contractor will then submit a detailed report of the findings in accordance with 6.1.21.

Manholes

1. Adjust manhole elevation by removing or adding shims or report to NCC if casting requires replacement.

Culverts

1. Report to NCC all damages or failure to culverts.
2. Adjust culvert elevation in comparison to flow line of drainage channel.
3. Remove material or accumulated debris from inside culvert.

Note: Culvert Maintenance may include the removal of accumulated debris and the reinforcement of eroding inlets and outlets, but does not include the replacement of damaged or destroyed bevel ends. The replacement or repair of culverts requires an NCC design and approval due to timing if it is a fish passage.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.3.1 CATCH BASINS (continued)

SPECIAL REQUIREMENTS

(continued)

Ditch Drainage Channels

1. Ensure that water flow in ditches is not constricted in any way.
2. Empty regularly clean-outs, especially at culverts inlets and outlets to reduce sedimentation.
3. Ditch work shall be performed in the dry months. Whenever possible, all ditches shall be maintained using the lower third method. Trees and shrubs in ditches must be cut/uprooted and removed from the ditches. The NCC will develop a five-year plan for ditch maintenance (<http://www.bv.transports.gouv.qc.ca/mono/1079063.pdf>). The Contractor must excavate up to one hundred (100) linear metres of new ditch drainage channels per year. Excess topsoil resulting from the maintenance or new ditches may have to be excavated off NCC lands. Directives in this regard will be issued by the CMO.
4. During ditch inspection, look for areas of the ditch that consistently fill over time and constrict water flow, usually at an obstruction or a sudden decrease in gradient. Clean out these sections first to see if improvements to water flow are adequate.
5. If ditches and sumps are refilling with sediment on a regular basis, erosion control will be required and the NCC should be contacted to design the next steps.

ACTIVITY

4.4.4 SYSTEMS – PLUMBING, IRRIGATION AND WATER

Includes the following:

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

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

Plumbing

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY
4.4.4 SYSTEMS – PLUMBING, IRRIGATION AND WATER (continued)
Class B
Malfunctioning plumbing or water systems are repaired within 8 hours from the time they are reported. Corrosion, encrustation or obstructions, which exceed 10% of any valves, traps or other Components, are corrected. Leaks, breaks, stoppage or gases in any system or Components are corrected immediately. Pipes and lines are properly covered, concealed or buried. All sprinkler heads and other such Components are functional and properly aligned. All work is to be done as per the requirement of the applicable codes (Canadian Plumbing Code, Gas Code – B249).

4.4.4.1 POTABLE WATER OUTLETS (INCLUDING DRINKING FOUNTAINS)
Class B
SPECIAL REQUIREMENTS
<u>General</u> 1. The Contractor must operate all potable water systems and outlets according to all Applicable Laws and regulations, including the procedures set forth in the Regulation respecting the quality of drinking water as amended or replaced. 2. At the spring opening and when a problem occurs on NCC’s distribution system and on drinking fountains “Non-potable water” signage in both official languages shall be installed (at each public outlet) until results of sampling confirm that water meets all applicable standards. The signs shall be in accordance with NCC standards and the Contractor shall have about ten of them ready for installation. The Contractor shall also close the water valves that supply the taps or drinking fountains.
<u>For all outlets related to potable water distribution</u> 1. Clean all outlets daily and as required. 2. All drinking connections or piping systems providing potable water to the public must be disinfected and rinsed with water prior to being used by the public.

TERMS OF REFERENCE – QUEBEC URBAN LANDS

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

In addition:

For drinking fountains

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

For systems providing potable water during events and festivals

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

N.B. 1. For all disinfections, use 10% bleach .

2. **SUBMIT ALL WATER TEST RESULTS TO CMO .**

COMMENT FOR INFORMATION PURPOSES

THE DISINFECTION PROCEDURE IS VITAL TO ENSURE A CLEAN DRINKING WATER SUPPLY. IN A DRINKING WATER SUPPLY SYSTEM, A DISINFECTANT RESIDUAL OF AT LEAST 1.0 MG/L OF TOTAL CHLORINE OR 0.2 MG/L OF FREE CHLORINE MUST BE PRESENT IN THE WATER AT ALL TIMES.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Special requirements: The NCC has 130 benches located throughout Quebec Urban Lands. The benches are come in two models: one with an aggregate base anchored to the ground and with stained wood slats, and the other with a metal base and stained wood slats. All benches shall be refurbished during the term of the Contract. The work consists of: dismantling or assembling the benches; replacing all wood slats; staining the new slats; sanding all metal components; applying a base coat (if required); and applying two coats of paint or stain. All hardware will also need to be replaced with new, non-corrosive bolts, nuts and screws. Benches that are not level will have to be levelled. This may require excavating and backfilling. The Contractor will be responsible for providing the necessary labour and materials. The Contract Management Officer and the Contractor will implement a response plan for the duration of the Contract. When the benches are restored, the salvageable wood slats will be returned to the NCC and will be used for future maintenance of the benches. Slats at the end of their life cycle will be disposed of by the Contractor.

Class B

Concrete/Masonry Components

Noticeable cracks greater than 5 mm in width are repaired.

Noticeable spalling or scaling areas are corrected.

Noticeable chipped or broken pieces are repaired.

Exposed reinforcing is corrected.

Efflorescence or eroded/sandy joints, which exceed 10% of any linear metre or 10% of any m² area, are corrected.

Wood Components

Pieces that display rot, decay or damage are replaced.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Class B
<p>Metal Components</p> <p>Rusted, corroded or unprotected exposed surfaces are repaired.</p> <p>Holes and hazardous, abrasive or sharp edges are corrected.</p> <p>All indentations are repaired.</p> <p>Holes, cracks, fractures, breaks, bends, loose paint, corrosion, exposed surfaces, buckling or loose pieces are repaired.</p> <p>Plastic/Fibreglass/Glass Components</p> <p>Holes, cracks, fractures, or punctures are repaired or Components.</p> <p>Abrasive or sharp edges are repaired or Components replaced.</p> <p>Warped or bent Components are repaired or replaced.</p>

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

4.4.5.2 SIGNS (REGULATORY, FEDERAL IDENTITY PROGRAM AND INFORMATION)
Class B
Inspect monthly and maintain/repair/replace as required.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none"> 1. Ensure that sign sight lines are clear of any obstructions by cutting vegetation, removing snow banks or accomplishing any other required work. 2. Reinstall or replace any downed, bent, missing or broken signs. 3. Clean all reflecting surfaces and replace any damaged and non-reflecting ones. 4. Clean all signage as required and wax all signage once a year (minimum). 5. Adjust all sign posts in the spring and as required. <p><u>Notes</u></p> <ul style="list-style-type: none"> ▪ The NCC is responsible for providing replacement signs (blade and decal); posts are provided at Contractor's own expense). ▪ The Contractor is not responsible for providing Maintenance, repairs and graffiti removal on Capital Pathway Signage and Visitor Access Network, Orientation and Attraction Signage. The Contractor is responsible to report to the CMO (on an occurrence report) any deficiencies to those assets.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.4.5.3 BRONZE SITE IDENTIFICATION PLAQUES AND MONUMENTS
Class B
Inspect weekly, clean on a regular basis (minimum twice yearly (spring and fall) and/or as required by CMO.
SPECIAL REQUIREMENTS
<p>Plaques and monuments</p> <p>1. Clean with water and soft cloth.</p> <p>Plaques</p> <p>2. Check every year that the plaque fastening system is properly adjusted and secure.</p>

4.4.5.4 BUILDINGS (APPLICABLE ONLY TO NCC BUILDINGS/ELECTRIC KIOSKS/SERVICE ROOMS) SEE 3.4.4
Class B
Includes NCC buildings and facilities such as electrical buildings, septic tanks, washrooms, shelters, service rooms and other miscellaneous facility structures in various NCC sites (see 3.4.4). The Contractor shall perform the following tasks:
<p>General</p> <ul style="list-style-type: none"> ▪ Report any structural damage or deterioration to the NCC such as, but not limited to, surface crack, spalling or scaling areas, exposed reinforcing, rusted, corroded or unprotected metal surfaces, etc.; ▪ Inspect and report any significant rehabilitation requirements (use occurrence report – see appendix 6-F); ▪ Maintain the functionality of building and structure Components; ▪ Operate, clean, paint, repair, replace (Components) and maintain designated buildings and related infrastructure including, but not limited to, ventilation, heating and cooling systems, locks, etc.; ▪ Ensure a clean, neat and aesthetic appearance; ▪ Paint all indoor and outdoor surfaces of the following buildings during the period of the Contract. Charron House, Guilmore House, Leamy Lake Pavilion including the picnic shelter (CMO will determine the cycle at which the buildings will be painted). The Contractor shall paint or stain all existing exterior wood, metal and stucco components, including siding, trim, door and window frames, shutters, fascias and existing wooden roof edges. The Lac Leamy pavilion fence will have to be painted on the exterior and interior. ▪ Employees of the Contractor's assigned to this task must have two years experience in performing similar work. The Contractor shall also comply with the most recent Master Painters Institute (MPI) requirements for exterior painting, including surface preparation and application of primers or primers. Staining will require preparations such as cleaning, stripping and replacement of rotting wood. ▪ Operate, inspect and provide general repairs to lighting (see 4.4.2), plumbing (see 4.4.4), pumping and heating systems of buildings and ventilation systems and related facilities; ▪ Inspect, clean, repair and replace outside building Components such as siding, fencing, shingles, windows, doors, flashing, eavestroughings, awnings, canopies, etc.; ▪ Inspect, clean, repair and replace any inside Components such as receptacles, fans, floors, floor coverings, counter tops, fixtures, walls, partitions, doors, switches, outlets, etc.; ▪ Remove spider webs from windows, exterior ceilings, light fixtures, under roofs and eaves; ▪ Ensure that sites are safe for public use. <p><u>Note</u> Prior approval by the NCC is required for any repairs to buildings (especially heritage buildings) included in this Contract. ALL WORKS MUST BE PERFORMED IN ACCORDANCE WITH APPROPRIATE MAINTENANCE SERVICE AND QUALITY STANDARDS.</p>
SPECIAL REQUIREMENTS
Emergency lighting system verified monthly.
Outside and inside Components are inspected weekly and repaired or replaced as required.
Broken or missing shingles, siding, outlets, fixtures and receptacles, are repaired or replaced.
Warped, sagging, rotten or damaged wooden parts are repaired or replaced.
Broken, missing or disassembled parts or Components, including cracked glass or glazing compounds, are repaired or replaced.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5 Snow and Ice Control

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

<p>4.5.1.2 ROADWAYS & PARKING LOTS</p>
<p>Class B</p>
<p>As required for each precipitation, seven (7) days a week..</p>

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

SPECIAL REQUIREMENTS

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

4.5.1.3 WALKWAYS, PATHWAYS, SIDEWALKS, STEPS & BUILDING ACCESS

Class B

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

SPECIAL REQUIREMENTS

1. Maintain winter pathway (on lawn areas) to provide access to fire and emergency exits. Refrain from using de-icing chemicals on winter emergency access pathway. Sand to be applied on fire exit pathways when slippery conditions prevail.
2. No excessive use of abrasive and de-icing chemicals is permitted, especially where pedestrian traffic tracks material into buildings. A de-icing agent as described in item #12 of Appendix 3-A or other specialized type of abrasive material (see 4.7) is to be used on all NCC and non NCC building entrances (covering the full width of the entrance and for a distance of 15 metres of doorways), steps and stairs. Remove excessive material daily.
3. **No shovelling, plowing, storing or blowing snow against or onto trees, shrubs, fences, buildings or other amenities.**
4. Remove all snow/ice that has been illegally dumped.
5. Sidewalks and entrances to be cleared full width.
6. Ensure that all personnel working near buildings wear approved head protection.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.5.1 SNOW AND ICE CONTROL (continued)

4.5.1.4 FLOOD CONTROL
Class B
Inspect/report all flooding occurrences in fall, winter and spring and control as required.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none">1. Control all potential flooding within 8 hours of occurrence.2. Check and clear all catch basins, storm drains, culverts and drain ways following storms and during mild temperatures.3. Clear ice, snow and debris away from drain units to ensure proper drainage. Clear drains that are iced or blocked and keep them in good working order (drains to be maintained free of ice at all times).4. Cut openings in snow banks to allow water to drain into ditches or remove excess water.5. Keep ends of culverts free of snow and ice.6. Prior to spring clean-up, clear ditches and drainage channels that are blocked with snow.7. Complete all preventative spring flood control measures at least 30 days before the spring thaw.

4.5.1.5 EMERGENCY SERVICES
Class B
As required.
SPECIAL REQUIREMENTS
<ol style="list-style-type: none">1. Plow 300 cm around fire hydrants.2. Leave a 15 cm protective layer of snow for fire lanes which are set onto grass surfaces. Width of said lanes to be 1.5 m.3. Fire hydrant, hydrant building connectors and emergency exits shall be accessible at all times. Maintain 1.5 metres wide up to and around fire hydrant.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.6 Waste/Recycling/Cleaning Operations

The Contractor must carry out waste management, recycling and cleaning throughout the year on all Lands under this Contract. The Contractor shall collect waste and debris, empty trash receptacles, clean fixtures and furniture, sweep and flush hard surfaces, bridges and tunnels, remove graffiti and signs from all properties (natural and/or constructed), remove all organic and inorganic matter and clean up spills.

The NCC has set a target to divert 70% of all its waste from landfill by 2017. This means that the NCC will be implementing recycling on some portions of its portfolio. This may include (but is not limited to) parks, parkways and government grounds, public facilities, etc. The Contractor shall be responsible for the collection of recycling materials, and ensuring that the materials collected are recycled with a registered hauler and recycler. The Contractor shall keep records of all materials and their destination for audit and performance management purposes.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

ACTIVITY

4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS

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

Classes A and B

Surface and assets are free of any noticeable stains.

Debris, recycling and litter are removed daily.

Hazardous obstacles on any asset are removed immediately.

Waste and recycling receptacles are emptied before overflowing.

Fixture and furniture are inspected and cleaned daily.

Hard surfaces are swept and flushed on a monthly basis, or as required.

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

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

All leaves are collected and removed by November 15th.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS
(continued)**

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS
(continued)**

4.6.1.3 OUTDOOR FIXTURES AND FURNITURE	
Class A	Class B
Inspect/clean daily in spring, summer and fall and clean as required year round.	Inspect/clean daily in spring, summer and fall and clean as required year round.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Inspect outdoor fixtures and furniture for dirt, stains and animal excrement. 2. Wash all soiled surfaces with a detergent and water solution. Rinse with clear water. Wipe off excess water with a clean, dry cloth (not to be washed with high pressure system, unless approved by the CMO). 	

4.6.1.4 HARD SURFACES	
Class A	Class B
Sweep and flush bi-weekly and as required (for roadways, walkways and sidewalks) in Spring, Summer and Fall. Pathway surfaces are to be swept and flushed in Spring before May 1 st . Sweep and flush pathways as required in Spring, Summer and Fall. Leaves are removed once a week in September, October and November.	Sweep and flush bi-monthly and as required (for roadways, walkways and sidewalks) in Spring, Summer and Fall. Pathway surfaces are to be swept and flushed in Spring before May 1 st . Sweep and flush pathways as required in Spring, Summer and Fall. Leaves are removed once a week in September, October and November.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Inspect roadways and parking lots, sidewalks, walkways and pathways for grit and debris and remove them. 2. Remove stains as required (i.e. flush and/or pressure washing with appropriate soaps or chemicals). 	

4.6.1.5 GRAFFITI (ON NCC ASSETS ONLY)	
Class A	Class B
Clean/remove within 24 hours.	Clean/remove within 48 hours.
SPECIAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Offensive/hate graffiti to be cleaned/removed immediately. 2. Clean/remove graffiti from all NCC natural and built assets (roadways, parking lots, sidewalks, walkways, signs, sign posts, steps, buildings, electrical panels, fixtures and furniture, walls, bridges, escarpments, etc.) and restore asset to its original state and condition/standard. 3. Clean the assets using the most appropriate cleaning process (e.g. pressure washer, abrasive blasting, specialized cleaning products) and/or repaint the asset (in part or in whole – to ensure uniformity of colour) if necessary. 4. The Contractor is responsible for the cleaning/removal of “temporary” (e.g. water-based) graffiti on statues and monuments (NCC responsible for the cleaning/removal of “permanent” graffiti on statues and monuments). The Contractor must report immediately to the NCC any “permanent” graffiti. 5. The Contractor is also responsible for the cleaning/removal of graffiti on interpretative elements. 	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS
(continued)**

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**4.6.1 WASTE/RECYCLING/CLEANING OPERATIONS
(continued)**

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7 Special Site Requirements

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

Note

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

4.7.1 Champlain Corridor

Civil Maintenance

- Maintain (repair, clean and paint when required) the pedestrian bridges structures (underside, bridge deck, railing) located on pathway.

4.7.2 Voyageurs Corridor

Landscape Maintenance

- Cut once yearly in July all “Buckthorn” (Ranunculus varieties) growing in and around the Deschênes Rapids parking lot. (“Buckthorn” is also to be removed around trees (including stumps), rocks, etc.).
- Maintain (weed, mulch and edge) once monthly all shrub beds located in close proximity to the three parking areas of the site and boat launch area (see G.I.S. maps for details).

Civil Maintenance

- Maintain (clean, remove graffiti, etc.) the two murals located on the underside of Champlain Bridge, bordering the recreational pathway.
- Maintain (repair, clean and paint when required) the pedestrian bridge structures (underside, bridge deck and railing) located on the pathway.
- Install and maintain a (universal access) portable toilet from May 1st to November 1st of each Year of the Contract Term.

Note

- There are three parking areas (Deschênes, Chaudière, and Champlain) plus a launching ramp to maintain within the Voyageurs Corridor site.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.7.3 Moore Corridor

Civil Maintenance

After every rainfall, or as needed, grade damaged sections of the gravel pathway.

Note

- Maintain and repair the wooden fence bordering Taché Boulevard and located on both sides of the entrance road to the site. Also maintain and repair the wooden fence bordering the bicycle path.

4.7.4 Philemon Wright Corridor

Civil Maintenance

- Remove (when required) graffiti and all debris (e.g. tires, chairs, sofas, plywood, etc.) from the Highway 5 and St. Joseph Boulevard tunnels.
- Cut tall grass growing at the edge of the drainage ditches, if necessary, and regularly clean and remove debris from the drainage ditch that is located near the St. Joseph Boulevard pathway underpass. Clean culvert entrances and exits in the spring and fall as required.
- Maintain (repair, clean and paint when required) the pedestrian bridge structure (underside, tread surface, railing) located on the pathway.
- Maintain rest area located 100 metres north of St. Joseph Boulevard.

4.7.5 Brébeuf Park

Landscape Maintenance

- Maintain (weed, edge, cultivate and prune once monthly) all shrub beds located on site.
- Fill grassy spaces between concrete slabs near the statue with topsoil so that the base of the grass is even with the slabs.

Note

- All park furniture (benches) must to be sanded and stained once every two years (years 1-3 and 5) and only stained in the other years (the Contractor is responsible for this maintenance).

4.7.6 Portageurs Park

Landscape Maintenance

- Remove all branches covering open areas.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Note

- There is a significant amount of vandalism at this site (e.g. broken globes and light fixtures, graffiti, etc. Contractor is responsible for repairs).

4.7.7 Leamy Lake Park

Park Opening and Closure

During the high season, the NCC requires that an employee responsible for the Maintenance be present at all times during the site opening hours.

Proceed with the **opening and closure of the Leamy Lake sector**, daily at the following times:

- Low season: from mid-April to mid-May and from Labour Day until closure (approximately end of October, mid-November): Hours may vary slightly depending on the year of operation.
 - From 7 a.m. to 7 p.m.
- High season: Mid-May to Labour Day: Hours may vary slightly depending on the year of operation.
 - From 7 a.m. to 10 p.m.
- The Contractor shall ensure that all vehicles be cleared from the Leamy Lake Park prior to its closing. The Contractor shall locate the owners of the vehicles that are on the premises at the time of closing and ask them to leave the park. If a vehicle's owner cannot be found or for any other safety reason (e.g., an owner refuses to leave the park), the Contractor shall contact an NCC Conservation Officer who will clear the park with the assistance of the Contractor.

The Contractor shall pay special attention to the work-related health and safety of his/her employees that are assigned to the closure of the Leamy Lake sector.

- The Contractor shall provide for the installation and removal of programming-related signage.

