



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

NCC-CCN

NCC tender file #
AL1845 – Eastern
Lands Maintenance
Management Services

Request for Proposal

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Other annexes:

- Eastern Lands Statement of Work and Eastern Lands Maps
- Annex B – Tender and Contract security requirements
- Annex C – Point Rated Technical Criteria Annex D – Financial Proposal
- Annex E – n/a
- Annex F – n/a
- Annex G – Standing Offer Agreement
- Annex H – Security Requirements
- Annex I – Insurance certificate
- Annex J – Bid bond form
- Supplier–Direct deposit payment and tax information form (for contract award purposes to the successful bidder)

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.

1.2 SCOPE

The Maintenance Management Contract details the provision of Landscape Maintenance, Civil Maintenance, Snow and Ice Control, waste management and cleaning services as well as other related services on NCC sites located within the National Capital Region. The Contract also includes the provision of specialized Maintenance programs, event support and certain reporting obligations. The Contractor will ensure he or she provides the services and achieves the outcomes described in the Contract even though individual tasks may or may not be specifically mentioned or identified but are required to provide the totality of the services requested. The maps included with this RFP clearly present the boundaries of the Contract with respect to the location where the Work is to be performed.

1.3 SECURITY CLEARANCE REQUIREMENTS

Refer to annex H.

1.4 CONTRACT DURATION

This RFP contemplates entering into a Contract having a Term of seven (7) consecutive years beginning April 1, 2024, and ending March 31, 2031.

1.5 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 video teleconference.

1.6 TRADE AGREEMENTS

Applicable trade agreements are listed in the tender solicitation notice on Canadabuy.

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 11" x 17" page - text printed on one side (single sided) = 2 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 NCC RFP appendices

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 should consist of two (2) separate emails: Email #1 and Email #2

2.2 BID SUBMISSION

BID CLOSING DATE: Tuesday, August 29, 2023 at 3:00 EDT

SEND PROPOSALS TO: National Capital Commission's Bid email at Bids-soumissions@ncc-ccn.ca

Refer to NCC tender file # AL1845

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. 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.

2.3 TECHNICAL DIFFICULTIES OF BID TRANSMISSION

Where a Bidder has commenced transmission of its bid through email in advance of the bid solicitation closing date and time, but due to technical difficulties, NCC was unable to receive or decode the entirety of the Bid by the deadline, NCC may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted NCC in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties, OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.4 COMPLETENESS OF THE BID

After the closing date and time of this bid solicitation, NCC will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. NCC will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice. Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and tender securities (bid bond) required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties NCC was unable to receive them, have been properly submitted and received by NCC.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties NCC was unable to receive them, have been properly submitted and received by NCC.

2.5 ENQUIRIES

ADDRESS ENQUIRIES IN WRITING TO: allan.lapensee@ncc-ccn.ca

Enquiries regarding this RFP must be submitted in writing to the Contracting Authority 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 enough 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 Contracting Authority 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 Contracting Authority. Non-compliance with this

requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.

2.6 GOVERNING LAWS AND FORUM

Any resulting Contract shall be governed by, construed and interpreted in accordance with the applicable laws in force in the province of Ontario. Any dispute arising out of this Contract shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

3 BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

EMAIL #1

Mandatory requirements

- Tender Security in the form of a Bid Bond. **Note: A Bid Bond (with digital signatures or signed and then scanned in Adobe pdf format) is the only form of Tender Security that the NCC will accept at this time.**
- Company profile
- Financial

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 and 4.

The Financial Proposal should be submitted in a separate email from email #1 and clearly marked email #2 (do not insert any other document in this email). The Fixed Fee and cost breakdowns and any other financial information identified in the said Financial Proposal should 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 – ALSO REFER TO ANNEX C

4.2.1 Mandatory Technical Criteria

STAGE 1			SECTION
Company profile	Mandatory	Pass/fail	3.3.1
Financial	Mandatory	Pass/fail	3.3.2
Tender Security	Mandatory	Pass/fail	3.3.3

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.