Building

Implement the following **opening and start-up procedures**:

- Contractor shall notify the CMO prior to turning off heat tracing for roof drains for the summer.
- Clear debris from roof drains.
- Open and flush water lines.
- Prepare plumbing system for operation and open curb stop. Water supply lines should all be very well flushed – one hour minimum. Water quality should be tested before use.
- Prime floor drains with water.
- Install portable fire extinguishers and ensure proper charge.
- Ensure proper charge and operation of kitchen hood fire suppression system and exhaust system.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Fill soap dispensers.
- Turn on electrical breakers.
- Verify structural integrity of roof.
- Ensure all building systems work properly.
- Inspect concession interior and equipment at opening of concession and report to NCC.
- *The Contractor shall make arrangements with the City of Gatineau for the opening of the water supply to the sector each spring.*

Implement the following **shut-down procedures**:

- Turn on heat tracing for roof drains; ensure roof drains are clear and remain clear of debris during the fall.
- Ensure that outlet grilles (3) are clear of debris.
- Drain plumbing system.
- Add plumbing anti-freeze to fixtures and lines and close curb stop.
- Remove portable fire extinguishers.
- Shut off electrical system.
- Empty grease receptor.
- Empty sewage holding tank.
- Empty soap dispensers.
- Drain drinking fountain water supply.
- Activate the alarm system.
- Verify on a continuous basis during winter all drains and heat tracing equipment.
- Ensure proper operation of door hardware (hinges, locks, sliding tracks, etc.). Lubricate as required.
- Inspect concession interior and equipment at closing of concession and report to NCC.
- *The Contractor shall make arrangements with the City of Gatineau for the closing of the water supply to the sector each fall.*

Other Inspection and Maintenance Work:

- Check roof drains and clear of debris (leaves) during and after leaves fall in Autumn.
- Bolts at upper level of wood structural system must be checked and tightened where required, once per year.
- Building should be checked periodically during winter months, especially the roof drains, rain water leader heat tracing and roof drain outlet to ensure proper operation.
- Roofing system should be checked annually by qualified person and problems rectified if encountered.
- Building should be checked annually for wear and tear and damage and to ensure proper operation of all components.
- Stain and paint on building components should be checked annually. Touch-ups should be done where required. Stain in particular should be monitored and additional stain coats on all wood surfaces (Structure, fascias, sliding doors, etc.) should be done as needed. This is particularly important to resist ultra violet deterioration to wood.
- Provide minor repair services to walls, counter tops, floors, roof, etc. (major structural repairs not included in Contract).
- Provide ongoing vandalism repair services including graffiti removal.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Provide during **high and low seasons** the following Maintenance and services to the concession building located close to the beach area (concession building includes washroom facilities, change house, office, storage and canteen areas) :
 - Maintain (as required) the electrical/lighting (including the replacement of light bulbs, fixtures, etc.) and plumbing systems.
 - Paint (once yearly) the floor of the concession building and of the patrol officers' office.
 - Ensure that the boulders used to control vehicular access at the main entrance (Fournier Blvd.) be still in place; if not, put them back in place.
 - Varnish the exterior of the concession building every three years.
 - At the beginning of the season (April to May) arrange for the rental, installation, maintenance, cleaning, emptying and supply of toilet paper for three portable toilets (two standard and one universal access) and a hand washing station. The portable toilets and hand washing station will be installed from mid-April until the pavilion and washrooms are open to the public.

Waste/Recycling/Cleaning Operations

- In the **high season**, clean the washrooms and changing rooms three times a day, or more, as required, in accordance with the standards in clause 4.4.4.6.
- Clean during **low season** the washroom facilities and change houses in accordance with the same standards set out in section 4.4.4.6, but with a frequency reduced to two times daily.
- The Contractor shall provide all cleaning supplies, toilet paper, paper towels and liquid soap as needed.

During the entire opening season (high and low seasons) :

- Remove garbage bags from the food concession twice daily.
- Clean office and storage area once weekly.
- Provide a waste recycling program consisting of the collection, storage and disposal of recyclable materials. See section 3.19.

Beach Maintenance

- At the beginning and the end of the season, as well as when necessary repairs are done, the Contractor shall:
 - Transport and/or install the all-season equipment required for beach operations. This includes a boat, bicycles and beach equipment such as lifeguard chairs, appropriate signage, etc., located at NCC warehouses.
 - Launch boat when required.

N.B. Transportation of equipment will be done from the Woodroffe site or from any other site identified by the NCC.

- Clean (remove all rocks greater than $\frac{3}{4}$ " in diameter and all organic and inorganic material from the beach area) and also, level the entire surface of the beach area once daily, during the **high season** period. During **low season**, this service shall be limited to twice weekly, on Mondays and Thursdays.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Harrow on a daily basis all sandy areas of the designated beach during the **high and low** seasons.
- Remove at all times (**high and low seasons**) hillocks and sand castles and fill any holes; keep sandy area at the same level as turf area. Sand shall not be placed on surrounding turf.
- Clean up goose droppings daily, as needed, during the summer season.

Navigation Channel

- Install (spring) and remove (fall) all appropriate signage (Federal Identity Program, FIP) at the entrance to the navigation channel.

Picnic Area and Playground

The Contractor shall, during the entire opening season of the sector (**high and low seasons**) :

- Maintain, clean and repair all barbecue grills located within the picnic area located next to the beach (once weekly or more often if required).
- Clean, till and grade (each morning) the two volleyball courts located at the back of the concession building.
- Ensure that the sand under the play structure located next to the concession building is tilled and graded on a daily basis (or more often as required to ensure a soft sandy surface).
- Clean-up goose droppings daily, as needed, in summer.

4.7.8 Sentier de L'île Park

Landscape Maintenance

- Maintain (weed, edge, cultivate and prune once monthly) all shrub beds located on site.

Waste/Recycling/Cleaning Operations

- Additional clean-up (twice daily) required around most park benches and waste receptacles.

Notes

- There is a significant amount of vandalism at this site (Contractor responsible for any repairs).
- There are two drinking fountains at this site. The Contractor is responsible for opening the fountains in spring, for maintaining them throughout the spring, summer and fall seasons and for closing them in late fall (see 4.4.4.1).

4.7.9 Jacques Cartier Park North

General

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Open (7:00 a.m.) and close (10:00 p.m.) both parking entrance gates on a daily basis from mid-April to late October (times can vary depending on the season). The Contractor shall locate vehicle owners who remain after 10:00 p.m. and request their departure; contact an NCC Conservation Officer when the vehicle owner cannot be located or for any safety issue (e.g., an owner refuses to leave the park); assist the NCC Conservation Officer in closing the park; close gate.
- Sweep and flush the pathway crossing under the Macdonald-Cartier bridge during the spring and after major precipitations.
- Maintain (clean, remove graffiti, repair, etc.) the Trans Canada kiosk located near the lower parking lot (close to water). This kiosk must be painted once every 5 years.
- There is one drinking fountain at this site. The Contractor is responsible for opening the fountain in spring, for maintaining it throughout the spring, summer and fall seasons and for closing it in late fall (see 4.4.4.1).

“Maison du vélo”

- Year Round:
 - Ensure that all systems (plumbing, heating, lighting, etc.) are functional and repair/maintain as required.
 - Provide minor repair services to walls, counter tops, floors, roof, etc. (major structural repairs not included in Contract).
 - Provide ongoing vandalism repair services including graffiti removal.
- May 1st to October 31st
 - Open building for summer operations.
 - Provide ongoing maintenance of building (the daily indoor cleaning of the building, including the washroom facility, is not included in the Contract).
 - Close and winterize building.
- November 1st to April 30th
 - Ensure that the indoor temperature of the building is kept above freezing point during the winter.
 - Provide ongoing maintenance of the building, including repairs to windows and doors.

Note

- “Maison du vélo” is occupied from May 1st to October 31st of each Contract Year.

4.7.10 Jacques Cartier Park South

General

- Charron House: Open (at 7 a.m.) and close (at 10 p.m.) the parking lot entrance barriers every day from mid-April to the end of October (times may vary depending on the season). The Contractor shall locate the

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

owners of the vehicles on the premises after 10:00 p.m. and ask them to leave the park. If the owner of a vehicle cannot be located or for any safety reason (e.g., an owner refuses to leave the park), the Contractor will contact an NCC Conservation Officer, who will proceed to close the park with the Contractor's assistance. The Contractor shall close the barrier.

Civil Maintenance

- Open and test (spring), service, program and repair/maintain (throughout the summer season), drain and close (fall) the irrigation system located on site.
- Open and test (spring), service and repair/maintain (throughout the summer season), close (fall) the water, electrical and sewage systems servicing the Gatineau wharf (pumping station not included in Contract).
- There are two drinking fountains at this site (one at Charron House and the other at Gatineau wharf). The Contractor is responsible for opening the fountains in spring, for maintaining them throughout the spring, summer and fall seasons and for closing them in late fall (see 4.4.4.1).
- Clean once yearly all manholes that are used for the distribution of electricity in the park.
- Replace any broken or hazardous boards from the pedestrian bridge located between the Charron House and Macdonald-Cartier Bridge. Please note that boards from the pedestrian bridge do not have standard dimensions. Replace pedestrian bridge boards with identical or same type of material. The Contractor shall keep a sufficient number of identical boards in stock in order to be able to replace damaged boards immediately (see 4.4.1).
- Perform general maintenance at Charron House.

Lighting and Electrical Systems

- Provide monitoring and maintenance services (including repairing lampposts and replacing light fixtures) of 8 lampposts and 12 light fixtures located in the large parking area rented to the City of Gatineau.

N.B. To know what additional Maintenance services are required for Canada Day and Winterlude, see 5.1 Special Events.

Maison Charron

- Provide general Maintenance to the Charron House.
- Maintain and operate the building systems (heating, electrical and water) and report any deficiencies to the CMO.
- Flush the waste water line once yearly in spring.
- Reset any tripped or failed breakers and change burnt light bulbs as required.
- Repair and replace any broken windows within 24 hours.
- Clean inside and outside surfaces of building (windows, floors, counters, washrooms, siding, furniture, walls, etc.) as required.
- Provide minor repair services to walls, counter tops, floors, roof, etc. (major structural repairs not included in Contract).
- Provide ongoing vandalism repair services including graffiti removal.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Maintain interior and exterior washroom facilities from May 1st to late October each year (no service in winter) as indicated in section 4.4.4.6.
- Remove debris and waste; empty waste receptacles as required.
- Inspect in spring and fall the structural integrity of the building and report any deficiencies to the NCC.
- Close and winterize the toilets inside and outside the building.

Manage waste recycling and cleaning (outdoor toilet)

- During the **high season**, clean the washroom facilities to the standards in paragraph 4.4.4.6.
- In the **low season**, clean washroom facilities and change houses to meet the same standards of paragraph 4.4.4.6, but only twice a day.
- The Contractor shall provide all cleaning supplies, toilet paper, paper towels and liquid soap as needed.
- During the entire opening period (low and high seasons) :
 - Remove garbage bags from the food concession twice daily.
 - Clean the office and storage area once a week.
 - Provide a waste recycling program consisting of collection, storage and deposit of recyclable materials. See subsection 3.19.

Note

- Charron House is occupied by “L’Association des auteurs et des auteures de l’Outaouais” from March to December each Contract Year.

Snow and Ice Control

- Remove snow and ice and salt access to building, fire hydrants, parking lot and roadway leading to Charron House.

Marina

- The Contractor is not responsible for landscaping on the grounds adjacent to the Harbour Master's Office (see GIS maps in Part II).
- The Contractor is not responsible for civil maintenance, snow and ice removal, waste management, recycling and cleaning (except for emptying waste receptacles in the parking lot) on the road, parking lot, associated sidewalks and the public boat launch at the Marina.

Hull marina

- Open and test (in the spring), maintain and repair (throughout the summer), and shut down (in the fall) the water supply system and the electrical power system, excluding the streetlights on the wharf and the distribution panels.

4.7.11 Montcalm-Taché Park

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Note

- There is a high profile floral display (tulips and annuals) at this site (Contractor to ensure that floral beds are well maintained throughout the flowering season).

4.7.12 Champlain Bridge (Quebec Approach)

Landscape Maintenance

- Weed once monthly the plant beds located on each side of the approach to the bridge.
- The Contractor shall install 20 flexible bollards along the Champlain Bridge bicycle path during the third week of April. The bollards shall be bolted to a concrete curb set on the road. The NCC will supply the bollards and the Contractor will supply the necessary hardware for their installation. The bollards and concrete curb must be removed on the weekend following Thanksgiving. Bollards will be stored in NCC warehouses.

Lighting and Electrical Systems

- Provide monitoring and maintenance services (including repairing lampposts and replacing light fixtures) for the lighting and electrical system located on the bridge between the Quebec approach to the bridge and the Quebec border situated approximately halfway onto the bridge (40 lampposts and 80 light fixtures). See map A – Champlain Bridge – Quebec).

4.7.13 Macdonald-Cartier Bridge (Quebec Approach)

Landscape Maintenance

- Cut twice yearly all Class “C” turf located at this site (see G.I.S. maps for details).

Notes

- Special safety measures are required at this site (i.e. high volume of traffic on highway makes it difficult to access and move about on site; steep embankment makes grass cutting difficult to accomplish).
- There is a significant amount of daffodils planted at this location (see 4.8.1.2.3 for maintenance details).

4.7.14 Des Fées Lake Parkway

Landscape Maintenance

- Water thoroughly in spring all planted trees along the parkway to remove any salt deposit.

Waste/Recycling/Cleaning Operations

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Clean on a frequent basis (twice a day when required) around the Gamelan/parkway intersection (located close to a school).

4.7.15 Brewery Creek Lands South

Civil Maintenance

- Inspect, report, repair (including the replacement of the pedestrian bridge unsafe wooden components) and clean as required the wooden boardwalk, lighting system, railing and retention wall located at this site (see GIS maps for details).
- Each year, the contractor will be required to supply and install a goose fence by the first week of April. The fence is installed on top of the posts and extends down to two inches above the water level. The fence is made of jute, is held in place with nylon rope and spans approximately 100 metres. The fence will be dismantled on a date indicated by the CMO.

4.7.16 Confederation Boulevard (Quebec)

Confederation Boulevard is Canada's official ceremonial route. It circles the core of Canada's National Capital Region. Ownership and maintenance responsibility for Confederation Boulevard is shared between the NCC, the City of Ottawa and the Ville de Gatineau. Maintenance requirements for Confederation Boulevard differ significantly and are more highly specialized than for most other sites included in this Contract. Confederation Boulevard includes (see the GIS maps in Part II for more details):

- Laurier Street (Gatineau), from Portage Bridge to Alexandra Bridge;
- Portage Bridge;
- Alexandra Bridge and its approaches;

The Contractor shall provide all the additional services listed below for the Confederation Boulevard assets (as detailed in clause 4.7.1.1). These services cover all Confederation Boulevard assets, including special design assets as shown on the GIS maps in Part II and summarized below:

Landscaping

- Trees and shrubs.

Civil maintenance

- Confederation Boulevard-style furnishings (benches, waste receptacles, bicycle racks, drinking fountains, light fixtures, tree fences, etc.);
- walls;
- roads, walkways, recreational pathways, sidewalks and stairs;
- all accessories (cleaning/repairs);
- handrails;
- the pedestrian directional system;
- directional signs;
- interpretive signs;
- Electrical and lighting systems.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Snow and ice control

- all hard surfaces (snow and ice control);
- snow and ice control activities are shared between the NCC, the City of Ottawa and the Ville de Gatineau (see Part II GIS maps for locations).

Waste Management, Recycling and Cleaning

- all property (poster removal, graffiti removal and cleaning).

Notes

- The Contractor is responsible for maintaining the decorative items (granite, mega paving stone).
- The City of Gatineau provides maintenance services for sidewalks located on the north side of Laurier Street. The Contractor is responsible for maintaining decorative items (granite, mega pavers).
- In Gatineau, the Contractor provides maintenance services for the sidewalks located on the south side of Laurier Street (from Portage Bridge to Alexandra Bridge).

4.7.1.1 Special Requirements for Confederation Boulevard

1.0 Introduction

The Contractor shall provide all additional and specialized Maintenance services for Confederation Boulevard as indicated below. These services shall be performed on all assets on the Boulevard, including but not limited to the special assets specified in Part II (GIS Maps).

2.0 Landscaping

All operational requirements specified in Section 4.3.2 and in the following clauses apply to the trees on Confederation Boulevard. The following operational requirements are in addition to those in Section 4.3.2.

2.1 Trees

The following operational requirements and maintenance services will be required for all trees designated as trees on Confederation Boulevard, including those planted in planting pits (vaults, paved trenches and structural soil) and in planters.

2.1.1 General

- Report all serious cases of insect infestation and disease that could affect plant health to the NCC representative immediately. Take pest and disease control measures only after obtaining written approval from the NCC representative and only in accordance with federal, provincial and municipal regulations.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Immediately report potentially hazardous trees and master branches to the NCC representative. Inform the NCC of emergency removal of trees or parts of trees. See clause 4.3.2.3.
- The Contractor shall maintain a maintenance log for the Confederation Boulevard trees, including the following up-to-date information and documentation (see section 6) :
 - the results of all soil tests (if applicable);
 - the date of each watering and fertilization session;
 - the amount of water and fertilizer used;
 - the type of fertilizer used;
 - the date of each pruning session;
 - the date of any disease and pest control measures taken and the type of measure (if applicable);
 - any additional or specialized interventions.Maintenance record(s) shall be provided to the NCC upon request. If the Contractor is unable to provide the maintenance log when requested by the NCC, an automatic financial penalty will apply (see section 2.14.1 Default, item vi and Schedule 2-B).
- The Contractor shall assign a manager who will be responsible for all aspects of the Maintenance of the Confederation Boulevard trees.

2.1.2 Tool disinfection

- Tools should be disinfected with 70% methyl alcohol (denatured methanol adequately diluted with water) or a Clorox solution (or an NCC-approved equivalent) before beginning work on each tree. Disinfection should be carried out after each pruning of diseased trees as directed by the NCC representative. If a diseased tree is detected, the Contractor shall immediately notify the NCC representative.
- The Contractor shall be aware that any elm wood removed in the context of this Work shall be disposed of separately. Elm wood shall be destroyed, buried or burned as soon as possible after removal. It shall not be offered as firewood. All such operations shall be carried out at the Contractor's expense.

2.1.3 Pruning and trimming

- Prune and trim annually in July or, if necessary, after July (Note: Elm trees should not be pruned between April 1 and September 30.)
- Remove all broken or dead branches or branches growing and suckers from under the tops of all trees.
- At all times, ensure that the following minimum clearance distances are maintained for branches: 5 m above roadways, 3 m above sidewalks and paths, and 2 m above turfed areas.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Remove all branches, suckers and other branches and trees that endanger public safety. Ensure that the public can use the sites safely during all work.
- Spend a maximum of 5 working days (40 hours) each year on all structural pruning of Confederation Boulevard trees. Structural pruning must be performed by an ISA-approved arborist. A work plan must be approved by the NCC prior to the structural pruning of Confederation Boulevard trees.

2.1.4 Watering

- Inspect trees weekly (twice a week during drought periods), from budding period in the spring to leaf shedding in the fall.
- Remove and safely dispose (before watering) of all weeds and debris from tree screens, including paper, wood, glass, plastic, metal and animal carcasses.
- Water as required according to the following instructions:
 - Visually assess water requirements and check with a reliable moisture meter equipped with a probe (tensiometer). Water accordingly. At least 200 litres of water per tree should be watered. Pour water gradually with a soft-jet sprayer to prevent soil "compaction". Ensure that the root mass is completely and uniformly moist but not completely saturated with water. Repair any damage (soil and/or mulch displacement) caused by watering.

2.1.5 Fertilization

- Every spring, flush trees planted in arch formation with plenty of water to clear de-icing salts after the ground has completely thawed.
- Twice a year, fertilize trees planted in pits (arches, paved trenches and structural soil) and planters. Fertilize during foliage season (mid to late May) and again in early summer (mid to late June) with 200 litres of water containing 300 ppm N of Plant-Prod "Drip-line Watering 24-10-20" (125 g per 100 litres of water) or an equivalent acidic, water-soluble fertilizer approved by the NCC representative.

2.1.6 Mulch

- In the spring, after tree canopies have been flushed with water, spread composted bark mulch (pine or other acidic coniferous) in a 50 mm layer as far as possible from the planting trench (minimum 0.2 cubic metres per tree). Ensure that the mulch does not cover the base of the trunk.

2.1.7 Waste

- Every week or before watering, remove and dispose of all garbage from tree screens and planting trenches. (Continue

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

to offer this service in the winter before ground is snow-covered.)

2.7.8 Winter Protection

- Provide winter protection for up to 150 trees each winter. Each year, prior to installation, provide a list of trees selected for protection to the NCC for approval. Prioritize the youngest trees (up to 15 cm in diameter and up to 15 cm chest height) and thin-barked species such as Norway maple and basswood.
- Trunk protection material must be water-resistant, sun-reflective, insulated and approved by the NCC prior to installation.
- It should remain installed throughout the winter and be removed in the spring.

2.7.9 Tree inspection and related reports

The inspections and reports required below must be performed and written by an ISA-approved arborist.

- Inspect all trees on Confederation Boulevard two (2) times per year and submit reports to the NCC representative.
- In early spring (every year in mid-May or earlier, depending on spring weather conditions and tree growth), inspect trees and report any damage caused by snow removal. Repair damage if possible and report any significant damage to tree trunks or crown structure and any general tree health problems.
- In early summer (mid-July), inspect all trees on Confederation Boulevard. Assess their general health and provide a report outlining pruning requirements, infestation and disease problems, and preliminary recommendations on which trees should be removed or replaced.
- Following receipt of the early summer report, the CMO will invite the Contractor and the Arborist to a tour of the trees on Confederation Boulevard.

Late summer inspection visit

- In late summer (late August), the CMO or their delegate will invite the Contractor to visit and inspect all trees on Confederation Boulevard, assess their general health and review the list of trees to be replaced, as per the report submitted under the 3rd bullet point of clause 2.1.9 above.

3.0 Public works maintenance

3.1 Furniture specific to Confederation Boulevard

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Maintain inventories (provided by the NCC at its own expense) and store (a portion of the inventory only) all types of furniture on Confederation Boulevard (flower and tree containers), benches, garbage and recycling containers, bicycle racks, streetlights, bollards, tree grates, water troughs, etc.).
- Each spring, transport and install portable furniture (including planters) according to the site plans provided by the CMO. (The Contractor is responsible for providing all hardware required to secure the furniture in place.)
- Each year, sand and stain all Wood Components before June 15th. (See Appendix 4-E for details.)
- Inspect and clean weekly.
- Replace all splintered, split or broken Wood Components with wood of the same type and grade. Stain to match new and existing components. (See Appendix 4-E for details.)
- Annually, paint (touch-up only) all exposed metal Components (including all necessary surface preparation work).
- Remove portable furniture in the fall and store it for the winter (except for some furniture items that are permanently attached. The quantity of such furniture will be provided at a later date.)

3.2 Wall inspection

- Before July 1st of each year, inspect all walls mentioned in Parts I and II of the Contract and submit a written report with sufficient details concerning any defects in need of repair or replacement.

3.3 Roads, walkways, pathways, sidewalks, stairs and trails

- Inspect weekly and report twice a year, in the spring (May) and fall (October).
- Remove vegetation weekly.
- Sand the joints or pour sand between the joints, if necessary.

Notes

- Hard surfaces on Confederation Boulevard are composed of granite (paving stones), concrete (mega-paver and sidewalks), asphalt and wood (parkways and sidewalks).
- Do not park or drive heavy equipment or vehicles on the pavement on the west side of Mackenzie Street, at the approaches to the Alexandra Bridge (in Quebec and Ontario) or on Laurier Street South in Gatineau.
- See also section 7.0 ("Responsibilities of Other Stakeholders") of clause 4.7.7.1.
- Each year, the services of a two (2) person team for sixty (60) hours will be required to upgrade or replace damaged pavers according to the directives of the CMO.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

3.4 All accessories (cleaning and touching up)

Metal components

Clean (all surfaces) twice during the summer season:

- Pressure wash all surfaces.
- Clean surfaces with a soft brush and mild soap.
- Rinse thoroughly with pressurized water.

Touch-ups (painted metal surfaces)

- Inspect monthly and remove all surface rust completely, if necessary, using at least 80 grit sandpaper.
- Lightly sand the areas to be retouched with 220 grit sandpaper.
- Clean the areas to be touched-up with a cloth moistened with lacquer.
- Finish touch-ups before June 15 (and continue retouching as needed throughout the year).
- Apply three (3) coats of catalyzed polyurethane-based paint with a fine bristle brush or spray with a spray can.
- Apply one coat of paste wax to restore the shine.

Touch-ups (panels)

- Touch up minor scratches with a chalkboard brush and high strength polyurethane paint. (For wide scratches, follow the touch-up procedure described above for all painted metal surfaces.)
- Once a year, in the spring, touch up all road sign posts. (See Appendix 4-E.)

NOTE

- The Contractor shall obtain approval from the NCC prior to any lamp post alterations. (This does not apply to the green rings, guy wires and lamppost brackets.)
- and not petroleum-based products (e.g., Varsol, solvents, acetone).

3.6 Directions/Information

The directional system consists of three components: models, signs and interpretation panels.

3.6.1 Models

There are seven (7) bronze relief models on concrete bases and four (4) Folia panels.

- Inspect and clean the models weekly.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Wash all models with water and soft cloths. Lightly polish the bronze relief elements in early May, early August and as required.
- Within 24 hours of a storm, remove snow with a shovel by hand to clear a 1.5-metre area around the models and a 1-metre path between the models and the nearest sidewalk or trail.
- Using a soft bristle brush, remove snow from the orientation columns and bronze models after each snowfall.

Note

- Damage to the models must be reported to the NCC (The Contractor will not be responsible for repairing any damage not caused by its own personnel.)

3.6.2 Directional Signs

In addition to the 7 models mentioned above, there are approximately 85 street signs and directional, attraction and Visitor Access Network (VAN) signs. The NCC is responsible for maintaining all attraction and VAN signs. The Contractor's responsibilities with respect to street signs are as follows:

- Clean twice a year (in early May and September) to remove accumulated dust and salt.
- Check for and report defects weekly.
- After each snowstorm, remove snow with a hand shovel to clear a 1.5-metre area around the signs and a 1-metre path between the signs and the nearest sidewalk or pathway.
- Repair according to the provisions of clause 4.4.5.3 of Part I.

3.6.3 Interpretation panels

There are twenty-five (25) interpretation panels consisting of a bronze panel embellished with cast bronze objects framing a coloured panel and mounted on a painted steel post equipped with a painted aluminum guy rope.

- Clean the panels with water and a soft damp cloth in early May, August and as required.
- Within 24 hours of a storm, remove snow with a hand shovel to clear a 1.5-metre space around the panels and a 1-metre path between the panels and the nearest sidewalk or path. Remove snow from the signs by hand.
- After each snowfall, remove snow from the bronze and coloured sign with a soft bristle brush and/or gloved hand.

3.7 Lighting and Electrical Systems

- Maintain all Lighting and Electrical Systems in accordance with clause 4.4.2 and the corresponding annexes.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- Follow the manufacturer's recommendations specified in Appendix 4-F for the replacement of burnt-out or defective bulbs on pedestrian and street lamps.

Note

- All electrical facilities and panels on Confederation Boulevard are shown in Appendix 4-G. To access these electrical facilities, all employees must have the appropriate security clearance, in this case "site access."

4.0 Snow and Ice Control

4.1 Information Kiosks

- Remove snow and ice from a 1.5-metre area around each kiosk (15 kiosks in total) and a 1-metre wide path between the kiosk and the nearest cleared path.

4.2 Hard Surfaces - Ice Removal

4.2.1 Winter Markers (fibreglass rods inserted in special holders planted in the ground)

- In the fall, remove twelve (12) sails from the lamp posts and install twenty-one (21) protective boxes. Remove and reinstall the elements in the spring;
- Install, repair and replace stored or missing winter markers (in the fall) at designated locations along Confederation Boulevard, and remove them (in the spring). Markers to be provided by the NCC.
- Inspect daily. Report defects and perform the necessary repairs, maintenance and replacements.
- Provide access through snow banks to all intersections with traffic lights, including clearing a path to all posts equipped with pedestrian crosswalk activation buttons.

Notes

- Excessive use of abrasive and de-icing chemicals will not be tolerated, especially where pedestrians are likely to leave footprints when entering buildings. Use calcium chloride at all entrances to government and NCC buildings (to cover the full width of the entrance and a distance of 50 feet from doorways) and on all steps and stairs. Use only calcium chloride as a de-icing compound over the entire surface of the York Steps.
- The NCC and the cities of Ottawa and Gatineau are sharing the snow and ice removal work. (Refer to the GIS maps in Part II for locations.)

5.0 Waste Management (all assets - graffiti and sign removal and clean-up)

- Immediately remove all visible stains, debris and hazardous obstructions from surfaces.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

5.1 Graffiti (see clause 4.6.1.5)

Surfaces without anti-graffiti coating

For walls, masonry and manufactured concrete:

- Remove completely using an approved non-destructive technique. (Test in a small, inconspicuous area to verify the effectiveness of the cleaning method or product and to avoid damage to the surface). Wash the entire surface to avoid obvious differences.

Anti-graffiti coated surfaces.

For walls, masonry and manufactured concrete:

- Remove with pressurized hot water or G PRO Graffiti Remover. (Apply a new coat of G PRO Protective Coating [or other NCC-approved product] if removed.)

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

For lighting elements and curbs (painted elements)

- Clean with a soft cloth moistened with kerosene or lacquer solvent (for painted graffiti).
- Thoroughly clean all affected areas with pressurized water and soap.
- Spread paste wax over the entire area and buff to restore original shine.

For coloured panels and Folia

- Remove spray paint and other marks with citrus oil.

5.2 Posters

- Remove posters from all Confederation Boulevard assets within 24 hours and remove posters from 90 poster holders twice a month (on the 1st and 15th of each month).

For painted elements:

- Heat the posters with a 1,500 W blow dryer to soften the glue.
- Remove posters and glue residue by scraping with a plastic spatula.
- Remove glue residue with a soft cloth moistened with kerosene e.
- Thoroughly clean the affected area with pressurized water and soap.

Note

- Indicate where poster holders are not being used and where posting is being done illegally. (Note the type of location used instead.)

5.3 Cleaning

- Remove all bird nests in or on fixtures and components. Bird nest removal must be completed between August 29 and April 7. Ensure that nests are not active prior to removal (an active nest is defined as a nest under construction, with eggs or young in or around the nest). No bird nests may be removed during the nesting period.

5.4 Waste management

Note

- The City of Ottawa will empty all Confederation Boulevard waste receptacles located along the roadways and sidewalks (once during the night). The Contractor will be responsible for responding to an average of no more than 6 call-backs per day. (A call-back is the equivalent of emptying a garbage can.) The call-back service shall be provided from June 1 to mid-November each year for the duration of the Contract. (The Contractor may commence the Work as required without the prior consent of the NCC). Following Remembrance Day, the Contractor shall remove all trash receptacles from the Boulevard for the winter and relocate them by mid-April at the latest.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

6.0 NCC Responsibilities

- Supply unique goods, usually spare parts, that must be moulded in a foundry using special moulds (e.g., Lumec parts and street light globes).
- At its discretion, replace trees on the Boulevard (except as a result of the Contractor's negligence).
- Enter into and manage separate contracts for the completion of the corrective measures identified in the Maintenance Contractor's deficiency reports (as requested in this document).
- At its discretion, manage the Life Cycle Maintenance of sculptures, monuments and interpretive panels.
- Provide the street furniture layout plan.
- Remove painted, aerosolized, felt-tip and other graffiti from all bronze elements of the models and interpretive panels.
- Provide signage, interpretive panels and replacement models as required.

7.0 Responsibilities of Others

The cities of Ottawa and Gatineau are responsible for a number of maintenance activities. The following is a partial list:

- snow and ice removal on most roadways and sidewalks;
- sweeping, washing and wet-cleaning most roadways and sidewalks;
- surface maintenance of most roadways (sidewalk to sidewalk);
- garbage disposal (from Confederation Boulevard).

The Contractor shall refer to the Part II GIS maps to establish its areas of responsibility for the above services.

4.7.17 Canadian Museum of History Pathway

General

- Immediately report any graffiti or vandalism on sculpture to the CMO (the NCC is responsible for repairs– see 1.4.2).

Landscaping

- The Contractor is responsible for the flower bed behind the south-west corner of the Museum of History, between the pathway and the river.
- Remove climbing plants from trees, shrubs, fences and furniture.

Civil Maintenance

- The Contractor is responsible for Maintenance of the stone retaining wall.
- Maintain the chain link fence located at Scott Point.
- The Contractor is responsible for maintaining the lighting and electrical systems for the pathway along the Canadian Museum of History. (Power is supplied by the Museum's pumping station, which is located near the pathway). Contact the CMO for access.)

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- The Contractor is responsible for the maintenance of the wooden bridge.

Waste, Recycling and Cleaning Management.

- The Contractor is in charge of removing graffiti from pedestrian tunnels under the E.B. Eddy and Portage Bridge access way.

4.7.18 Terasini Park

- This new site will eventually be included in the maintenance contract. It will include one pathway, public assets, waste management and landscaping. The Contractor will have to take this site into consideration when determining its fee proposal starting in 2022.

4.7.19 Kruger Park

- This new site will eventually be included in the maintenance contract. It will include one pathway, public assets, waste management and landscaping. The Contractor will have to take this site into consideration when determining its fee proposal starting in 2023.

4.8 Special Maintenance Programs

4.8.1 Floral Program (see 4.3.3)

4.8.1.1 General Requirements

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.8.1.2 Detailed Requirements

The Contractor shall provide all services related to the Flower Program as set out in this clause (4.8.1.2), clause 4.3.3 and Appendix 4-A. The Flower Program consists of:

- annuals in flowerbeds¹ and containers (no containers, planters, sodded area or fields) - approximately 18260 plants each year;
- tulips in flowerbeds¹, turf and fields - Contractor's annual responsibilities: purchase and maintain approximately 81,270 new tulip bulbs.

¹ flowerbed area total = 1,945 m²

- bulbs in turf, flowerbeds and fields (to be maintained in accordance with clause 4.3.3).

Requirements that vary from these estimates shall be treated as "amendments" in accordance with section 2.3 of this Contract.

4.8.1.2.1 Annuals

Annual beds and permanent containers

- In the fall, order the supplier's annuals.
- In winter, inspect annuals regularly at the nursery.
- In the spring, remove the protective snow fences around the beds.
- Receive annuals from the plant supplier(s) and plant them.
- During the growing season, maintain the annual beds (see 4.3.3).
- In late summer or early fall, remove annuals.

4.8.1.2.2 Tulips

Flower beds and permanent containers

- In fall, plant the bulbs (only in the flowerbeds where bulbs need to be replaced).
- In late spring, remove bulbs (only in beds where bulbs are to be replaced).
- During the season, maintain according to 4.3.3.
- The NCC will identify bulb beds for removal.
- In early fall, install snow fencing (with burlap) around all beds.

4.8.1.2.3 Bulbs and perennials in flowerbeds, grassy areas, and naturalized fields

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- In late spring and after flowering, cut the stems
- During the growing season, maintain according to the Contract (see 4.3.3).
- In early fall, install snow fencing (with burlap) around all flower beds.

Grassed areas and naturalized fields

- At the end of spring and after flowering, cut the plants (the planting of new bulbs and plants is excluded from the Contract).

Note:

The NCC may, at its sole discretion, change the proportion of bulbs, annuals and perennials used in all or part of the beds identified in this Contract. Such changes shall not affect the Contractor's Maintenance responsibilities. Such changes will be made at no additional cost to the NCC.

4.8.1.3 Detailed bulb requirements for all mobile containers (planters) and their transportation only

- The Contractor assumes no responsibility for annuals in mobile containers (hanging baskets, tubs, planters, urns, etc.).
- Tulips in mobile containers (245 containers) - Contractor's annual responsibilities: Purchase and maintain approximately 24,000 new tulip bulbs.

4.8.1.3.1 Annual

In mobile containers only

- The Contractor responsible for the Core Area and Confederation Boulevard Contract **is not responsible** for the spring planting, summer maintenance and fall removal of annuals from the containers (mobile containers). The Contractor who will be awarded the separate contract for the annuals in the containers (mobile containers) will be responsible for the maintenance of the flowers, the basins in which the annuals are planted, as well as for any damage to the containers resulting from its negligence (i.e. hitting a bin).

4.8.1.3.2 Tulips

In mobile containers only

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- In the fall, plant tulips in plastic tubs (using a growing medium consisting of a well-drained soil mixture; approximately 96 bulbs per tub; tubs should cover the entire surface of all tubs).
- In winter, store in a dark, cool location place (temperature should be kept below 0°C; do not allow the temperature to rise above 0°C until the bulbs are forced out on a specific date).
- In the spring, transport the containers to the site; place the plastic tubs containing the tulips in the containers (timing to be determined by the NCC).
- During the flowering season, maintain the tulips.
- After the flowering season, remove bulb trays immediately.

Note

- The Contractor is not responsible for annuals in the mobile containers.

4.8.1.3.3 Transportation of Mobile Containers

- Only the maintenance and relocation of the containers themselves (mobile containers) as well as any other damage to the containers will be the sole responsibility of the Contractor responsible for the Core Area and Confederation Boulevard Contract.
- The Contractor is responsible for the removal, transportation, storage and relocation of the containers and totes (fall removal, winter storage and spring relocation).
- The Contractor is also responsible for transporting the mobile containers for Canada Day (see 5.1.1) and for ceremonies at the National War Memorial (see 4.7.16).

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

4.8.1.3 Floral Committee

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

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

4.8.1.4 Additional Requirements

4.8.1.4.1 Mulching

The Contractor shall provide and spread 20 m³ of fine cedar mulch per year. The mulch may be used on any type of bed (i.e. shrub beds, etc.) and the NCC shall identify which sites require mulching.

4.8.1.4.2 Composting

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

Notes

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

Reconciliation:

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

4.8.2 Tree maintenance program (see also 4.3.2) (all trees on lands covered by this contract)

4.8.2.1 Maintenance, Structural and Decorative Pruning

The Contractor is responsible for providing all of the services and materials listed below. All work shall be performed by recognized arborists in accordance with arboricultural practices

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

(International Society of Arboriculture) using appropriate equipment and materials. The Contractor will provide these services at the COC rate (Appendix 2-A) up to a maximum of \$25,000 annually. At the end of each year, the unused portion of the \$25,000 will be returned to the NCC through a reconciliation process or carried over to the next fiscal year at the sole discretion of the NCC. All reconciled amounts will be withdrawn from one of the Contractor's subsequent monthly payments.

- Pruning (by a climber). This includes structural and decorative pruning and the removal of dead or damaged branches.
- Installation of cables and tree stakes
- Deep root watering
- Deep root fertilization (liquid)
- Deep root fertilization (granular)
- Vertical mulching
- Aeration
- Various arboriculture tasks

4.8.2.2 Additional Requirements

The Contractor must appoint a supervisor In charge of the Tree maintenance and management program along Confederation Boulevard (4.7.7.1). This supervisor must meet with the CMO and NCC Arborist on a regular basis to discuss maintenance plans, and supervise all work performed under this program. The supervisor must be familiar with ISA best practices in management.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
ANNUAL REQUIREMENTS - Sample**

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>	<u>Plant name</u>		<u>spacing (cm)</u>	<u>Quantity of plants</u>
Jacques Cartier Park							
1004	Maurice Richard Bed	planting bed	63	A	Salvia Splendens 'Ablazin Tabasco'	30	448
				B	Euphorbia hybrid 'Diamond Frost'	25	290
				C	Evolvulus hybrid 'Blue My Mind'	25	275
1005A	Stairway Bed (North)	planting bed	350	A	Salvia longispicata x farinacea 'Playin' the Blues'	50	154
				A	Rudbeckiahirta 'Irish Eye'	45	284
				B	Solenostemonhybrida 'Redhead'	45	323
				B	Pennisetumalopecuroides 'Hameln'	45	323
				C	Scaevola hybrid 'Brilliant'	45	303
				C	Euphorbia hypericifolia 'Cool Breeze'	45	303
1005B	Stairway Bed (South)	planting bed	308	A	Salvia longispicata x farinacea 'Playin' the Blues'	50	135
				A	Rudbeckiahirta 'Irish Eye'	45	249
				B	Solenostemonhybrida 'Redhead'	45	296
				B	Pennisetumalopecuroides 'Hameln'	45	296
				C	Scaevola hybrid 'Brilliant'	45	256
				C	Euphorbia hypericifolia 'Cool Breeze'	45	256

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
ANNUAL REQUIREMENTS - Sample**

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>	<u>Plant name</u>		<u>spacing (cm)</u>	<u>Quantity of plants</u>
Jacques Cartier Park							
1006	Triangle Bed	planting bed	17	A	Pennisetum purpureum 'Vertigo'	70	5
				B	Solenostemonscutellarioides 'Watermelon'	45	40
				C	Verbenahybrids 'Superbena Royale Chambray'	25	104
1007	Vehicular Entrance @ Verdun	planting bed	22	A	Salvia farinacea 'Evolution Violet Blue'	35	73
				B	Celosia spicata 'Spiky Pink'	25	104
				C	Senecio cineraria 'Silverdust'	25	104
1008	Pedestrian Entrance @ Verdun	planting bed	22	A	Salvia farinacea 'Evolution Violet Blue'	35	73
				B	Celosia spicata 'Spiky Pink'	25	104
				C	Senecio cineraria 'Silverdust'	25	104
1009	Sacre-Coeur/ Laurier	planting bed	59	A	Pennisetummacroum 'White Lancer'	50	60
				B	Impatiens x hybrida hort 'SunpatiensVigorous Magenta'	35	116
				B	Impatiens x hybrida hort 'SunpatiensVigorousLavender'	35	116
				C	Senecio cineraria 'Silverdust'	30	128

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
ANNUAL REQUIREMENTS - Sample**