4.2.2 Point Rated Technical Criteria (also refer to Annex C)

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

STAGE 2 – Experience

Company experience	Rated	40 points	Section 3.4.1
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28 points required to pass and proceed to stage 3 40 points

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 3 – Operations Plan

Summary	Rated	5 points	Section 3.5.1
Organizational Charts	Rated	10 points	Section 3.5.2
Work Responsibilities	Rated	10 points	Section 3.5.3
Work Schedules	Rated	25 points	Section 3.5.4
Separate Work Plans	Rated	10 points	Section 3.5.5
Environmental Sustainability and Emission Reductions	Rated	20 points	Section 3.5.6

56 points required to pass and proceed to stage 4

80 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.

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 STAGE 4 - FINANCIAL EVALUATION - (REFER TO ANNEX D)

The financial proposal envelope of each technical proposal passing stage 1, stage 2 and stage 3 shall be opened and evaluated. The Total Evaluated Price consists of:

Annex D-A-1 : GRAND TOTAL Maximum Score: 100 points

The bid with the lowest evaluated GRAND TOTAL for Annex D-A-1 will receive 100 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 83.3 points ($\$ 100,000 / \$ 120,000 \times 80 \text{ points} = 83.3 \text{ points}$)

Annex D-A-4: Unit Rates Proposal for SOA Maximum Score: 20 points

The bid with the lowest evaluated SUB-TOTAL for Annex D-A-4 will receive 20 points. The other bids will be allocated pricing points prorated against the lowest evaluated SUB-TOTAL for Annex D-A-4. For example, if the lowest evaluated SUB- TOTAL proposed by a bidder is \$ 10,000 and another bidder’s evaluated SUB- TOTAL submission is \$ 12,000, the \$ 12,000 fee proposal would be awarded 16.7 points ($\$ 10,000 / \$ 12,000 \times 20 \text{ points} = 16.7$)

points)

4.4 BASIS OF SELECTION

Highest Combined Rating between Technical Merit (120 points) and Total Evaluated Price (120 points = GRAND TOTAL of 100 points + SOA unit rates SUBTOTAL of 20 points). The bid with the highest combined rating between 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. 202.12 vs 202.16), the bid with the lowest Grand Total of Annex 'D-A-1' will be selected.

4.5 NEGOTIATIONS

If 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
- 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 successful 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:

“AC” (All Classes) designates a task and/or operational specification that applies to all classes (see also Class A, B, C, N and SAS).

“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 and not originally included in the Fixed Fee.

“Aesthetic pruning” pruning related to the appearance and the development of a structurally sound branch system in an effort to control the size and long-term health of the tree/shrub. It includes crown/canopy thinning, directional or formative pruning, creation of new vistas, crown reduction and cabling installation and removal.

“Annuals” are herbaceous plants lasting for only one growing season. This may include some ornamental grasses.

“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.

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

“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 usually equipped with a locking mechanism.

“Buildings” are structures (some of which are heritage buildings) owned and/or maintained by the NCC. When listed or illustrated on the maps, these structures are included within and constitute an integral part of this Contract.

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

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

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

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

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

“Civil Maintenance” means the provision of all services required to maintain and preserve NCC physical infrastructures such as Roads, Pathways, lights, Fixtures and Furniture, plumbing Systems, etc.

“Class A, B, C and N” designates differing Maintenance quality levels, specifications and expectations. Though each class is defined by the totality of the specifications it contains, generally speaking class A assets are manicured and highly visible, class B assets are heavily used and maintained frequently, class C assets are less visible and used less frequently, class N assets are naturalized or located in naturalized environments. See also AC and SAS.

“Cleaning” is the process of removing unwanted substances such as dirt, infectious agents and other impurities, from an object, an Asset or an environment. Cleaning occurs in many different contexts and uses many different methods, e.g. collecting, sweeping, wiping, flushing, 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, irrigation heads, caulking, oils and lubricants, solenoids, hydraulic fluids, fuses, ballasts, light bulbs, cleaning products, connectors, etc.