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>	<u>Plant name</u>		<u>spacing (cm)</u>	<u>Quantity of plants</u>
Jacques Cartier Park							
1010	Laurier/ Dussault	planting bed	109	A	Pennisetum purpureum 'Prince'	75	31
				B	Canna tropicanna 'Phasion'	35	155
				C	Solenostemonscutellarioides 'Wasabi'	45	60
				D	Solenostemonhybrida 'Redhead'	40	122
				E	Salvia farinacea 'Blue Frost'	30	136
				E	Salvia elegans 'Golden Delicious'	35	100
				F	Chrysocephalumapiculatum 'Silver Sunburst'	30	183
Tache/ Montcalm							
1011	Circular Bed	permanent planter	28	A	Canna x generalis 'Maui Punch'	30	33
				B	Solenostemonscutellarioides 'Wizard Coral Sunrise'	30	16
				C	Salvia splendens 'Vista Lavender'	25	63
				D	Calibrachoa Million Bells Trailing Magenta	25	67
				D	Calibrachoa Million Bells Trailing Blue 09	25	67
E	Mecardonia 'Gold Dust'	25	89				

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
ANNUAL REQUIREMENTS - Sample**

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>		<u>Plant name</u>	<u>spacing (cm)</u>	<u>Quantity of plants</u>
Tache/ Montcalm							
1012	Oval Bed	planting bed	53	A	Canna americanallis var. variegata 'Pretoria'	35	61
				B	Solenostemonscutellarioides 'ColorBlaze Royal Glissade'	35	29
				C	Salvia farinacea 'Evolution Deep Violet'	35	41
				D	Impatiens x hybridahort 'Sunpatiens Compact Deep Rosel'	35	90
				D	Impatiens x hybridahort ' Sunpatiens Compact Electric Orange'	35	90
				E	Mecardonia 'Gold Dust'	30	167
promenade Lac des Fées							
1013	Lac des Fees North	planting bed	79	A	Canna americanallis var. variegata 'Pretoria'	35	40
				B	Pennisetumsetaceum ' Cherry Sparkler'	45	52
				C	Salvia farinacea 'Evolution Deep Violet'	35	106
				D	Impatiens x hybridahort 'Sunpatiens Compact Hot Coral'	35	157
				D	Impatiens x hybridahort ' Sunpatiens Compact Pink'	35	157
				E	Mecardonia 'Gold Dust'	30	133

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>	<u>Plant name</u>		<u>spacing (cm)</u>	<u>Quantity of plants</u>
promenade lac des Fées							
1014A	Lac des Fees South	planting bed	59	A	Zea mays 'Garden Leader Rainbow'	60	14
				B	Solenostemon hybrid 'Redhead'	45	57
				C	Impatiens x hybridahort 'Sunpatiens Spreading Salmon'	35	129
				C	Impatiens x hybridahort ' Sunpatiens Spreading Carmine Red'	35	129
				D	PortulacaOlerancea 'PortoGrande Magenta'	30	122
1014B	Lac des Fees South	planting bed	31	D	Solenostemon hybrid 'Redhead'	45	35
				C	Impatiens x hybridahort 'Sunpatiens Spreading Salmon'	35	69
				C	Impatiens x hybridahort ' Sunpatiens Spreading Carmine Red'	35	69
				D	PortulacaOlerancea 'PortoGrande Magenta'	30	78

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

<u>Bed #</u>	<u>Location</u>	<u>Type of display</u>	<u>Bed size (m²)</u>		<u>Plant name</u>	<u>spacing (cm)</u>	<u>Quantity of plants</u>
Champlain Bridge							
1015A	East Bed	planting bed	153	A	Zea mays 'Garden Leader Rainbow'	60	36
				B	Solenostemonscutellarioides 'El Brighto'	45	124
				C	Celosia argentea 'First Flame Orange'	30	267
				C	Celosia argentea 'First Flame Red'	30	267
				D	Stipatenuissima 'ColorGrass Pony Tails'	40	244
				E	Capsicum annuum 'Garda Fireworks'	30	311
1015B	West Bed	planting bed	127	A	Zea mays 'Garden Leader Rainbow'	60	22
				B	Solenostemonscutellarioides 'El Brighto'	45	118
				C	Celosia argentea 'First Flame Orange'	30	200
				C	Celosia argentea 'First Flame Red'	30	200
				D	Stipatenuissima 'ColorGrass Pony Tails'	40	213
				E	Capsicum annuum 'Garda Fireworks'	30	278
Confederation Boulevard and Canadian Museum of History Pathway							
16	Granite planter	Planting bed	89		Salvia splendens 'Ablazin Tabasco'		335
					Impatiens x hawkeri 'Painted Paradise Wine'		196
					Impatiens x hawkeri 'Painted Paradise Pink'		196
17	Portage Bridge	Planting bed	175		Impatiens x hawkeri 'Painted Paradise Red Improved'		812
					Impatiens x hawkeri 'Painted Paradise Orange Improved'		812
18	Flower bed	Planting bed	83		Salvia farinacea 'Sallyfun White Improved'		106
					Pennisetumsetaceum rubrum 'Fireworks'		136
					Impatiens x hawkeri 'Painted Paradise Wine'		140
					Impatiens x hawkeri 'Painted Paradise Pink'		140
19	Canadian	Planting bed	118		Enseteventricosum 'Maurelii'		8
					Canna 'B. Marley'		9

TERMS OF REFERENCE – QUEBEC URBAN LANDS

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

	Museum of History			Salvia splendens 'Ablazin Tabasco'	196
				Salvia farinacea 'Sallyfun Blue'	196
				Impatiens x hawkeri 'Painted Paradise Orange Improved'	176
				Impatiens x hawkeri 'Painted Paradise Wine'	176
				Chrysocephalumapiculatum 'Silver Sunburst'	74
				Alternanthera dentata 'Summer Flame'	74
		Total surface	1,945		

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
BULB REQUIREMENTS (Sample)**

Annually, at its own expense, the Contractor shall supply the approximate amount of floral material indicated below:

Bed No.	Location	Type of display	Bed size (m ²)	Quantity for bed (50/m ²)	Bulbs remaining in ground	Bulbs to be planted	Bulbs	Group/ time/ size	Colour
Jacques Cartier Park									
1004	Maurice Richard bed	planting bed	63	3,150		1,150	T. Ruby Prince	SE/ 45	Red
						1,000	T. White Emperor	F/ 45	White
						2,000	Hyacinthus orientalis 'Dark Dimension'	25	Dark blue
1005A	Stairway bed (North)	planting bed	314	15,700		3,900	T. Orange Dynasty	T/ 50	Fuchsia/ orange
						6,250	T. Golden Dynasty	T/ 50	Cream/ yellow
						5,550	T. Tender Whisper	T/ 45	Cream/ pink
1005B	Stairway bed (South)	planting bed	267	13,350		3,600	T. Orange Dynasty	T/ 50	Fuchsia/ orange
						5,150	T. Golden Dynasty	T/ 50	Cream/ yellow
						4,600	T. Tender Whisper	T/ 45	Cream/ pink
1006	Triangle bed	planting bed	17	850		850	T. Antoinette	B/ 45	Cream/yellow/ pink
1007	Vehicular entrance at Verdun	planting bed	22	1,100		550	T. Rajka	T/ 45	Red/ pink edge
						550	T. Just Kissed	T/ 45	White/ Fuchsia
1008	Pedestrian entrance	planting bed	12	600		300	T. Rajka	T/ 45	Red/ pink edge
						300	T. Just Kissed	T/ 45	White/ Fuchsia
1009	Laurier/ Dussault	planting bed	109	5,450		2,500	T. Orange Queen	Dh/ 55	Orange
Tache/ Montcalm									
1010	Circular bed	permanent planter	28	1,400		1,400	T. Orange Princess	DE/ 30	Orange/ red flame
1011	Oval bed	planting bed	53	2,650		1,650	T. Pirand	F/ 40	Red/ white
						1,000	Narcissus Mount Hood	N/ 40	White
Promenade Lac des Fees									
1013	Lac des Fees North	planting bed	79	3,950	2,000	0	T. American Dream	Dh/ 60	Cream/ red edge
					1,950	0	T. Apeldoorn's Elite	Dh/ 55	Red/ yellow edge

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**APPENDIX 4-A (1)
BULB REQUIREMENTS (Sample - CONTINUED)**

Bed No.	Location	Type of display	Bed size (m ²)	Quantity for bed (50/m ²)	Bulbs remaining in ground	Bulbs to be planted	Bulbs	Group/ time/ size	Colour
1014A	Lac des Fees South	planting bed	59	2,950		1,500	T. Mango Charm	T/ 45	Peach
						1,450	T. Prins Willem Alexander	T/ 50	Orange
1014B	Lac des Fees South	planting bed	31	1,550		800	T. Mango Charm	T/ 45	Peach
						750	T. Prins Willem Alexander	T/ 50	Orange
Champlain Bridge									
1015A	East bed	planting bed	153	7,650	2,500	0	T. Cum Laude	SL/ 60	Purple
					2,250	3,000	T. Blushing Beauty	SL/ 60	Red/ orange
					2,900	0	T. Francoise	SL/ 50	Light yellow
1015B	West bed	planting bed	127	6,350	2,200	0	T. Cum Laude	SL/ 60	Purple
					2,200	2,500	T. Blushing Beauty	SL/ 60	Red/ orange
					1,950	0	T. Francoise	SL/ 50	Light yellow
Sacre-Coeur/ Laurier									
1016	Sacre-Coeur/ Laurier	planting bed	59	2,950		1,500	T. Brown Sugar	T/ 50	Fuchsia/ orange
						1,450	Narcissus Printal	N/ 40	White/ yellow
Confederation Boulevard and Canadian Museum of History Pathway									
TOTAL QUANTITY						81,270			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

TABLE 4-A (2)

Annuals

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Ageratum houstonianum	High Tide Series	15 to 20 cm	8.75(3.5")/1801/18
	Leilani Blue	15 to 20 cm	6.25(2.5")/804/32
	Artist Series	10 to 15 cm	8.75(3.5")/1801/18
Alyssum Lobularia maritima	Wonderland Crystal White	10 to 15 cm	6.25(2.5")/804/32
	Snow Princess	10 to 15 cm	8.75(3.5")/1801/18
Alternanthera dentata	Purple Knight	10 to 15 cm	10-cm pot (4")
	Royal Tapestry	10 to 15 cm	10-cm pot (4")
Angelonia angustifolia	Serena Series	10 to 15 cm	8.75(3.5")/1801/18
Arundo donax	“Variegata”	30 to 38 cm	Gallons
Begonia (Fibrous-Rooted) B. x semperflorens-cultorum	Cocktail Series	10 to 15 cm	8.75(3.5")/1801/18
	Encore Series	10 to 15 cm	8.75(3.5")/1801/18
Begonia (Tuberous-Rooted) B. x tuberhybrida	Nonstop Series	15 to 20 cm	10-cm pot (4")
	Panorama Series	15 to 20 cm	10-cm pot (4")
	Harmony Series	10 to 15 cm	8.75(3.5")/1801/18
Begonia hiemalis	Solenia Cherry	15 to 20 cm	10-cm pot (4")
Begonia x	Dragon Wing Series	15 to 30 cm	8.75(3.5")/1801/18
	Baby Wing Series	15 to 20 cm	8.75(3.5")/1801/18
Canna	Futurity Series	20 to 38 cm	10-cm pot (4")
	Red King Humbert	30 to 38 cm	10-cm pot (4")
	Pretoria	30 to 38 cm	10-cm pot (4")
Carex flagellifera	Toffee Twist	10 to 20 cm	8.75(3.5")/1801/18

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

TABLE 4-A (2) (suite)

Annuals

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Celosia plumosa	Castle	10 to 20 cm	6.25(2.5")/804/32
	Century	10 to 20 cm	6.25(2.5")/804/32
	Geisha	10 to 20 cm	6.25(2.5")/804/32
	Fresh Look Series	10 to 20 cm	6.25(2.5")/804/32
	Chinatown	10 to 20 cm	6.25(2.5")/804/32
Celosia cristata	Coral Garden Mix	10 to 13 cm	6.25(2.5")/804/32
	Jewel Box Mix	10 to 13 cm	6.25(2.5")/804/32
Cleome	Queen Series	15 to 30 cm	6.25(2.5")/804/32
	Seniorita Rosalita	20 to 30 cm	10-cm pot (4")
	Spirit Series	20 to 30 cm	10-cm pot (4")
Coleus	Black Dragon	10 to 20 cm	6.25(2.5")/804/32
	Wizard Series	10 to 15 cm	10-cm pot (4")
	ColorBlaze Series	10 to 20 cm	10-cm pot (4")
Cosmos	Sonata Series	15 to 20 cm	6.25(2.5")/804/32
	Ladybird	15 to 20 cm	6.25(2.5")/804/32
Dichondra	Silver Falls	10 cm	8.75(3.5")/1801/18
Dusty Miller	Silver Dust	10 to 15 cm	6.25(2.5")/804/32
Euphorbia	Diamond Frost	10 to 15 cm	10-cm pot (4")
Geranium Pelargonium x hortorum	Maverick Series	20 to 30 cm	10-cm pot (4")
Heliotrope	Marine	15 to 20 cm	804/32 or 1801/18
Impatiens	Blitz/Dazzler	10 to 20 cm	8.75(3.5")/1801/18
	Tempo Series	10 to 20 cm	8.75(3.5")/1801/18
	Series/Super Elfin	10 to 20 cm	8.75(3.5")/1801/18

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

TABLE 4-A (2) (continued)

Annuals

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Impatiens	Show Stopper Series	10 to 20 cm	8.75(3.5")/1801/18
	Spreading Fanfare Series	10 to 20 cm	8.75(3.5")/1801/18
Impatiens x hawkerii	New Guinea Series	10 to 20 cm	8.75(3.5")/1801/18
Ipomoea batatas	Margarita	10 to 15 cm	10-cm pot (4")
	Blackie	10 to 15 cm	10-cm pot (4")
	Blackheart	10 to 15 cm	10-cm pot (4")
Lantana	Landmark Series	10 to 20 cm	10-cm pot (4")
Nasturtium	Alaska Mix	15 to 20 cm	8.75(3.5")/1801/18
	Whirlybird Mix	15 to 20 cm	8.75(3.5")/1801/18
Pennisetum setaceum	(Green)	15 to 30 cm	8.75(3.5")/1801/18
	Rubrum	30 to 40 cm	10-cm pot (4")
Pennisetum alopecuroides	Little Bunny	15 to 20 cm	10-cm pot (4")
	Hameln	20 to 26 cm	10-cm pot (4")
Perilla magilla		15 to 30 cm	10-cm pot (4")
Petunia	Madness Series	10 to 20 cm	6.25(2.5")/804/32
	Wave Series	10 to 20 cm	8.75(3.5")/1801/18
Plectranthus coleoides	Variegatus	10 to 20 cm	10-cm pot (4")
Portulaca	Sundial Series	10 to 15 cm	6.25(2.5")/804/32
Ricinus impala		30 to 60 cm	10-cm pot (4")
Rudbeckia hirta	Irish Spring	10 to 15 cm	6.25(2.5")/804/32
	Indian Summer	10 to 15 cm	6.25(2.5")/804/32
Salvia coccinea	Forest Fire	15 to 20 cm	6.25(2.5")/804/32

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

TABLE 4-A (2) (continued)

Annuals

Species	Variety/Series	Plant Height	Pot/Cell/Qty
Salvia farinacea	Evolution Deep Violet	10 to 15 cm	6.25(2.5")/804/32
	Fairy Queen	15 to 20 cm	6.25(2.5")/804/32
	Victoria Series	10 to 20 cm	6.25(2.5")/804/32
Salvia splendens	Flare	15 to 30 cm	6.25(2.5")/804/32
	Bonfire	15 to 30 cm	6.25(2.5")/804/32
Salvia patens	Patio Dark Blue	15 to 20 cm	6.25(2.5")/804/32
Tagetes erecta (African Marigold)	Antiqua Series	15 to 20 cm	6.25(2.5")/804/32
Tagetes patula (French Marigold)	Hero Series	10 to 20 cm	6.25(2.5")/804/32
Tagetes erecta x patula (Triploid Marigold)	Moonstruck Orange	10 to 20 cm	6.25(2.5")/804/32
	Sunburst Series	10 to 20 cm	6.25(2.5")/804/32
Verbenabonariensis	Buenos Aires	20 to 30 cm	8.75(3.5")/1801/18
Zinnia elegans	Dreamland Series	10 to 15 cm	6.25(2.5")/804/32
Zinnia angustifolia	Crystal Series	10 to 15 cm	6.25(2.5")/804/32
	Star Series	10 to 15 cm	6.25(2.5")/804/32
Zinnia x hybrida	Profusion Series	10 to 20 cm	6.25(2.5")/804/32

Bulbs

Species	Bulb circumference
Tulip, crocus, daffodil	Top Size

Notes:

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B
ELECTRICAL –SPECIAL EVENTS MAINTENANCE PROGRAM

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

Prior to all events

- Meet with each event organizer who requires access to any electrical infrastructure in a park.
- Only give access to the electrical infrastructures to certified electrician representing the event.
- Perform a visual inspection of the condition of the electrical systems and their infrastructures with event organizer.
- Turnover the keys to access the bollards, kiosks or electrical rooms.
- Turnover the electrical pigtailed (also referred to as tails or Cam-lok connectors) required by the event organizer.
- Ensure festivals are abiding by the NCC “Site Use Guidelines” as well as the NCC “Special Event Permit” with regards to the use of the NCC’s electrical infrastructures.
- Take meter(s) reading prior to event of all NCC meters that are impacted by the electrical consumption of the event.

During the event

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

Within forty-eight (48) hours of the event organizer vacating the premises

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

Within 5 days of the event organizer vacating the premises

- Report to the NCC any missing pigtailed or keys and the meter readings taken prior and after the event.
- Report to the NCC any damages and associated cost to repair the damages attributed to the event activities.

Ongoing

- Inventory management of keys and pigtailed.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-B
ELECTRICAL –SPECIAL EVENTS MAINTENANCE PROGRAM
(continued)

Reports

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-C

ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM

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

1. Generic terms for the Spring Annual Maintenance Program

1.1. Scope

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

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

Support shall include providing measures, temporary or permanent, to restore power.
- .5 The detailed Maintenance and testing are written to cover a broad range of electrical Components and installations. These are included under Electrical Components, Testing and Maintenance in individual sections included further in this appendix.
- .6 Provide the labour and equipment required to perform inspections, testing, Maintenance, repairs and the replacement of Components for Systems and devices (under the Contractor’s responsibility), as described in clause 4.4.2.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .7 The following Components must be tested annually in accordance with Appendix 4-C(3):
 - Power cables.
- .8 The following Components must be tested in Year 2 and Year 4 of the Contract, in accordance with Appendix 4-C (3):
 - Moulded case circuit breakers.
 - Panelboards and control centres.
 - Fixed mounted switch/fuse units.
 - Dry type transformers to 600 Volt primary.
 - Motor control, contactors, motor starters, low voltage (up to 1000V) medium voltage.
- 1.2. Work Planning
 - .1 Perform inspection testing and routine Maintenance of electrical Systems and Components as specified in section 4.4.2.
 - .2 In Electrical Vaults where access is controlled by a third party, the room inspection cleaning together with inspection testing and routine Maintenance may be carried out during a single operation, usually during the planed power shutdown by the third party.
- 1.3. Schedule
 - .1 Submit proposed schedule for performance of the work a minimum of 4 weeks prior to starting the activity.
 - .2 Schedules must be approved by the NCC prior to any shutdowns.
 - .3 Schedule shall show all major activities with dates and estimated duration of shutdowns.
- 1.4. As-built Drawings.
 - .1 Obtain prints of the electrical System layout from the owner when available.
 - .2 Provide revised electrical single line drawings with verified circuits for all equipment when original line drawings were provided by the NCC.
 - .3 When any discrepancies with the original single line drawings provided by the NCC becomes apparent during the spring Annual Maintenance Program, mark the original single line drawing with:
 - .1 CT and PT size, ratios and configurations.
 - .2 Cable types and sizes of cables.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .3 Fuse types, sizes and ratings.
 - .4 Circuit breaker frame sizes and trip unit types and ratings.
 - .5 Protective relay designations.
 - .6 Load break and disconnect switch ratings.
 - .7 Transformer kVA and voltage ratings, types, configurations and impedances.
 - .8 Panel board, switch board and switchgear voltage and current ratings.
 - .4 Indicate other drawing discrepancies and omissions.
- 1.5. Thermographic imaging
- .1 Obtain the thermographic imaging study report from the owner when available.
 - .2 Complete the additional Maintenance requirement as detailed in Section 3 of this annex “Maintenance Procedures by Equipment Type” when the thermographic imaging report is available.
 - .3 Thermographic imaging can also be referred to as an Infra-red scan.
- 1.6. Reports
- 1. The Contractor shall complete a Maintenance Activity report, organized by location, indicating the outcomes and conditions observed at each electrical supply (see electrical map for the list and location of each electrical supply). The Contractor shall submit two copies of the report in question, each in a separate three-ring binder, and one .pdf copy. The exception being Site Lighting, the Contractor is to submit 1 report per site for all site lighting on the site. All reports shall be received at the NCC no later than June 1st of each year.
 - 2. Include a copy of the single line diagram when the single line diagram has been supplied by the NCC including written notes made on the diagram during the inspection(s).
 - 3. For items not under the responsibility of the Contractor as part of the Contract, submit an itemized breakdown for recommended repair or corrective Maintenance procedures.
 - 4. Photographs shall be mounted on background sheets c/w labels. Curves and graphs shall be neatly plotted on appropriate graph paper. Result tables shall be typed and logically arranged.