“Contract” means the contract entered into between the Successful Proponent and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Proponent agrees to perform all of the specific services in accordance with the standards of performance set out in the Subject Matter and other matters arising out of the successful proposal and accepted by the NCC, if any.

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

“Contractor” is synonymous with Successful Proponent.

“Corridor” designates the area above the tread and/or shoulders of a Pathway/Road from which brush and limbs must be removed.

“Daily” unless otherwise indicated, means every day, including weekends and statutory holidays.

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

“Drainage Systems” 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), tile drains, open ditches, subsurface drains, 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 8.5),

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 Additional 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.

“FIP” (signage) means Federal Identity Program signage.

“Fixtures and Furniture” Includes but is 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), tree pit grates, benches, garbage receptacles, picnic tables, animal proof receptacles, flower and tree planters, concrete medallions and courtyard identification markers, signs and bronze site identification plaques located within the boundaries of this Contract and under the ownership of the NCC.

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

- b) In certain circumstances, the delay of the performance of an obligation due to an event of Force Majeure may result in a loss to the NCC of all or substantially all of the value attributable to such performance. Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the NCC. For example, if grass is to be mowed when it reaches a particular height, which effectively requires this service to be performed on a weekly basis, and an event of Force Majeure delays performance for one week, the resumption of performance has the effect of extinguishing the value that would otherwise have been attributed to the performance thus delayed and results in the quality standards not having been respected and the site appearance having been negatively affected. In such circumstances, the NCC shall have the right to deliver notice in writing to the Contractor relieving it of the obligation to perform the affected service or services, and the NCC shall also have the right to set-off from the Fixed Fee of the Contract an amount equal to the value of any such obligations of the Contractor..

"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 rates contained in the winning bid (if any) used to calculate and apply sections 6.34 and 6.36 (of Annex A Statement of Work) in conformity with the standards of performance contained in this Contract.

"Irrigation System" includes pumps and their associated Components (timers, solenoids, control panels, software, etc.), distribution pipes, valves, etc.

“Landscape Maintenance” means the provision of all services required to Maintain and preserve NCC natural Assets, woody and non-woody plants, turf, trees, shrubs, annuals, bulbs, perennials, ornamental grasses, 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 (see Class A, B, C and N). 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” may be asphalt, stone dust, pit run, quarried limestone, gravel, crushed stone, mulch. Materials may be used in combination at certain locations to offset wet conditions.

“Perennial” is a herbaceous plant which overwinters and persist in the National Capital Region. Cold climate ornamental grasses may also be considered perennials.

“Permanent graffiti” is any marking or damage that cannot be cleaned or removed by conventional means without the risk of permanent damage to the Asset.

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

“Water Systems” Includes the following: decorative and drinking fountains, park/building plumbing, underground/aboveground water and sewer lines, pumps, washroom facilities, etc.

“Preventive Maintenance” means regular Maintenance designed to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as winter protection, inspections, sanding/repainting, tree removal and planting, pothole repairs, replacement of broken or defective Components, Consumables, start-up and shutdown of systems, spring clean-up, winterizing, etc.

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

“Request for Proposal” (RFP) means the request for proposal issued by the NCC pursuant to NCC

tender file number AL1845.

“Roads” are mostly paved or asphalted, though some short sections may be gravel or crushed stone. Road maintenance is dictated largely by the composition of its surface, i.e.; asphalt, gravel, natural, etc.

“SAS” designates Maintenance tasks or specifications that are site or Asset specific.

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

“Storm event” is defined as the period of time, from beginning to end, where precipitation of any kind accumulates in a measurable way.

“Snow and Ice Control” means Maintenance required to clear and remove snow and control any ice from all designated Assets, including, but not limited to, roadways and parking lots, sidewalks and building entrance ways, etc.

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

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

“Surface discontinuity” means a vertical discontinuity of 2 cm or more, which creates a step formation or crack in the surface of a sidewalk, Pathway, bridge, Road, etc.

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

“Temporary graffiti” is usually, but not always, water-based and can be removed using methods and tools that will not damage the Asset. Posters and stickers may also be defined as temporary graffiti for the purposes of this Contract.

“Term” means the period of seven (7) consecutive years beginning April 1, 2024 and ending March 31, 2031.

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

“Unit Price/Hourly Rate” means rates for the materials and labour services described in Appendix D-A-4 of the RFP to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

“Variable Operational Requirement” (VOR) is Work that will be requested and preapproved by the

NCC as and when required during the Term. The Contractor will invoice the NCC for preapproved VOR services as per the Hourly Rates/Unit Prices in the SOA and as per the Terms and Conditions that may apply to the Work.

“Waste/ Cleaning Operations” includes the pick-up, clean-up and disposal of all organic and inorganic waste (solid and/or liquid), Temporary 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. Reliability clearance level is required.

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 proposal entitled _____, dated _____.

6.4 STANDARD CLAUSES 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 – see 6.1 Definitions

a)

6.4.7 Inspection Rights

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

6.4.8 Audit

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

6.4.9 Compliance with applicable laws

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

Without limiting the generality of the foregoing, the Contractor shall be registered and comply with all regulations related to Work Place Safety and Insurance Board of Ontario. The NCC reserves the right to terminate this Contract if the Contractor does not have all the necessary permits and licenses for the execution of the Work.

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

6.4.10 Amendment

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

6.4.11 Outright Assignment Prohibited

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

6.4.12 Change in Control

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

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

6.4.13 Exceptions

Notwithstanding the provisions of clause 6.4.11 the Contractor may assign its interest in the amounts to be paid by the NCC to the Contractor hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Contractor being in good standing hereunder at the time of such assignment as security.

6.4.14 Suspension of the Work

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

6.4.15 NCC Termination Right

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

6.4.16 Contract Termination

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

6.4.17 Deliveries on Termination

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

6.4.18 Rights on Termination

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

6.4.19 Conflict of Interest

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

6.4.20 Entire Contract

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

6.4.21 Access to Information

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

6.5 TERM

With this RFP, the NCC will conclude a seven (7) year Contract beginning April 1, 2024 and ending March 31, 2031.

6.6 AUTHORITIES

6.6.1 Contracting Authority (TBD later)

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Senior Procurement Officer - NCC

Address: _____

Telephone: _____

E-mail address: _____

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

6.6.2 Contract Management Officer (CMO)

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

6.6.3 Contractor's Representative

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

6.7 PAYMENT

6.7.1 Basis of Payment

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

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

The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and

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

6.8 PRIORITY OF DOCUMENTS

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

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

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

6.9 ALTERATIONS TO THE SCOPE OF THE CONTRACT

The NCC reserves the right to make alterations to any part of the Subject Matter at any time during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions or withdrawals of sites/ services/activities/sub-activities* (e.g. site: Carlsbad Springs; activity: Landscape Maintenance; sub-activity: Turf mowing and trimming).

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

6.10 COST ESTABLISHMENT PROCESS

The NCC shall use a cost establishment process for calculating the amount of any compensation

resulting from additions, re-allocations and withdrawals (with the exception of the specific kinds of withdrawals indicated in sections 6.14 and 6.15). This process shall determine the amount owed to either the NCC (in the case of withdrawals) or to the Contractor (in the case of additions). The following is a summary of the cost establishment process:

Prior to Contract Award

The Contractor shall provide as part of his/her Proposal a price breakdown for each site/reporting unit included in the Contract.

After Contract Award and During Term of Contract

The NCC shall notify the Contractor in writing of any alteration and shall provide a description of the sites/reporting unit, activities or sub-activities to be added, re-allocated, revised or withdrawn. The NCC's right to make alterations is unlimited. The Contractor shall then provide the NCC with an estimate of the total cost for any alteration accompanied by a breakdown per activity and, if required, per sub-activity which must be based on the following:

1. The original price per site/unit price as provided in the Bidder's Proposal;
2. The information provided by the NCC describing the alteration;
3. The Hourly Rate/Unit Price for each service as indicated in Annex D-A (4) (if applicable).