2. Description of the Maintenance Activities

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

**ELECTRICAL – SPRING ANNUAL MAINTENANCE PROGRAM
(continued)**

Table 1: Equipment type found in each park

Park	Power Cables	Panelboards and Control Centres	Moulded Case Circuit Breakers	Fixed Mounted Switch / Fuse Units	Splitters and Boxes	Dry Type Transformers	Motor Control, Starters to 1000V	Electrical Service Rooms Inspection	Pedestals	Site Lighting	Metal Clad Switchgear/ Substations
Champlain Bridge (Quebec Approach)	X									X	
Jacques Cartier Park North	X	X	X				X	X		X	
Jacques Cartier Park South	X	X	X	X	X	X	X	X	X	X	X
Leamy Lake Park/Fournier Blvd.	X	X	X					X		X	
Leamy Lake Park	X	X	X	X	X		X	X		X	
Montcalm-Taché Park	X	X	X	X			X	X		X	
Sentier de L'île Park	X	X	X	X	X		X	X		X	
Brewery Creek Lands South	X	X	X					X		X	
Chars de combat Park	X				X		X	X		X	
Portageurs Park	X	X	X		X		X	X		X	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

3. Maintenance Procedures by Equipment Type

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

WORK COMMON TO MOST ELECTRICAL ASSEMBLIES

- .1 Inspection:
 - .1 Inspect for evidence of corrosion, the presence of corona or insulation breakdown, and/or for environmental contamination, especially on insulators or insulating surfaces.
 - .2 Verify acceptable anchorage, required area clearances, and proper alignment:
 - .3 Verify presence of required warning signs.
 - .4 Verify that protective devices and settings, instrument transformers and ratios, and all other electrical elements correspond to single line drawings, coordination study, and/or relevant documentation.
 - .5 Verify that ventilation filters are present and in good condition, and/or that ventilation openings or vents are clear.
 - .6 Verify that there are no inadvertent connections of the ground bus to the neutral bus on any electrical Systems containing a neutral. Ensure that a ground to neutral bond(s) is in the correct location.
- .2 Mechanical and Functional Verification:
 - .1 Test operation, alignment, and penetration of instrument and control power transformer withdrawal disconnects, current-carrying and grounding.
 - .2 Exercise all active Components, and verify the operation of all mechanical indicating devices.
 - .3 Test all electrical and mechanical interlock Systems for proper operation and sequencing.
 - .4 Attempt to close locked-open devices. Attempt to open locked-closed devices.
 - .5 Make Kirk Key exchanges with devices operated in off-normal positions.
 - .6 Verify Kirk Key numbers.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

.3 Cleaning:

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

.4 Lubrication:

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

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

- .1 This section applies to low voltage (0-1000 V) and medium voltage (1001 V- 4.6 kV) power cables).
- .2 Visually inspect cables where visible throughout their run and indicate conditions as follows:
 - .1 Inspect exposed sections of cables for physical damage and evidence of overheating and corona.
 - .2 Inspect terminations and splices for evidence of overheating and corona.
 - .3 Verify tightness of accessible bolted electrical connections by calibrated torque-wrench in accordance with NETA standard Table 10.12.
 - .4 Inspect for shield grounding, cable support, and termination.
 - .5 Verify that visible cable bends meet or exceed ICEA and/or manufacturers minimum allowable bending radius.
 - .6 If cables are terminated through window type current transformers, make an inspection to verify that neutral and ground conductors are correctly placed and that shields are correctly terminated for operation of protective devices.
 - .7 Cables are properly supported on racks, trays or ladders in buildings. No concentrated stress points exist.
 - .8 Cables are properly tagged with engraved lamacoid tags permanently fastened - identical relative to system drawings.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .3 600 Volt Cables.
 - .1 Perform phase rotation verification, disconnect, isolate and perform insulation resistance tests on all underground feeder cables before energizing. Inspect and repair if readings are less than 1.0 Megohm.
- .4 120/ 240 Volt Pedestal feeders:
 - .1 Check and repair any grounded cables before energizing.
- .5 Undertake all necessary repairs.

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

- .1 This section applies to separately enclosed wall mounted and free standing panel boards containing electrical distribution System protection and control equipment including moulded case circuit breakers, switch and fuse units, contactors including combination type, motor starters and controls including combination type as in motor control centers.
- .2 Check and verify identification and ratings with the single line drawing.
- .3 Check for adequacy of fastening and structural support.
- .4 Check enclosure type and condition, including louvers and drip shields; operating handles.
- .5 Remove covers and inspect Components for general condition. Check and record for cleanliness. Clean as necessary with vacuum and/or suitable brush.
- .6 Inspect test and record condition for:
 - .1 Bus bars: physical damage, mounting supports and lightning.
 - .2 Instrument transformers: fuses, ratios, polarity mounting and connections, accuracy.
 - .3 Metering equipment: type and function, proper operation.
 - .4 Ground but, grounding methods and condition.
- .7 Inspect condition of wiring, note and record organization, connections, terminations; Electrical Code violations.
- .8 Isolate and carry out insulation resistance test using a 500-volt megohmmeter. Record result.
- .9 Undertake all necessary repairs.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

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

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

- .1 This section applied to dry-type distribution transformer with primary voltage up to 600 V, installed in interior spaces throughout the facility.
- .2 Check identification and nameplate data and indicate if correct or not in accordance with the drawings.
- .3 Visually inspect dry type transformer and record:
 - .1 Check dust and dirt surface and cooling ducts;
 - .2 Check excessive noise – as indication of loose laminations, connections or wrong tap selection (overvoltage condition).
 - .3 Check ventilation openings.
 - .4 Check condition of filters.
 - .5 Check for evidence of moisture and enclosure deterioration.
 - .6 Check condition of all insulators and supports – cracks, chips, corona tracking.
 - .7 Check condition of barriers.
 - .8 Check winding insulation, varnish for evidence of deterioration.
 - .9 Check tap setting with volt meter. Report any voltage deviation between phases greater than 3 percent.
- .4 Review infrared scan for evidence of overheating. Investigate, report, repair if possible.
- .5 Physically check terminations for tightness.
 - .1 Torque terminations to manufacturer's recommendations if necessary.
 - .2 Check for loose core and coil blocking.
- .6 Verify cooling fans and controls are operating properly.
- .7 Perform transformer testing to the requirements of CSA C9-M1981 and ANSI C57.12.90-197
- .8 De-energize transformer and carry out internal inspection and cleaning, locate causes of faulty performance. Clean the insulators, where abnormal conditions such as salt deposits, dust or acid fumes prevail.
- .9 Indicate pitted or badly burned terminals.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

- .10 Ensure that bolts, nuts, washers, pins, terminal and ground connections are in place and in good condition.
- .11 Adjust taps to obtain proper secondary voltage. Verify and record when re-energized (as found; as left).
- .12 For units 225 kVA and larger, perform a winding resistance test before and immediately after the insulation resistance test, recording winding temperatures and adjust values.
- .13 For units 225 kVA and larger, perform an insulation resistance test to be carried out using a 1000Vdc instrument with a minimum full scale of 500,000 megohms and the resulting insulation resistance to be corrected to a base of 20°C. For transformer winding voltage ratings below 350Vac perform the insulation resistance test at 500Vdc.
 - .1 Test the High Voltage Winding to the Low Voltage Winding with Low grounded.
 - .2 Test the Low Voltage Winding to the High Voltage Winding with the High grounded.
 - .3 Test the High Voltage Winding together with Low Voltage Winding to ground. Test Duration: 10 min. Record values at 30 seconds and at every one minute interval.
- .14 For units up to 225 kVA, carry out one (1) minute insulation resistance (megger) test on all connections as indicated for larger units.

8. MOTOR CONTROL, CONTACTORS, MOTOR STARTERS, LOW VOLTAGE (UP TO 1000 V), MEDIUM VOLTAGE (Visual inspections must be performed annually. Testing to be performed only in the 2nd and 4th year of the Contract.)

- .1 This section applies to Contactors, Motor Starters and Controls whether free standing, individual wall mounted or installed in Motor Control/ Switchboard Assemblies.
- .2 Inspect enclosure exterior and interior and each compartment for physical and mechanical defects and indicate.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .3 Review the infrared scan report for excessive heating of bolted connectivity and contacts. Investigate, report, repair if possible.
- .4 Check identification of each cubicle or compartment and indicate if correct or not as related to drawings.
- .5 Check and indicate existence of phasing markers (i.e. RWB phase, OR ABC phase OR 123 phase).
- .6 Check and indicate structural connections for tightness.
- .7 Inspect and report general cleanliness and condition of each compartment; clean interiors:
 - .1 Barriers
 - .2 Bus insulators
- .8 Check interlocks; lock out mechanism, position indicators and flags. Indicate type and verify proper operation.
- .9 Inspect bus bar, connections and indicate for:
 - .1 physical damage;
 - .2 tightness – torque according to manufacturers' recommendations;
 - .3 for medium voltage units, inspect for evidence of corona, tracking (insulated bus and interior cabling).
- .10 Inspect and indicate condition of instrument transformers and fuses.
 - .1 Fuses
 - .2 fuse holders
 - .3 tracking corona (medium voltage)
 - .4 ratio – suitability
 - .5 distortion of enclosure (encapsulated type)
 - .6 polarity markings and connections.
- .11 Inspect and indicate condition of control, metering and protective equipment and wiring.
- .12 Compare overload element rating with motor full-load current rating to verify correct sizing.
- .13 Inspect and indicate condition of capacitor banks (if applicable).
- .14 Check condition, alignment and adjustment of contacts to ensure contact surfaces bear with firm uniform pressure.
- .15 Dress contacts using contact burnisher. Note and indicate pitted or burned contacts, requiring replacement.
- .16 Inspect operating mechanisms for loose hardware and missing or broken cotter pins, retaining rings, etc.
- .17 Check operation, operate mechanically and electrically, check for dead band and re-adjust in accordance with the Maintenance manual.
- .18 Clean operating mechanism and lubricate in accordance with manufacturers recommendations.
- .19 Inspect insulating parts for cracks.
- .20 Inspect fixed mounted switch units. Refer to relevant section in this specification.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .21 Inspect circuit breakers. Refer to relevant section in this specification.
- .22 Inspect current and potential transformers for burn marks, cracks, etc. Test and verify ratios. Record nameplate data.
- .23 Inspect, test and record results for all capacitor banks.
 - .1 Record nameplate data.
 - .2 Inspect all connections for tightness.
 - .3 Measure and record phase currents and phase voltages using a true RMS meter under running load. Calculate capacitor bank kVAR.
- .24 Undertake all necessary repairs.

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

1.0 ENVIRONMENT

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .7 Access:
 - .1 Indicate whether or not access and emergency egress is provided to each room or location. Indicate if access to equipment for Maintenance is adequate or not.
- .8 Water piping:
 - .1 Check for and indicate presence of water piping or steam piping which represents a hazard.
- .9 Safety and security:
 - .1 Indicate how access to room is controlled – if locked, how key is obtained.
 - .2 Indicate if exposed live terminals exist and how access is controlled.

2.0 GROUNDING AND BONDING

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

3.0 CLEANING AND RE-LAMPING

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

4.0 EMERGENCY LIGHTING

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

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

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

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

- .1 Inspect and clean all outdoor lighting:
 - .1 Post type.
 - .2 Wall mounted fixtures.
- .2 Remove connection box cover:
 - .1 clean box
 - .2 inspect connections and repair
 - .3 repair damaged seals.
- .3 Remove diffusers, lenses, etc. clean, repair damaged seals.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- .4 Clean lamp enclosure and re-lamp as required.
- .5 Remove any corrosion, rust spots and loose or flaking paint from surfaces. Prime the exposed surfaces and paint to match existing colour.
- .6 Paint at least yearly in accordance with mutually agreed priority list.
- .7 Check all lamp mounted utility outlets and replace if damaged.
- .8 Inspect and replace cracked, broken or vandalized globes. Clean globes inside and outside.
- .9 Undertake all necessary repairs.

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

4. Maintenance Report Forms

Equipment Type:	3.0 Power Cables	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Cable Identification:		
Cable Type:	Manufacturer:	
Voltage Rating:	Conductor Size:	
Cable Length:		
Cable Shape:		
Cable Properly Supported:		
Cable(s) Properly Identified:		
Cable Condition at Duct Mouth:		
Insulation / Jacket Damage:		
PILC:	Vertical Rise:	
	Pothead Condition:	
	Pothead Grounding:	
Medium Voltage Rubber:	Stress Cones / Termination:	
	Condition:	Tracking:
Shield Condition:		Grounded:
Tightness of Terminations:		
Carry out DC resistance testing and record values:		
Recorded Test Values:		
Phase 1 to Phase 2, Phase 3, and Neutral all Grounded:	=	
Phase 2 to Phase 3, Phase 1, and Neutral all Grounded:	=	
Phase 3 to Phase 1, Phase 2, and Neutral all Grounded:	=	
Neutral to Phase 1, Phase 2, and Phase 3 all Grounded:	=	
Comments:		

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	4.0 Panelboards and Control Centres	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Cable Identification:		
Manufacturer:	Serial Number:	
Daye of Manufacture:	Inspection Date:	
Identification & Rating on Single Line:		
Fastening & Structural Support:		
Enclosure:	Type:	Condition:
	Louvres:	Drip Sheilds:
Components Cleaned:		
Bus Bars:	Damaged:	Supports:
Instrument Transformers:	Fuses:	Ratios:
	Polarity:	Mounting:
	Connections:	Accuracy:
Metering Equipment:	Type:	Function:
	Operation:	
Wiring:	Condition:	Connections:
	Terminations:	Organization:
Electrical Code Violations:		
Insulation resistance Test:		Test voltage: Vdc
Phase 1 to Phase 2, Phase 3, and Neutral all Grounded:		=
Phase 2 to Phase 3, Phase 1, and Neutral all Grounded:		=
Phase 3 to Phase 1, Phase 2, and Neutral all Grounded:		=
Comments:		

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	5.0 Moulded Case Circuit Breakers						
Facility Name:							
Location:							
Inspection Agency:							
Technician Name:							
Equipment Identification:							
Manufacturer:				Serial Number:			
Date of Manufacture:				Inspection Date:			
Identification & Rating on Single Line:							
IC Ratings Compatible with Short Circuit Study:							
Physical Condition:				Anchorage:			
Contact alignment:				Contact Resistance (micro Ohms)			
				A:			
Mechanical Condition:				B:			
				C:			
Cleaned:							
Moulded Case Integrity:							
Condition of Wiring:							
Overheating at Connections:							
Breaker Operation:							
For Breakers with adjustable setting and secondary injection capability, perform tests below.							
Trip Unit Model:		Trip Unit S/N:		Secondary Current Rating:		Amps:	
Trip Unit Tests		Settings	Test Current	Limits		As Found	As Left
				Min.	Max.		
Long Delay Pick Up (LDPU)	A:					A	
	B:					A	
	C:					A	
Long Delay Time (LDT)	A:					s	
	B:					s	
	C:					s	
Short Delay Pick Up:						A	
Short Delay Time:						s	
Instantaneous Pickup:						A	
Ground Pickup (GPU):						A	
Ground Time (GT):						s	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	6.0 Fixed Mounted Switches / Fuse Units		
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Equipment Identification:			
Manufacturer:	Serial Number:		
Date of Manufacture:	Inspection Date:		
Voltage Rating:	Current Rating:		
IR Scan Indicates Overheating:			
Unit Clean:			
Mounting Secure:	Alignment:		
Blade Penetration:	Travel Stops:		
Switching Assembly:			
Signs of Wear or Damage:			
Contact Pressure on Switch Contacts:			
Switch Operation:	Lubricated:		
Fuse Type:	A:	Rating:	A:
	B:		B:
	C:		C:
Fuse Identification on Single Line:			
Fuse Holder Condition:	Contact Pressure:		
Spare Fuses:			
Interlock System:	Condition:		
Load Interrupters:	Arc Chute Condition:		
	Alignment:		
Phase Barriers:	Integrity:	Mounting:	
Contact Resistance Test Result:(micro Ohm)	A:	B:	C:
Fuses:	A:	B:	C:
Contact Resistance Bolted Connections: (micro Ohm)			
A1: B1: C1: A2: B2: C2:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	7.0 Splitters and Boxes	
Facility Name:		
Location:		
Inspection Agency:		
Technician Name:		
Equipment Identification:		
Manufacturer:	Serial Number:	
Date of Manufacture:	Inspection Date:	
Physical Condition:		
Mechanical Condition:		
Anchorage:	Alignment:	
Grounding:		
IR Scan Results:	Resistance Measurements:	
	A:	
	B:	
	C:	
Cleaned:	Interior:	Terminal Blocks:
	Bus Bars:	Terminals:
Comments:		

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	8.0 Dry Type Transformers to 600V Primary V												
Facility Name:													
Location:						Inspection Agency:							
Technician Name:													
Equipment ID:													
Configuration			Serial No.:				kVA :				Type:		
Manufact			HV				LV				BIL:		
Visual Inspection:	Inspection Date:					Lowest:							
	Dust & Dirt:												
	Ventilation Openings:					Moisture:							
	Barrier Condition:					Intake Location:							
	Termination (Tightness) :												
	Core and Coil Blocking:					Cooling Fan Operation:							
Internal Inspection:	Terminal Condition:					Termination (Tightness) :							
Transformer Tests:	Check Secondary Voltage: X1 =					X2 =		X3 =					
Adjust Taps:	As Found:					As Left:							
Winding Res. Test 1:	H1 to H =		H2 to H =		H3 to H =								
	X1 to X =		X2 to X =		X3 to X =								
Insulation Res. Test:	For Transformers 225kVA and larger perform test for 10 minutes on HV winding only												
	Insulation Resistance Test: (Meg Ohms)												
	Time	Hi to Lo and Grd			Lo to Hi and Grd			Hi and Lo to Grd					
	30 sec												
	1 min												
	2 min				HV Winding:			HV Winding:					
	3 min				DA = 1min/30sec			PI = 10min/1min					
	4 min				=			=					
	5 min												
	6 min												
	7 min												
	8 min												
9 min													
10 min													
Winding Res. Test 2:	X1 to X =		X2 to X =		X3 to X =								
	X1 to X =		X2 to X =		X3 to X =								

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Comments:

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	9.0 Motor Control, Contactors, Motor Starters, Low Voltage (up to 1000 V), Medium Voltage			
Facility Name:				
Location:				
Inspection Agency:				
Technician Name:				
Equipment Identification:				
Manufacturer:		Serial Number:		
Date of Manufacture:		Inspection Date:		
Physical Condition:		Mechanical Condition:		
Identification Correct on Drawings:				
Phase Markers:				
Tightness of Structural Connections:				
Barriers & Bus Insulators:		Cleaned:		
Interlock Operation:		Lock Out Mechanism:		
Position Indicators:		Flags:		
Bus Bar & Connections:	Condition:	Tightness:		
	Corona:	Tracking:		
Instrument Transformers:	Ratio Suitability:			
	Connections:	Tracking / Corona:		
	Fuses: Condition:			
	Fuse Holders:	Polarity Markings:		
	Enclosure Distortion:			
Control & Metering:	Condition:	Arrangement:		
	Terminals:			
Capacitor Bank Condition:				
Contact Condition:		Alignment:		
Operating Mechanisms Checked:				
Operate Mechanically & Electrically:		Dead-Band:		
Operating Mechanism:	Cleaned:	Lubricated:		
Insulating Part Condition:				
Fixed Mounted Switch Units:				
Circuit Breakers:				
CTs & PTs	Burn Marks or Cracks:			
	CTs:	Nameplate Ratio:		
	PTs:	Nameplate Ratio:		
Capacitor Banks:	Nameplate Data:			
	Connection tightening:			
	Capacitance Tests:			
	Phase Currents:	A:	B:	C:
	Phase voltage	A:	B:	C:
Comments:				

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	10.0 Electrical Room Inspection		
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Room Identification:			
Cleanliness:		Lighting:	
Interior Temperature:	Highest:	Lowest:	Average:
	Intake:		Discharge:
Ventilation System:	Forced:	Natural:	
Natural Louvre Size:	Intake:	Outlet:	
	Location:		
Forced:	Intake Location:	Exhaust Location:	
	HP:	CFM:	
Controls:	Operation:		
High Temp Alarm:			
Fire Safety:	Enclosure Rating:	Door(s) Labelled:	
Fire Protection System in Place:			
	Wet Sprinkler:	Presence of Drip Shields:	
	Fire Extinguishers:	Type:	
	Automatic Fire Detection:	Type:	
Diagrams:	Single Line on Wall:		
Access:	Access Controlled By:	Emergency Egress:	
Maintenance Clearances:			
Water / Steam Piping Hazard:			
Containment (for Liquid Filled Transformers) :			
Presence of PCBs:	Suitable Identification / Warning:		
Access Control:			
Exposed Live Parts:	How Guarded:		
Warning Signs Posted:			
Grounding – Describe:			
Equipment Enclosure Bonding:			
Cleaned:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	11.0 Pedestal Inspection		
Facility Name:			
Location:			
Inspection Agency:			
Technician Name:			
Room Identification:			
Cleanliness:		Lighting:	
Interior Temperature:	Highest:	Lowest:	Average:
		Intake:	Discharge:
Ventilation System:	Forced:		Natural:
Natural Louvre Size:	Intake:		Outlet:
		Location:	
Forced:	Intake Location:		Exhaust Location:
		HP :	CFM:
Controls:	Operation:		
High Temp Alarm:			
Fire Safety:	Enclosure Rating:		Door(s) Labelled:
Fire Protection System in Place:			
		Wet Sprinkler:	Presence of Drip Shields:
		Fire Extinguishers:	Type:
		Automatic Fire Detection:	Type:
Diagrams:	Single Line on Wall:		
Access:	Access Controlled By:		Emergency Egress:
Maintenance Clearances:			
Water / Steam Piping Hazard:			
Containment (for Liquid Filled Transformers):			
Presence of PCBs:		Suitable Identification / Warning:	
Access Control:			
Exposed Live Parts:		How Guarded:	
Warning Signs Posted:			
Grounding – Describe:			
Equipment Enclosure Bonding:			
Cleaned:			
Comments:			

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Equipment Type:	12.0 Site Lighting
Facility Name:	
Location:	
Inspection Agency:	
Technician Name:	
Total number of lights on site:	
Total number of lights inspected on site:	
Total number of lights in good condition on site:	
Total number of lights requiring relamping:	
Total number of lights requiring new lenses:	
Total number of lights requiring new globes:	
Total number of lights with damaged wiring:	
Total number of lights with structural damages:	
Total number of lights requiring repainting:	
Detail description of actions taken:	
Comments:	

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

APPENDIX 4-D
SYSTEMS – PLUMBING, IRRIGATION AND WATER

Operations and Maintenance

All systems and Components to be maintained in accordance with specific manufacturer Maintenance manuals.

▪ **Pumps**

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

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

Power Source – Electrical

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

Winterization

To winterize the motors, the following should be considered:

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

▪ **Pipes and Gaskets**

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

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

▪ **Sprinklers and Nozzles**

A check list for each sprinkler would include the following:

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

▪ **Trickle Irrigation Systems**

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

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

▪ **Portable Toilet Management**

Site Selection

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

SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

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

- Portable toilet services must respect all universal access codes and regulations regarding installation, location, etc.
- Portable toilets shall be maintained to the same level as Washroom Facility standards (see 4.4.4.6).

Servicing

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

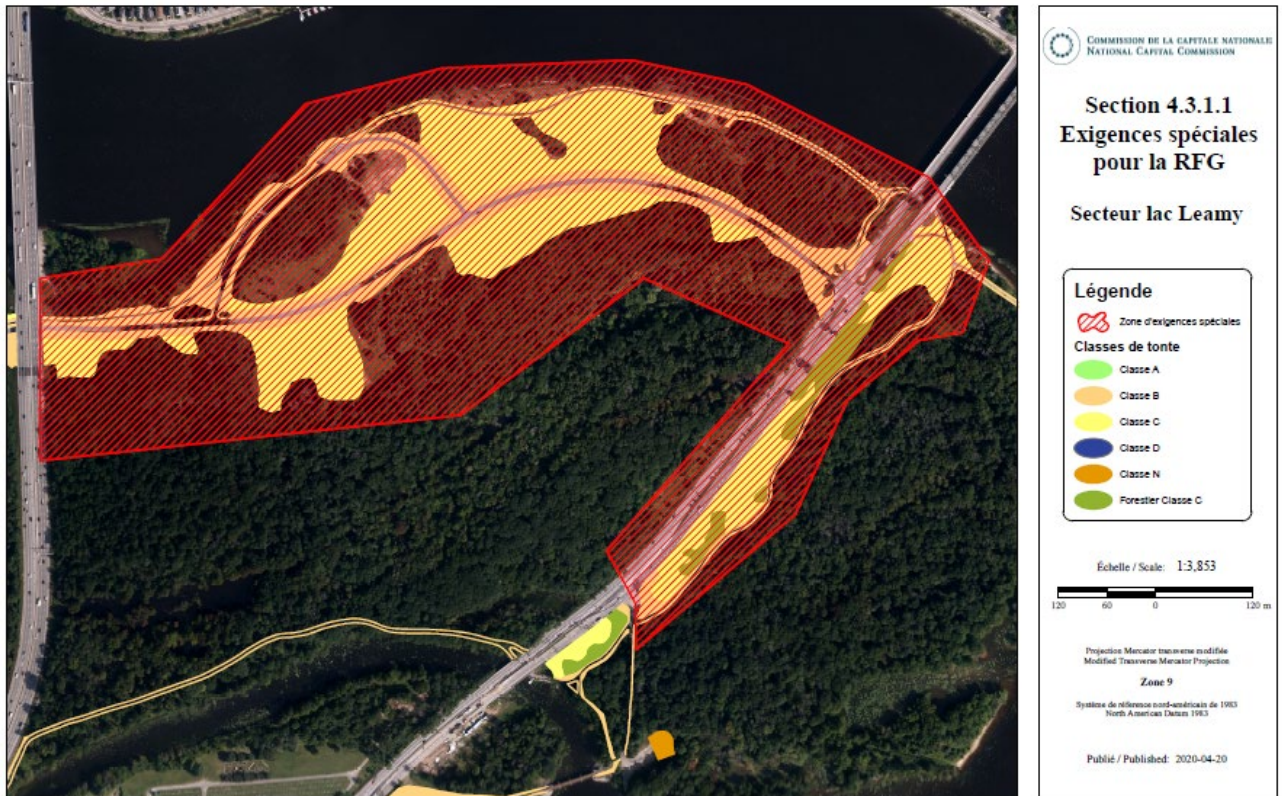
SECTION 4 – OPERATIONAL SERVICES REQUIREMENTS

Appendix 4-E
Paved Road Marking Chart

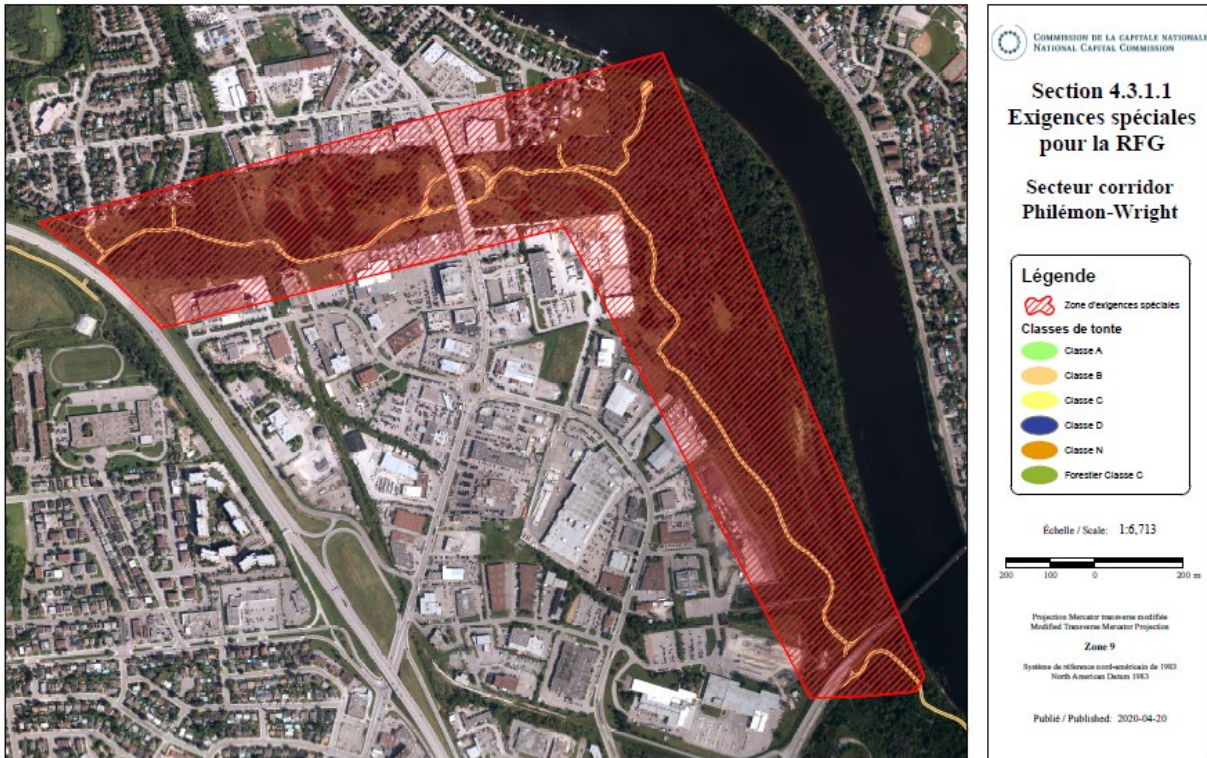
Lieu	Site	Type de surface				Fréquence				Détail du type de marquage								
		Chemin - route d'accès stationnement	Stationnements	Promenade	Sentiers récréatifs	2022	2024	2025	2026	Ligne simple - continue - jaune - m lin.	Ligne simple - continue - blanc - m lin.	Ligne d'arrêt (unité)	Ligne stationnement - Blanc (unité)	Logo vélo chaussée glissante (unité)	Logo accès universelle (unité)	Traverse piéton - bloqué zébré (unité)	Marquage hachuré	Zone de non-stationnement (unité)
Stationnements et chaussées																		
Parc Jacques Cartier maison Charon	13	X	X			X	X		X	40		1	14		3	12	1	
Parc Jacques cartier Maison Guilmore	12	X	X			X	X		X	15		1	15		1		1	1
Parc Jacques Cartier N stationnement	12	X	X			X				40		1	40		2	12	2	
Parc Jacques Cartier <i>Parking</i> couvert	13		X			X					80	1	126		3			
Lac Leamy Promenade	9			X		X	X		X	1380		1					2	
Lac Leamy stationnement principal	9		X			X							350		10		16	
Lac Leamy stationnement secondaire	9	X	X			X						1	54		3		2	
Rapides Deschênes stationnement	3		X			X				160		1	26		1		1	
Sentiers																		
Couloir Champlain	2				X	X				3850		2						
Couloir des Voyageurs	3				X	X		X		6915		8						
Couloir Philemon Wright	5				X	X		X		7854		5						
Parc Bréboeuf	6				X	X				225								
Parc des Portageurs	8				X	X		X		448		1						
Parc du lac Leamy	9				X	X		X		5237			6					
Parc du sentier de l'île	10				X	X		X		1058								
Parc du lac Leamy - Boul. Fournier	11				X	X		X		2240		1						
Parc Jacques Cartier Nord	12				X	X		X		1124		3						
Parc Jacques Cartier Sud	13				X	X		X		420		2		2				6
Parc Montcalm-Taché	14				X	X				70								
Promenade Lac des Fées	17				X	X		X		2686		9						
Ruisseau de la Brasserie Nord	18				X	X				941		1						

Appendix 4-F

Special Requirements Respecting the Chorus Frog Leamy Lake Sector



Appendix 4-F
(continued)
**Special Requirements Respecting the Chorus Frog
Philemon Wright Corridor Sector**



SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

5.0 Introduction

This section outlines the Event and Program support services requirements of the Contract. The objective of this sub-section of the Contract is to ensure that all contact between the Contractor's employees and the general public is done in a polite and consistent way. Basic information can be provided, however the public should always be directed to the NCC's Call Centre (613-239-5000) or web site for more specific information.

5.1 Event Program Support

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

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

5.1.1 Winterlude and Canada Day

Landscape Maintenance

The Contractor shall:

- Aerate, fertilize and overseed (using a “slit” seeding technique) after Canada Day and Winterlude events. The work must be completed according to the schedule and measures provided by the NCC in late March of each year.
 - Sample Work Schedule:
 - Early May: Aerate and fertilize
 - Early July: Aerate and overseed (with split seeding technique) and fertilize.
 - Early September: Aerate and overseed (with split seeding technique) and fertilize.

Displace, store and reinstall any equipment related to these two events (barricades, baskets, benches, light standards (8 to 12), interpretation panels) and any other type of device that has an impact on Maintenance operations. The Contractor shall be responsible to protect plantation beds (gardens) with 4 feet snow fencing and steel posts, all in accordance with Map 13 provided by the NCC.

Waste/Recycling/Cleaning Operations

- Pick up waste, recycling and compost and empty garbage, recycling and compost containers on a continuous basis during these two special events (the Contractor is responsible for any additional waste generated by these events).
- Empty garbage containers located in the marina parking lot.
- Provide the NCC with official data on the destination and the weight of each of the waste streams (garbage, recyclables or compostable) collected from the event site.

5.1.2 Winterlude (one site only)

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

Winterlude is a major winter festival that starts typically on the first Friday of February and runs for three consecutive weekends. The Contractor shall be responsible for providing at his/her own cost the following services for only one of the sites used during Winterlude (**Jacques Cartier Park South**).

Damage to property resulting from Winterlude:

As part of its fee proposal, the Contractor must include an annual allowance of \$10,000 (before tax) to repair and/or replace property damaged or destroyed during the event, including the commissioning and decommissioning period.

Only amounts corresponding to work performed by the Contractor and authorized by the NCC will be deducted from the \$10,000 annual limit. At the end of each year of the Contract and through a reconciliation process, the unused portion of the \$10,000 allowance will be returned to the NCC or, at the NCC's sole discretion, carried forward to the next fiscal year. Amounts reconciled in this manner will be deducted from one of the Contractor's monthly payments.

The Contractor shall:

- Provide and ensure availability/presence of a supervisor or foreman who shall be responsible for coordinating/supervising the Contractor's own personnel and for ensuring that all maintenance work as requested by the NCC is completed in a timely fashion.
- Provide electrical, phone, irrigation, etc. line locate services for the site.
- Provide all regular maintenance activities (landscape and civil maintenance, snow and ice control, Waste/Recycling/Cleaning Operations) for the site as summarized in Table 4.0 and detailed in section 4 of this RFP. The regular maintenance is to be provided prior to, during and after the Winterlude celebrations. These services will be delivered in a complex work environment (i.e. additional event crew, equipment and assets on site) and shall require significant modifications to the regular operational procedures.
- Provide additional waste removal services (i.e. basket emptying and residual/recyclable and compost material pick-up) during and after the event; pick up, clean up and dispose of all organic and inorganic waste (solid and/or liquid) present on the site; place, service and empty additional garbage barrels (about 40 for residual material, 40 for recycling and a certain number for composting) provided by the NCC. All of these containers (for residual, recycling and composting) are provided by Canadian Heritage.
- Provide the equivalent of five 20- and 30-yard containers at all times during Winterlude (including installation and dismantling activities), depending on their use. The NCC will provide one 30-yard recycling bin, one 20-yard cardboard bin, one 30-yard mixed bin and one 20-yard garbage bin. These containers will be emptied during the event when necessary. Canadian Heritage is responsible for providing the equivalent of a 30-yard bin for compost.
- Respond to unexpected or urgent site clean-up (final waste removal services and Christmas tree disposal to be completed before February 28th).

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

- Provide official data on the weight and destination of residual and recyclable or compostable material brought to the dump site or the recycling or composting facility, for statistical purposes.
- Provide such data as is required for the calculation of the carbon footprint for this event. This includes but may not be limited to the fuel consumption of all vehicles and equipment used to fulfill the requirements of this event.
- Provide additional snow and ice control services prior to and during the event. This includes:
 - Clear of snow the Maurice-Richard monument area and associated rotunda in its entirety (steps, sidewalk, universal access ramp, etc.);
 - Providing and applying sand or at times grit on the entire surface of all public spaces (including cleared turf areas) as per NCC direction;
 - Providing and applying hay when sand and grit cannot be used, as per NCC direction.
 - Ensure the clean-up of the whole site after the event. This includes, but is not limited to:
 - Clean-up of the site within three (3) days following the removal of event infrastructure;
 - Removal of abrasive material, including hay, and other debris such as paper, plastic, wood, metal, etc. during meltdown and before the spring clean-up and restoration. Recycle or compost materials where possible.

Note

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

5.1.3 Canada Day (one site only)

The Contractor shall be responsible for providing at his/her own cost the following services for **only one of the sites** used during the Canada Day celebrations (**Jacques Cartier Park South**).

Damage to assets resulting from Canada Day:

As part of its fee proposal, the Contractor must include an annual allowance of \$5,000 (before tax) for the repair and/or replacement of property that is damaged or destroyed during the event, including the set-up and tear-down period.

Only amounts corresponding to work performed by the Contractor and authorized by the NCC will be deducted from the \$5,000 annual limit. At the end of each year of the Contract and through a reconciliation process, the unused portion of the \$5,000 allowance will be returned to the NCC or, at the NCC's sole discretion, it will be carried over to the next fiscal year. Amounts reconciled in this manner will be deducted from one of the Contractor's monthly payments.

The Contractor shall:

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

- Provide and ensure availability/presence of a supervisor or foreman who shall be responsible for coordinating/supervising the Contractor’s own personnel and for ensuring that all maintenance work as requested by the NCC is completed in a timely fashion.
- Provide electrical, phone, irrigation, etc. line locate services prior to the event.
- Provide regular maintenance services prior to, during and after the event.
- Provide additional residual/recyclable material removal services during and after the event, i.e., service and empty additional garbage containers (about 40 for residual material, 40 for recycling and a certain number for composting) provided by the NCC (waste removal services to be completed prior to 6:00 a.m. on July 2nd).
- Provide on a continuous basis during Canada Day activities (including set-up and dismantling activities) the equivalent of two dumpsters (of 30 cubic feet). One dumpster will be used for residual materials (to be emptied as required) and the other one for recyclable materials (to be emptied as required).
- Provide official data on the weight and destination of residual and recyclable or compostable material brought to the dump site, recycling or composting facility for statistical purposes.
- Provide such data as is required for the calculation of the carbon footprint for this event. This includes, but may not be limited to, the fuel consumption of all vehicles and equipment used to fulfill the requirements of this event.
- Provide additional cleaning and maintenance services for the exterior washroom facilities located close to the Charron House.

Note

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

5.1.4 Other Events

The Contractor shall provide the following services for a maximum of five (5) significant (multiple days of animation) and five (5) minor events (1-2 day(s) of animation) (e.g. demonstrations, press conferences, sports activities, etc):

- Provide a contact person for each event;
- Provide the special event organizers with a 24 hour emergency number;
- Attend pre-event site meetings with the NCC and event organizers to inspect conditions of sites and assets; be available to meet with the event organizers upon request;
- Provide technical advice and services such as: location and identification of underground electrical lines, irrigation systems, water and sewer lines, etc.;
- Provide, for all events, markers for irrigation heads;
- Provide on-site monitoring during event set-up and takedown to ensure compliance with event guidelines; contact NCC CMO should the event organizers not comply with conditions of agreement and provide the NCC with an estimate of repairs for damages;
- Provide storage, repairs, transportation, installation and takedown of special event furniture such as barricades, signage, etc.;
- Respond to unexpected or urgent event priorities such as unscheduled site clean-up and grass cutting;

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

- Provide regular Maintenance services of a site during an event as jointly determined by the NCC and Contractor (e.g. watering, mowing, pruning, electrical services, etc.). Note that all Maintenance services increase during special events, including Waste/Recycling/Cleaning Operations;
- Allow event organizers to store only essential equipment and infrastructure on site. Event organizers should be made to immediately remove any of non-used event equipment on site during event;
- Attend site meetings with the NCC and event organizers after the event to inspect and assess condition of the site and assets;
- If required, provide a cost estimate to the NCC for damages incurred during an event. Cost estimate to be provided within 48 hours following the request. Once a request is accepted by the NCC, ensure that the site is restored within three (3) days following each event and in accordance with NCC guidelines and requirements. Restoration shall also take into consideration climatic conditions (this includes sodding, seeding, top dressing, aerating, fertilizing, watering, hard surface cleaning/washing, repairs to damaged assets, replacement of missing assets and litter pick-up).
- Provide by e-mail to the NCC, a monitoring report for all events within 24 hours of use of site (see Appendix 5-A).