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

The NCC and the Contractor shall arrive at a mutually agreed fee for any alteration based again on items one, two and three indicated above. Failing agreement, the NCC and Contractor shall deliver their respective proposals on the amount to be added or deleted to an arbitrator appointed pursuant to 6.17.

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

6.11 ADDITIONS TO CONTRACT

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

6.12 RE-ALLOCATION

The NCC shall have the right to re-allocate or revise Maintenance activities to be provided herein to other sites, to substitute new sites/ services/activities/sub-activities for deleted sites/services/activities/sub-activities or to revise standards of performance.

6.13 WITHDRAWALS TO CONTRACT – GENERAL

In the event the NCC elects to permanently or temporarily withdraw any site/ service/activity/ sub-activity, then the Contractor shall be relieved of any further rights or obligations hereunder in respect of such site/reporting unit/service/activity/sub-activity, including without limitation the right to recover any part of the Fixed Fee of the Contract that would otherwise have been payable to the Contractor in respect of such withdrawal. The Contractor acknowledges that should the NCC withdraw any site/reporting unit/service/activity/sub-activity, then the Contractor shall have no recourse or any entitlement to damages or any other remedies pursuant to this Contract or otherwise in respect of such decision made by the NCC.

6.14 WITHDRAWAL OF AN ENTIRE SITE/REPORTING UNIT /SERVICE

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

6.15 WITHDRAWAL OF ACTIVITIES/SUB-ACTIVITIES

The NCC shall again use a cost establishment process for the withdrawal of activities/sub-activities that is different from the process indicated in 6.10 above. The NCC and Contractor shall establish, on a case per case basis, a unit cost for each activity/sub-activity to be withdrawn. The unit cost shall then be used along with a cost calculation formula to establish the amount to be adjusted on the Fixed Fee of the Contract.

6.16 STANDING OFFER AGREEMENT (SOA)

The NCC intends to award a non-binding Standing Offer Agreement to the successful Bidder for the provision of Additional Services not specifically mentioned in the Contract. The Contractor must provide hourly Rate/Unit Price for Maintenance services as indicated in Annex D-A (4). These hourly rates/unit prices must be representative of the calculations used in establishing the financial component of the tender where applicable. In the absence of provisions specifically dealing with a particular site or activity, these costs will be used as a basis to calculate any increase or savings resulting from additions, adjustments or deletions from this Contract. The SOA shall be based on the rates provided in Annex D-A (4). The minimal number of hours (usually 3-4 hours) requirement shall not be applicable to the SOA and subsequent call-up purchase orders. Refer to Annex 'G' for additional information.

6.17 DISPUTES

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

6.18 PROHIBITED TRANSACTIONS

6.18.1 Contracting with NCC Employees

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

6.18.2 Contracting with Related Corporations

The prohibition set out in 6.18.1 extends to any contract or commercial arrangement with a corporation or other business organization in which an NCC employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or in any other way related, as defined in the Canada Business Corporations Act.

6.18.3 Exception

The prohibition in 6.18.2 does not apply to contracts with corporations the shares of which are publicly traded, provided that the only relationship that exists between the NCC employee and such corporation is that of shareholder.

6.19 INDEMNITIES

6.19.1 Unconditional Obligation to Perform

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

6.19.2 Liability for Payments

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

6.19.3 Forbearance Not to Constitute Estoppel

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

6.19.4 Indemnity Survives Disclaimer or Other Determination

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

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

6.19.5 Primary Liability

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

The Indemnifiers are primarily liable, jointly and severally, with the Contractor and not as mere sureties or guarantors. The Indemnifiers shall not be released nor will their liability hereunder be limited or lessened by the NCC granting time, taking or giving securities, accepting proposals, or by time being given to the Contractor, or by any amendment of this Contract, or by any compromise, arrangement, composition or plan of reorganization affecting the Contractor or the Indemnifiers, or by release of any party liable directly as surety or otherwise, or by failure to declare a default under this Contract, or by any dealings

whatsoever between the NCC and the Contractor, or by or with any other parties or Persons whomsoever, or by any other act, omission or proceedings in relation to this Contract whereby the Indemnifiers might otherwise be released or exonerated or the liabilities and obligations of the Indemnifiers hereunder effected. The Indemnifiers hereby expressly waive notice of the granting of time, the taking of giving of securities, and any other matter whatsoever referred to in this Contract. No waiver by the NCC of any rights under this Contract shall be effective unless in writing and no such waiver shall be taken in any manner whatsoever to affect those rights or any other rights, except as expressly so provided in such waiver, and only for such time periods as are provided in such waiver. Nothing except for the performance of all obligations of the Contractor and the Indemnifiers under or contained in this Contract will discharge the Indemnifiers.