Note:

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

5.2 Land Management Services

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

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

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

APPENDIX 5-A

Monitoring Summary and Post-Event Evaluation

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

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

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

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

Description		Oui	Non	S.O.	Commentaires
Vehicle access and site control					
	All access points to the site were controlled by event staff at all times.				
	Access to the site was used for loading and unloading only.				
	Vehicles remained on asphalt pathways or hard surfaces.				
	Vehicles accessing the turf were authorized by the NCC.				
	Vehicles parked on site provided drip pans to minimize damage from oil drippings.				
	Vehicles that were leaking fluids were not permitted on site and/or were removed from the site immediately upon notice of fluid leaks. Leaks were promptly reported to the NCC.				
	Vehicles were provided and displayed parking passes for designated parking areas.				
Signage					
	Signage was in both official languages.				
	Signage conformed to the language protocol.				
	City of Ottawa smoke-free signage was installed.				
	NCC logo was not used on event signage unless permitted.				
<i>Language protocol Events in Ontario must be English first, French second. Events in Quebec must be French first, English second.</i>					

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

Description		Oui	Non	S.O.	Commentaires
Road Closures					
<i>Marshalls must arrive at the barricades 15 minutes prior to the road closure. Barricades must remain manned at all times to allow access for emergency vehicles, to provide information to motorists and to ensure motorists do not move barricades and access the roadway.</i>	Marshalls were present at the barricades prior to the road closure.				
	Barricades remained manned at all times.				
	Marshalls wore highly visible vests/shirts.				
Recreational Pathway Use					
<i>Staggered starts of 15-20 participants of at least 30 seconds apart must be implemented.</i>	Non-exclusive use of the pathways was respected.				
	Staggered starts were implemented.				
	Event participants remained on the right side of the pathway.				
	Marshals were in place at key points along the route.				
Civic Regulations and Safety					
	Event site was treated as a construction site during set-up and tear-down.				
	Recreational pathways which bisect in the construction zone were closed and detours were implemented.				
	Event took all the responsible steps to ensure the safety of all users of the site.				

SECTION 5 – SPECIAL EVENTS AND OTHER SERVICES

Recommendations

--

SECTION 6 – REPORTING

6.0 Reporting

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

6.1 Administrative, Financial and Operational Reports

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

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

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

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

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

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

6.1.3 Insurance Certificate

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

SECTION 6 – REPORTING

6.1.4 WSIB Certificate

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

6.1.5 Health and Safety Plan

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

6.1.6 Asset Inventory (see Appendix 6-D)

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

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

- Ensuring the NCC sign off at the start of the Term (April 1, 2016);
- Reporting at mid-Contract on asset status (inventory taken October 1st and reported October 23, 2016 – see 3.4.3.1);
- Ensuring the Contract sign-off at the end of the Contract.

6.1.7 Annual Capital Work Assessment Report

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

Note

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

6.1.8 Response Plan for Toxic Spills

The Contractor will establish a response plan for toxic spills. This plan will be submitted to the NCC for approval within thirty days of Contract commencement. Any modifications to this plan must be presented to the NCC. A report for each toxic spill must be forwarded to the NCC as soon as possible (see 3.17).

SECTION 6 – REPORTING

6.1.9 Key Activity Schedule (see Appendix 6-E)

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

6.1.10 Occurrence Report (see Appendix 6-F)

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

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

6.1.11 Daily Flood Report

The daily flood report must be submitted or emailed daily before 9:30 a.m. when NCC lands are flooded, for the entire period of the flooding.

6.1.12 Damage to Assets Due to Vandalism/Accident or Theft Report on Occurrence Report (as needed) (see Appendix 6-F)

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

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

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

SECTION 6 – REPORTING

6.1.14 Pesticide Application Record (see Appendix 6-H)

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

6.1.15 Security Clearance

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

6.1.16 Fire Extinguisher Condition Report

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

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

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

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

6.1.19 Report related to Trees/Shrubs Deciduous/Coniferous

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

6.1.20 Electrical Report (see 4.4.2 and Appendix 4-C)

6.1.21 Catch Basins Report

Annually in Spring; see 4.4.3.1. On or before June 1st in year three (3) of the Contract, the Contractor shall provide a detailed catch basin report based on the results of the video inspection described in 4.4.3.1.

6.1.23 Other Reporting

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

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

SECTION 6 – REPORTING

- Environmental reports (see appendix 2-D and 3.17)
- Security breach and public safety reports (see 2.15.15 et 3.10)
- Missing or stolen property (see 3.4.3)
- Monitoring (see 3.5)
- Utility services meter reading report (see 3.30)
- Animal carcasses reports (see 3.21 et 4.6.1.1)
- Landscape deficiencies reports (see 4.3)
- All Surfaces reports (asphalt, concrete/masonry, gravel/granular/stone/natural/decorative surfaces , wood) (see 4.4.1 and following)
- Lighting report (see 4.4.2)
- Drainage System reports (General, catch basins, manholes, culverts, ditch drainage channels (see 4.4.3.1 and following)
- Plumbing Systems reports (drinking and decorative fountains, outdoor faucets, irrigation systems, irrigation pump stations) (see 4.4.4 and following)
- Flood control report (see 4.5.1.4)
- Regulatory, FIP and Information Signage Reports (see 4.4.5.2 et 3.4.3.2)
- Permanent graffiti report (see 4.6.1.5)
- Bridges and Tunnels Reports (see 4.6.1.9)
- Lands uses, events reports (see section 5)
- Monitoring Summary and Post-Event Evaluation (see Appendix 5-A)

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

SECTION 6 – REPORTING

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

Contract: Quebec Urban Lands

Year: _____

Sites	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jav.	Fev.	Mar.	Total
Texasini Park													
Champlain Corridor													
Voyageurs Corridor													
Moore Corridor													
Philemon Wright Corridor													
Brébeuf Park													
Des Chars de combat Park													
Des Portageurs Park													
Leamy Lake Park													
Sentier de l'île Park													
Leamy Lake/Boul. Fournier													
Jacques-Cartier Park North													
Jacques-Cartier Park South													
Montcalm-Taché Park													
Champlain Bridge (Quebec approach)													
Macdonald-Cartier Bridge (Quebec approach)													
Promenade du Lac-des-Fées													
Brewery Creek North													
Brewery Creek South													
Champlain Bridge (lamppost)													
Confederation Boulevard Qc													
Canadian Museum of History Pathway													
Kruger Park													
Sub-total													
GST													

SECTION 6 – REPORTING

QST													
Grand Total													

SECTION 6 – REPORTING

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

Contract: Quebec Urban Lands

Sites	Landscaping	Civil Maintenance			Snow and Ice Control	Waste Management and Cleaning	Programs			Events			Total
		Roads	Electrical	Other			Income-generating	Floral	Recreational Pathways	Canada Day	Winterlude	Others	
Tesasini Park													
Champlain Corridor													
Voyageurs Corridor													
Moore Corridor													
Philemon Wright Corridor													
Brébeuf Park													
Chars de combat Park													
Portageurs Park													
Leamy Lake Park													
Sentier de l'île Park													
Leamy Lake/Boul. Fournier													
Jacques-Cartier Park North													
Jacques-Cartier Park South													
Montcalm-Taché Park													
Champlain Bridge (Quebec approach)													
Macdonald-Cartier Bridge (Quebec approach)													
Promenade du Lac-des-Fées													
Brewery Creek North													
Brewery Creek South													
Champlain Bridge (lamppost)													

SECTION 6 – REPORTING

Confederati on Boulevard Qc													
Canadian Museum of History Pathway													
Kruger Park													
<i>Sub-total</i>													
<i>GST</i>													
<i>QST</i>													
<i>Grand total</i>													

SECTION 6 – REPORTING

APPENDIX 6-B

ANNUAL EXPENDITURE REPORT (Review engagement)

YEAR ENDING MARCH 31 _____

(Continued)

Definitions for Maintenance Activities, Programs and Events

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

Landscape operations

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

Civil operations

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

Others means:

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

Waste/Recycling/Cleaning,

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

SECTION 6 – REPORTING

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

Snow and Ice Control (SNIC)

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

Programs

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

Events and Programs.

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

SECTION 6 – REPORTING

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

Contract: Quebec Urban Lands

Category of Expenditures	Amount	Percentage
Salaries and Benefits		
Material		
Equipment		
Energy Cost (fuel)		
Insurance Cost		
Administrative Cost		
13.0 Subtotal		
14.0 GST + QST		
15.0 Grand Total		

SECTION 6 – REPORTING

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

Contract: Quebec Urban Lands

Asset	Allocation	Beginning of Contract	24 Oct. 2020	End of Contract
Bench permanent	130			
Bench portable				
Permanent table	69			
Portable table	20			
Basket permanent	48			
Basket portable	6			
Garbage drum portable	8			
Bicycle rack permanent	1			
Bicycle rack portable	16			
Flower planter portable				
Plastic barricade crosspiece				
Barricade end				
Entrance gate	12			
Birdfeeder	0			
Birdhouse	0			
Drinking fountain	7			
Plaque	2			
Sculpture	9			
Bollard	0			
Stand (spectators)	0			
Tree grate	6			
Waste Receptacle (Anti-Racoon)	45			
Recycling Container (Anti-Racoon)	7			
Flagpole	0			
Exercise route marker	0			
BBQ	9			
Hide-A-Bag bin	0			
Lifeguard chair	2			

SECTION 6 – REPORTING

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

Fire Extinguishers

	Allocation	Beginning of Contract	24 Oct. 2014	End of Contract
Charron House (Jacques Cartier Park South)	2			
Maison du vélo (Jacques Cartier Park North)	3			
Marina electrical shed (Jacques Cartier Park South)	1			
Leamy Lake Pavilion (Leamy Lake Park)	4			

Notes

- Refer to 5.1 for inventory of assets specific to Special Events (all other sites indicated in table 6-D above).
- All numbers indicated in the “Allocation” column are to be updated/confirmed before April 1, 2021.

SECTION 6 – REPORTING

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

Date Required	Activities	Location	Date completed	Comments
March – Week 1	<ul style="list-style-type: none"> ▪ Daily litter pick-up, removal and waste basket emptying started ▪ Flood control plan completed ▪ Spring clean-up plan completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ All sites 		
March – Weeks 1, 2, 3 and 4 if required Week 4	<ul style="list-style-type: none"> ▪ Flood control measures fully implemented (catch basins, etc.) ▪ Spring clean-up started 	<ul style="list-style-type: none"> ▪ All sites where required ▪ All sites 		
April – Week 1	<ul style="list-style-type: none"> ▪ Stairs (closed for winter) cleaned and opened ▪ Preventative Maintenance plan report submitted 	<ul style="list-style-type: none"> ▪ Where required 		
April – Week 2	<ul style="list-style-type: none"> ▪ Winter protections removal completed ▪ Asset repair inspection completed 	<ul style="list-style-type: none"> ▪ Where required ▪ All sites 		
April – Week 3	<ul style="list-style-type: none"> ▪ Turf clean-up and repair completed ▪ Installation of summer park furniture completed ▪ Recreational pathway graded and in operation 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ Where required 		
April – Week 4	<ul style="list-style-type: none"> ▪ Spring clean-up of hard surfaces completed (e.g. flushing and/or sweeping) ▪ Removal of salt boxes completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites 		
May – Week 1	<ul style="list-style-type: none"> ▪ Spring clean-up of all surfaces completed 	<ul style="list-style-type: none"> ▪ All sites 		
May – Week 2	<ul style="list-style-type: none"> ▪ First turf aeration completed ▪ Waste receptacle emptying a minimum of once a day started ▪ Turf overseeding completed ▪ All park plumbing (water fountains, irrigation systems, etc.) opened and operating ▪ Building/Structure inspection, Maintenance and repair plan completed 	<ul style="list-style-type: none"> ▪ All sites ▪ All sites ▪ All sites ▪ Where required ▪ Where required 		
May – Week 3	<ul style="list-style-type: none"> ▪ First grass cutting along recreational pathways completed ▪ First weed control completed 	<ul style="list-style-type: none"> ▪ All pathways ▪ All sites 		

SECTION 6 – REPORTING

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

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

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



Shaded Portion for NCC use only

SECTION 6 – REPORTING

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

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

SECTION 6 – REPORTING

**APPENDIX 6-J
PERMIT INVENTORY FORM**

Site: _____
 Supervisor: _____
 Attendant: _____
 Count Date: _____

	Cars	Buses	Other
(1) Number of permits in stock at last count	_____	_____	_____
Series: From	_____	_____	_____
To	_____	_____	_____
(2) Number of additional permits provided to the attendant since the last count according to the inventory logbook	_____	_____	_____
Series: From	_____	_____	_____
To	_____	_____	_____
(3) Number of permits issued and voided according to the monthly reconciliation	_____	_____	_____
Series: From	_____	_____	_____
To	_____	_____	_____
(4) Tickets on hand per calculation above (1) + (2) – (3)	_____	_____	_____
Series: From	_____	_____	_____
To	_____	_____	_____

Explanation of any variance between (4) and (5)

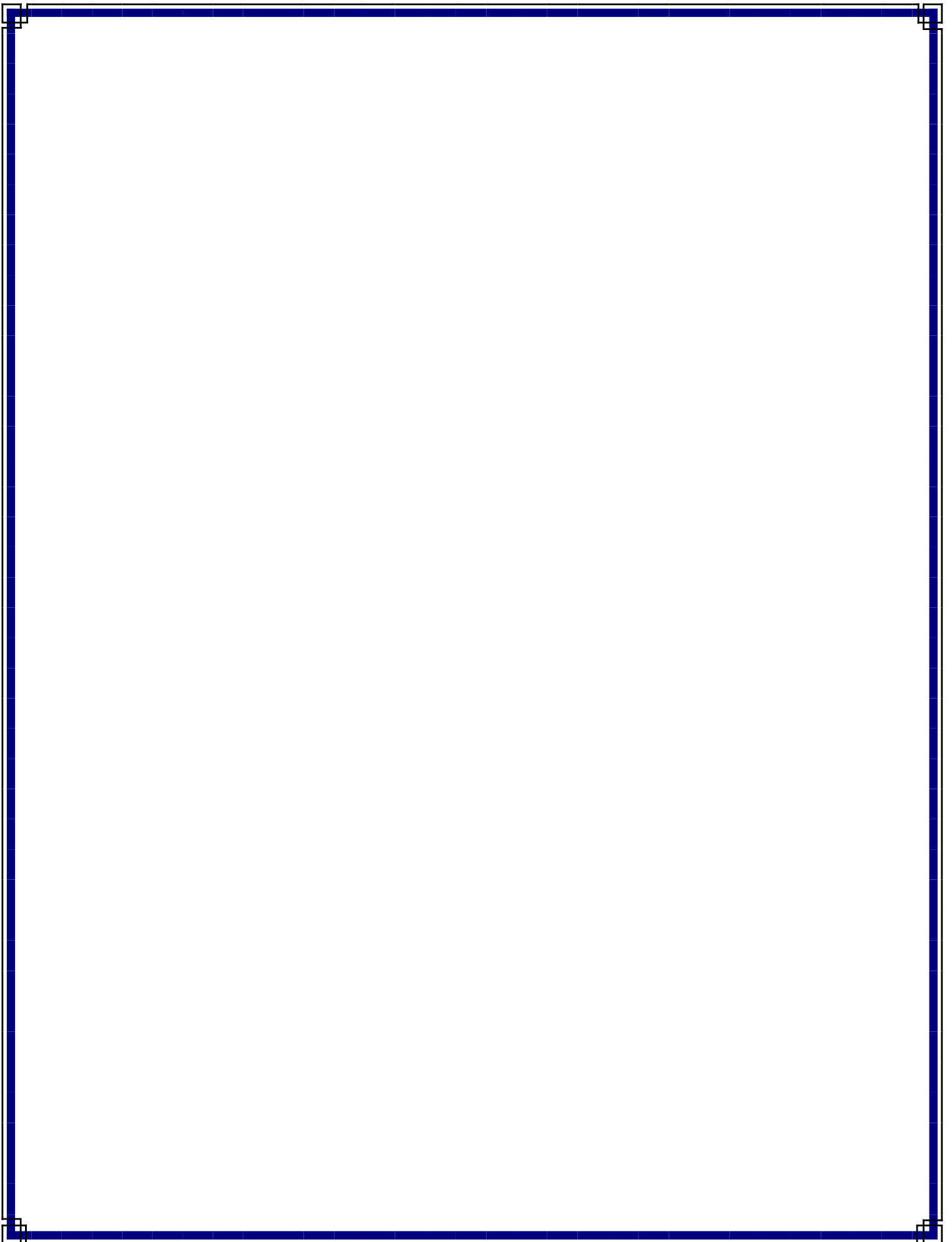


Table on Contents / Table de matière

TENDER SECURITY REQUIREMENTS	2
OBLIGATION TO PROVIDE CONTRACT SECURITY	2
TYPES AND AMOUNTS OF CONTRACT SECURITY.....	3
EXIGENCES RELATIVES À LA GARANTIE DE SOUMISSION	3
OBLIGATION DE DÉPOSER UNE GARANTIE CONTRACTUELLE.....	4
TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE	4

TENDER SECURITY REQUIREMENTS

1. The Bidder shall submit tender security with the tender in the form of a bid bond in an amount of \$ 250,000.00
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. 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.
4. Notwithstanding the provisions of paragraph 4 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 form prescribed in TYPES AND AMOUNTS OF CONTRACT SECURITY.
2. 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.
3. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.
4. In addition to the limitation imposed in paragraph 3., 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. 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
2. 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> .

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. Ladite garantie doit représenter au moins 250 000,00 \$, 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. 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.
4. Nonobstant les dispositions de l'alinéa 5 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 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 la forme prescrite dans la TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE.
2. 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.
3. 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.
4. 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. 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.
2. 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 présentés 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
 - 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>

NCC-CCN

Annex C – Point Rated Technical Criteria

Quebec Urban Lands Maintenance Management Contract

Annex C – Point Rated Technical Criteria
Quebec Urban Lands Maintenance Management Services

1	CONTEXT	3
2	GENERAL INSTRUCTIONS.....	3
2.1	LANGUAGE REQUIREMENTS.....	3
3	PROPOSAL EVALUATION PROCESS	3
3.1	PAGE COUNT	3
3.2	POINT ALLOCATION PER RATED REQUIREMENT	4
3.3	STAGE 1: MANDATORY REQUIREMENTS	8
3.3.1	<i>Company Profile</i>	8
3.3.2	<i>Financial</i>	8
3.3.3	<i>Provide Tender Security</i>	8
3.4	STAGE 2: TECHNICAL PROPOSAL (PROFILE AND EXPERIENCE)	9
3.4.1	<i>Company Experience</i>	9
3.5	STAGE 3: TECHNICAL PROPOSAL EVALUATION (OPERATIONS PLAN)	9
3.5.1	<i>Summary</i>	10
3.5.2	<i>Organizational Charts</i>	10
3.5.3	<i>Work Responsibilities</i>	11
3.5.4	<i>Work Schedules</i>	12
3.5.6	<i>Integration of environmental guidelines (Appendix 2-D)</i>	12
3.6	STAGE 4: FINANCIAL BID	12

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 and environmental criteria. 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
Quebec Urban Lands 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,
- 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
Financial	Mandatory	Pass/fail	3.3.2
Tender Security	Mandatory	Pass/fail	3.3.3
Pass/fail			

Annex C – Point Rated Technical Criteria
Quebec Urban Lands Maintenance Management Services

STAGE 2 – Experience

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

28 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
Integration of environmental guidelines (Appendix 2-D)	Rated	20 points	3.5.6

56 points required to pass and proceed to stage 4 80 points

STAGE 4 – Fee Proposal

Fixed fee proposal	Rated	70 points	3.6
Unit rates for Standing Offer Agreement	Rated	10 points	3.6

80 points

Annex C – Point Rated Technical Criteria
Quebec Urban Lands Maintenance Management Services

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 \$750K 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 RESPONSABILITIES	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

Annex C – Point Rated Technical Criteria
Quebec Urban Lands Maintenance Management Services

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
INTEGRATION OF ENVIRONMENTAL GUIDELINES (APPENDIX 2-D)	Did not demonstrate integration of any environmental guidelines against work responsibilities and separate work plans	Extremely poor integration of appendix 2D environmental guidelines against work responsibilities and separate work plans; lacks complete or almost complete understanding of the environmental guidelines in order to deliver the service requirements	Poor integration of appendix 2D environmental guidelines against work responsibilities and separate work plans; has some understanding of the environmental guidelines but lacks adequate understandings of environmental guidelines in order to deliver the service requirements	Adequate integration of appendix 2D environmental guidelines against work responsibilities and separate work plans; demonstrates a good understanding of the environmental guidelines in order to deliver the service requirements	Very good integration of appendix 2D environmental guidelines against work responsibilities and separate work plans; demonstrates a very good understanding of the environmental guidelines in order to deliver the service requirements	Superior integration of appendix 2D environmental guidelines against work responsibilities and separate work plans; demonstrates an excellent understanding of the environmental guidelines in order to deliver the service requirements; demonstrates leadership and innovation in regard to environmental sustainability

Annex C – Point Rated Technical Criteria
Quebec Urban Lands 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
Quebec Urban Lands 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 three hundred and fifty thousand dollars (\$350,000.00) 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 (employees);
- Work Responsibilities;
- Work Schedule
- Separate Work Plans, and
- Integration of environmental guidelines (Appendix 2-D).

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;

Annex C – Point Rated Technical Criteria Quebec Urban Lands Maintenance Management Services

- 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.
- The Plan integrates appendix 2D Environmental Guidelines into its maintenance activities.

* 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.

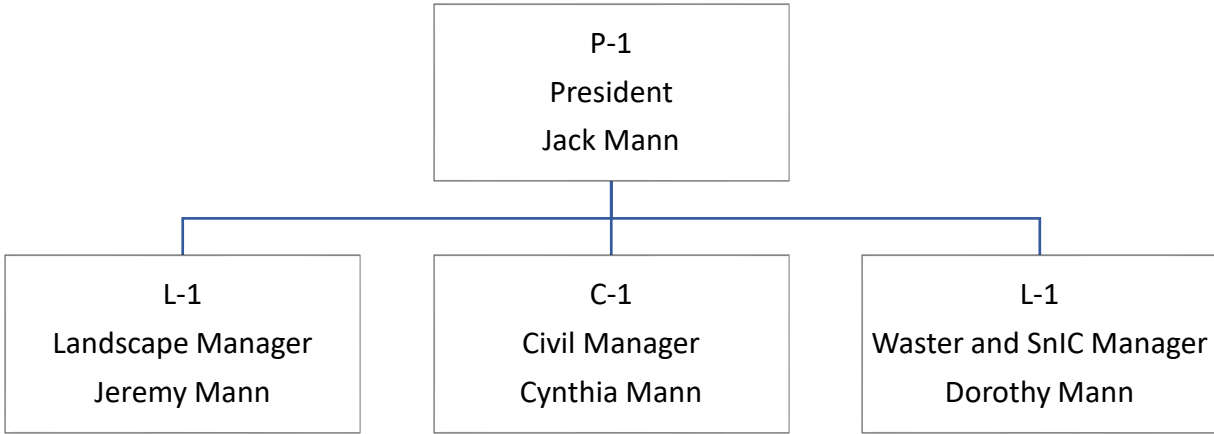
Provide two (2) organizational charts (one (1) for summer and one (1) for winter) describing all management, supervisory and Maintenance positions proposed for the Contract:

- 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;

Annex C – Point Rated Technical Criteria
Quebec Urban Lands 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
Quebec Urban Lands 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.

3.5.6 Integration of environmental guidelines (Appendix 2-D)

Bidder must integrate the environmental guidelines of appendix 2D into their Work Responsibilities and Separate Work Plans. Bidders must demonstrate compliance of the Environmental Guidelines of appendix 2D **without modifying** the service standards of the Statement of Work. The NCC is seeking a contractor that will demonstrate leadership and innovation in regard to environmental sustainability and climate change adaptation with the objective of reducing greenhouse gas emissions.

3.6 STAGE 4: Financial bid

See Appendix D Financial bid

NCC-CCN

Annex D – Financial Proposal

Quebec Urban Lands Maintenance Management Contract

Annex D – Financial Proposal

- 1 CURRENCY 4**
- 2 DELIVERY OF FINANCIAL PROPOSAL 4**
- 3 FINANCIAL PROPOSAL 4**
- 4 ANNEXES 6**
 - 4.1.1 Annex D-A-(1).....6*
 - 4.1.2 Annex D-A (2).....7*
 - 4.1.3 Annexes D-A (3), and (4).....8*
 - 4.1.4 Annex D-A-(5): Unit Rates for a Standing Offer Agreement (SOA)10*

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 NR194– Envelope B - Revision dated yyyy-mm-dd'. Repeat if necessary. Annex 7-A (1), (2), (3), (4) and (5) forms must be completed as per section 7.6, 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 Proponent), 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 Proponent) 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 Proponent). In the event that the sole proprietor carries on business in his/her own name, he/she shall merely PRINT his/her name where indicated.

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 7-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 for each item.

In Annex 7-A (4), two (2) 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 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 7-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 fifty-nine (59) SOA items in Annex 7-A-(5) 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-(5) including Subtotal

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. NR194

TO: Procurement Services

National Capital Commission,

Bids-soumissions@ncc-ccn.ca

Refer to NCC tender file No. NR194

I/We _____
(Name of Proponent)

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 # NR194 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 # NR194. I/We undertake to be bound by the Terms and Conditions of the RFP and resulting Contract.

**ANNEX D-A-4
Breakdown of Additional Services**

All inclusive fixed fees (before taxes)					
Additional Services for years 1 to 5 of the Contract	Fiscal Year 1 April 1 2021 to March 31 2022	Fiscal Year 2 April 1 2022 to March 31 2023	Fiscal Year 3 April 1 2023 to March 31 2024	Fiscal Year 4 April 1 2024 to March 31 2025	Fiscal Year 5 April 1 2025 to March 31 2026
Fixed Fee for the electrical testing of equipment which is to be performed in years 2 and 4 as described in sections 4.4.2, 4-B and 4-C.	N/A		N/A		N/A
Fixed Fee for catch basin inspection and report to be performed in year 3 as described in sections 4.4.3.1 and 6.1.21	N/A	N/A		N/A	N/A
SUB-TOTALS	\$	\$	\$	\$	\$
	(D)	(E)	(F)	(G)	(H)

Transfer these sub-total to Annex D-A-3

Note : Rates in annex D-A-4 are NOT subject to the 2% annual increase

4.1.4 Annex D-A-(5): Unit Rates for a Standing Offer Agreement (SOA)

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		UNIT UNITÉ	B	A x B = C
					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 (non qualified labour)	Travail générale (ouvrier non qualifié)	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	60	per / par	hour / heure	\$	-
		3	Crew of 3 with truck, tools and equipment	Équipe de 3 personnes avec camion, outils et équipement	5	per / par	hour / heure	\$	-
		4	1 General labourer without equipment	1 ouvrier non qualifié sans équipement	40	per / par	hour / heure	\$	-
		5	1 Student labourer without equipment (available from mid-May to the end of August)	1 ouvrier étudiant sans équipement (disponible de la mi-mai à la fin août)	5	per / par	hour / heure	\$	-
Certified Trades and Specialized Services	Services spécialisés qualifié et accrédité	6	Electrician with truck and appropriate tools	Électricien avec camion et outils appropriés	40	per / par	hour / heure	\$	-
		7	Carpenter with truck and appropriate tools	Menuisier avec camion et outils appropriés	40	per / par	hour / heure	\$	-
		8	Plumber with truck and appropriate tools	Plombier avec camion et outils appropriés	30	per / par	hour / heure	\$	-
		9	Welder with truck and appropriate tools	Soudeur avec camion et outils appropriés	5	per / par	hour / heure	\$	-
		10	Mason with truck and appropriate tools	Maçon avec camion et outils appropriés	5	per / par	hour / heure	\$	-
*Snow and Earth Moving Equipment	*Équipement de déneigement et/ou excavation	11	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	\$	-
		12	Backhoe/operator. Bucket size _____ m ³	Pelle rétrocaveuse/opérateur. Taille de la benne _____ m ³	40	per / par	hour / heure	\$	-
		13	Loader/operator. Bucket size _____ m ³ axle	Chargeuse/opérateur. Taille de la benne _____ m ³ essieu	10	per / par	hour / heure	\$	-
		14	Tandem/operator. Vehicle size _____ m ³	Essieu tandem/opérateur. Taille du véhicule _____ m ³	5	per / par	hour / heure	\$	-
		15	One 4 x 4 with plow, salt spreader/operator.	Un 4 x 4 avec chasse-neige, saleuse/opérateur.	100	per / par	linear metre / mètre lineaire	\$	-
		16	One tractor with 96" snow blower/operator	Un tracteur avec souffleuse de 96"/opérateur	5	per / par	hour / heure	\$	-
		17	Forklift/operator	Chariot élévateur à fourche/conducteur	1	per / par	hour / heure	\$	-
*Landscape Maintenance and Rehabilitation	*Entretien paysager et réhabilitation	18	One rotary front deck mower (John Deere type or equivalent) including one operator. Size _____ m	Une tondeuse avec avant-train rotatif (de type John Deere ou l'équivalent) incluant un opérateur.	5	per / par	hour / heure	\$	-
		19	Bush hog rotary blade. Size _____ m	* Débroussailluse rotative. Taille de la lame _____ m	20	per / par	hour / heure	\$	-
		20	Flail mower. Size _____ m	Tondeuse à fléau. Taille _____ m	5	per / par	hour / heure	\$	-
		21	Watering (single-axle vehicle with 6,800 to 9,000 litre reservoir)	Arrosage (véhicule à essieu simple muni d'un réservoir de 6 800 à 9 000 litres)	20	per / par	hour / heure	\$	-
		22	Turf sodding: Removal and disposal of old turf, preparation, fertilizing and topsoil where required.(Refer to Appendix 3-A for sod specifications)	Installation de gazon en plaques : Enlèvement et élimination de la vieille pelouse, préparation, fertilisation et terre végétale si nécessaires.(voir annexe 3-A pour exigences liées à la pelouse)	1	per / par	m ² (1 to/à 100 m ²)	\$	-
		23	Turf sodding: Removal and disposal of old turf, preparation, fertilizing and topsoil where required.(Refer to Appendix 3-A for sod specifications)	Installation de gazon en plaques : Enlèvement et élimination de la vieille pelouse, préparation, fertilisation et terre végétale si nécessaires.(voir annexe 3-A pour exigences liées à la pelouse)	1	per / par	m ² (101 to/à 1000 m ²)	\$	-
		24	Turf sodding: Removal and disposal of old turf, preparation, fertilizing and topsoil where required.(Refer to Appendix 3-A for sod specifications)	Installation de gazon en plaques : Enlèvement et élimination de la vieille pelouse, préparation, fertilisation et terre végétale si nécessaires.(voir annexe 3-A pour exigences liées à la pelouse)	1	per / par	m ² (over / au delà de 1000 m ²)	\$	-
		25	Mechanically powered Super Gill seeders including seed. General all-purpose mix: 40% SR5210 Creeping Red Fescue; 40% Arctic Perennial Ryegrass; 20% Bluechip Kentucky Bluegrass.	Semoirs « Super Gill » à moteur mécanique incluant la semence : 40 % SR5210 Fétuque rouge traçant, 40 % Ray-grass vivace de l'Arctique, 20 % Pâturin des prés Bluechip.	5	per / par	m ² (1 to/à 100 m ²)	\$	-
		26	Mechanically powered Super Gill seeders including seed. General all-purpose mix: 40% SR5210 Creeping Red Fescue; 40% Arctic Perennial Ryegrass; 20% Bluechip Kentucky Bluegrass.	Semoirs « Super Gill » à moteur mécanique incluant la semence : 40 % SR5210 Fétuque rouge traçant, 40 % Ray-grass vivace de l'Arctique, 20 % Pâturin des prés Bluechip.	1	per / par	m ² (101 to/à 1000 m ²)	\$	-
		27	Mechanically powered Super Gill seeders including seed. General all-purpose mix: 40% SR5210 Creeping Red Fescue; 40% Arctic Perennial Ryegrass; 20% Bluechip Kentucky Bluegrass.	Semoirs « Super Gill » à moteur mécanique incluant la semence : 40 % SR5210 Fétuque rouge traçant, 40 % Ray-grass vivace de l'Arctique, 20 % Pâturin des prés Bluechip.	1	per / par	m ² (over / au delà de 1000 m ²)	\$	-
		28	Mechanically powered Super Gill seeders including seed: High Traffic Reinstatement Blend (Summer or Spring Application): 80% Arctic Perennial Ryegrass; 20% Bluechip Kentucky Bluegrass; Application rate: 4.5 kg per 100 m ² .	Semoirs « Super Gill » à moteur mécanique incluant la semence: Mélange pour le rétablissement dans les aires à forte circulation (application estivale ou printanière): 80 % Ray-grass vivace de l'Arctique 20 % Pâturin des prés Bluechip	5	per / par	m ² (1 to/à 100 m ²)	\$	-
		29	Mechanically powered Super Gill seeders including seed: High Traffic Reinstatement Blend (Summer or Spring Application): 80% Arctic Perennial Ryegrass; 20% Bluechip Kentucky Bluegrass; Application rate: 4.5 kg per 100 m ² .	Semoirs « Super Gill » à moteur mécanique incluant la semence: Mélange pour le rétablissement dans les aires à forte circulation (application estivale ou printanière): 80 % Ray-grass vivace de l'Arctique 20 % Pâturin des prés Bluechip	1	per / par	m ² (101 to/à 1000 m ²)	\$	-

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	A x B = C
					BID QTY (for bid evaluation purposes only) QTÉ DE SOUMISSION (pour évaluer les soumissions seulement)		UNIT UNITÉ	FISCAL YEAR 1 UNIT RATE EXCL. TAXES ANNÉE FISCALE 1 - TAUX UNITAIRE EXCL. TAXES	EXTENDED TOTALS TOTALS CALCULÉ
		30	Mechanically powered Super Gill seeders including seed: High Traffic Reinstatement Blend (Summer or Spring Application): 80% Arctic Perennial Ryegrass; 20% Bluechip Kentucky Bluegrass; Application rate: 4.5 kg per 100 m2.	Semoirs « Super Gill » à moteur mécanique incluant la semence: Mélange pour le rétablissement dans les aires à forte circulation (application estivale ou printanière): 80 % Ray-grass vivace de l'Arctique 20 % Pâturin des prés Bluechip	1	per / par	m² (over / au delà de 1000 m²)		\$ -
		31	Mechanically powered slit seeders including see: 40% Creeping Red Fescue 40% Arctic Perennial rye grass 20% Bluechip Kentucky Bluegrass Application rate: 1.2 kg per 100 m2	Semoir à rentes à moteur mécanique incluant la semence: 40% fétuque rouge traçant 40% Ray-grass vivace de l'arctique 20% pâturin des prés Bluechip Dose d'application: 1,2 kg par 100 m2	5	per / par	m² (1 to/à 100 m²)		\$ -
		32	Mechanically powered slit seeders including see: 40% Creeping Red Fescue 40% Arctic Perennial rye grass 20% Bluechip Kentucky Bluegrass Application rate: 1.2 kg per 100 m2	Semoir à rentes à moteur mécanique incluant la semence: 40% fétuque rouge traçant 40% Ray-grass vivace de l'arctique 20% pâturin des prés Bluechip Dose d'application: 1,2 kg par 100 m2	1	per / par	m² (101 to/à 1000 m²)		\$ -
		33	Mechanically powered slit seeders including see: 40% Creeping Red Fescue 40% Arctic Perennial rye grass 20% Bluechip Kentucky Bluegrass Application rate: 1.2 kg per 100 m2	Semoir à rentes à moteur mécanique incluant la semence: 40% fétuque rouge traçant 40% Ray-grass vivace de l'arctique 20% pâturin des prés Bluechip Dose d'application: 1,2 kg par 100 m2	1	per / par	m² (over / au delà de 1000 m²)		\$ -
		34	Fertilizing: 20-0-10 30% Umaxx / 30% XCU / 1% Mg / 2% Ca. or approved equivalent. Application rate: 2.5 Kg/100 m².	Application d'engrais 20-0-10 30 % Umaxx / 30 % XCU / 1 % Mg / 2 % Ca ou un équivalent approuvé. Taux d'application 2,5 kg/100 m2.	1000	per / par	m²		\$ -
		35	Mechanical aerating	Aération mécanique	1000	per / par	m²		\$ -
Floral Program	Programme florale	36	Tulip bulb (purchased, dipped, planted and maintained)	Bulbe de tulipe (acheté, trempé, planté et entretenu)	100	per / par	bulb / bulbe		\$ -
		37	Winter protection for planting beds. Snow fencing with burlap 1.2 metre height.	Protection hivernale pour plate-bande. Pare-neige avec toile de jute, hauteur de 1,2 m	100	per / par	linear metre / mètre lineaire		\$ -
		38	Annual (purchased, planted and maintained)	Annuelle (acheté, trempé, planté et entretenu)	100	per / par	plant / plante		\$ -
Tree cutting and removal / Pruning	Abattage et Enlèvement d'arbres/Émondage	39	3-person crew including one qualified climber with appropriate tools, chipper (30 cm) and pickup truck	Équipe de 3 incluant un grimpeur qualifié avec outils appropriés, déchiqueteur (30 cm) et camionnette	8	per / par	hour / heure		\$ -
		40	3-person crew including one qualified climber with appropriate tools, 17 m bucket truck with a 10 m3 box	Equipe de 3 incluant un grimpeur qualifié avec outils appropriés, camion nacelle de 17m équipé d'une boîte de 10 m3	8	per / par	hour / heure		\$ -
		41	3-person crew with truck and 10 m3 box, chipper (30 cm) and appropriate tools	Equipe de 3 avec camionnette équipée d'une boîte de 10 m3, déchiqueteur (30 cm) et outils appropriés	8	per / par	hour / heure		\$ -
		42	0-15 cm d.b.h.	D.h.p. de 0-15 cm	2	per / par			\$ -
		43	16-30 cm d.b.h.	D.h.p. de 16-30 cm	2	per / par			\$ -
		44	31-45 cm d.b.h.	D.h.p. de 31-45 cm	2	per / par			\$ -
		45	46-60 cm d.b.h.	D.h.p. de 46-60 cm	2	per / par			\$ -
		46	61-75 cm d.b.h.	D.h.p. de 61-75 cm	2	per / par			\$ -
		47	76-90 cm d.b.h.	D.h.p. de 76-90 cm	2	per / par			\$ -
		48	91-105 cm d.b.h.	D.h.p. de 91-105 cm	2	per / par			\$ -
		49	106-120 cm d.b.h.	D.h.p. de 106-120 cm	2	per / par			\$ -
		50	121 cm d.b.h. and up	D.h.p. de 121 cm et plus	2	per / par			\$ -
Stump removal	Dessouchage	51	0-15 cm calliper	Calibre à coulisse de 0-15 cm	2	per / par			\$ -
		52	16-30 cm calliper	Calibre à coulisse de 16-30 cm	2	per / par			\$ -
		53	31-45 cm calliper	Calibre à coulisse de 31-45 cm	2	per / par			\$ -
		54	46-60 cm calliper	Calibre à coulisse de 46-60 cm	2	per / par			\$ -
		55	61-75 cm calliper	Calibre à coulisse de 61-75 cm	2	per / par			\$ -
		56	76-90 cm calliper	Calibre à coulisse de 76-90 cm	2	per / par			\$ -
		57	91-105 cm calliper	Calibre à coulisse de 91-105 cm	2	per / par			\$ -
		58	106-120 cm calliper	Calibre à coulisse de 106-120 cm	2	per / par			\$ -
		59	121 cm calliper and up	Calibre à coulisse de 121 cm et plus	2	per / par			\$ -
								SUB-TOTAL ANNEX D-A-4 / MONTANT PARTIEL ANNEXE D-A-4	\$ -

* Specify size of equipment when requested / Spécifier la taille de l'équipement lorsque demandé

Annex D – Financial Proposal

Refer to separate annex D-A-(5).

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.

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 QUEBEC URBAN LANDS MAINTENANCE MANAGEMENT SERVICES CONTRACT UNDER BID SOLICITATION # NR194**

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, 2021 to March 31, 2026, with an option to extend for a five (5) year term.

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 \$ 750,000.00 CDN including taxes for 5 years. 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 URBAINS DU QUÉBEC SOUS L'APPEL D'OFFRE N ° NR194**

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 subséquentes 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 2021 au 31 mars 2026, avec une option de prolongation de cinq (5) ans.

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 :

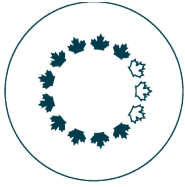
Le montant global qu'on peut verser pour une commande d'achat (commande subséquente) est de 40 000 \$ CAN, incluant les taxes. Les services peuvent être livrés seulement au moment où la division des contrats de la CCN aura émis un numéro de commande d'achat correspondant à cette commande subséquente. 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 750 000,00 \$ CAN incluant taxes pour 5 ans. 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 de façon prudente.

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					
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.					
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					
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)					
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.			Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.		
Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée			Telephone number / Numéro de téléphone		
Signature			Date		

BID BOND

Bond Number _____

Amount \$ 250,000

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.

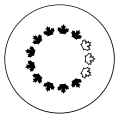
SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.



New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

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

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

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

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

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

Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque avec ce formulaire

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

Please fill in and return to the National Capital Commission with a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou transmettre par courriel à : contracts@ncc-ccn.ca Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.