6.19.6 No Obligation to Exhaust Other Remedies

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

The NCC shall not be bound to have recourse to or exhaust its recourse against the Contractor, or in respect of the Letter of Credit, letter of guarantee, performance bond or otherwise before enforcing the NCC's rights against the Indemnifiers under clauses 6.19.4 and 6.19.5. If there be more than one Indemnifier, the obligations of the Indemnifier under clauses 6.19.4 and 6.19.5 shall be joint and several.

6.20 INSURANCE

6.20.1 Minimum Coverage

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

a) Liability Insurance:

Minimum Amounts of Coverage Required:

\$5,000,000 per occurrence

\$10,000,000 minimum annual cumulative limit

b) Endorsements:

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

- Employers Liability

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

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

6.20.2 Assignment of Insurance

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

6.20.3 Premiums

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

6.20.4 Non-Cancellation

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

6.20.5 Evidence of Insurance

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

6.20.6 Acknowledgement of Release by Contractor of Claims & Indemnity

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

6.20.7 Additional Insured's

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

6.20.8 Indemnity

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

6.20.9 Co-Insurance

If any policies of insurance contemplated in this Contract shall contain any co-insurance clause, the Contractor shall always maintain 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, if 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 affected 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
202-40 Elgin Street, Ottawa, ON K1P 1C7
Attention: Director, Ontario Urban Lands and Greenbelt
Capital Stewardship Branch.

b) if to the Contractor:

At the address and to the person specified in the Contractor's Tender

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

6.20.18 Time of the Essence

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

6.20.19 Joint & Several Liability

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

6.20.20 Further Assurances

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

6.20.21 Paramountcy of Federal Authority

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

6.21 DENIAL OF PARTNERSHIP

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.

6.21.1 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.

- 6.21.7 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 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.

6.21.7.2 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.

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 and Conditions or provisions contained in this Contract may result in the application of monetary penalties (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:

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

6.22.2 Appointment of an Administrator

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

- i. Every such receiver shall be the irrevocable agent or attorney of the Contractor for the collection of all revenues being generated in respect of any use of the Subject Matter or any parts thereof;
- ii. Every such receiver may, at the discretion of the NCC and evidenced in writing, be vested with all or any of the powers and discretion of the NCC;
- iii. The NCC may from time to time by notice in writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the revenues derived from the Subject Matter;
- iv. Every such receiver shall, so far as concerns the responsibility for acts or omissions, be deemed the agent or attorney of the Contractor and not the agent of the NCC unless specifically appointed by the NCC as agent of the NCC;
- v. Every such receiver shall have full power to manage, operate, amend, maintain, protect, preserve and repair the Subject Matter or any parts thereof in the name of the Contractor for the purpose of securing the payment of revenues from the Subject

Matter or any parts thereof provided that the receiver shall do so as a prudent receiver would do;

- vi. No such receiver shall be liable to the Contractor to account for monies or damages other than cash received by him in respect of the Subject Matter or any parts thereof and out of such cash so received, every such receiver shall in the following order pay:
 1. His commission or remuneration as receiver;
 2. All expenses made or incurred by such receiver in connection with the management, operation, amendment, protection, preservation of, repair or Maintenance services of the Subject Matter or any parts thereof;
 3. All taxes, insurance premiums and every other proper expenditure made or incurred by him in respect to the Subject Matter or any parts thereof;
 4. All revenues and any other amounts due to the NCC under the Contract;
 5. All payments required to be made to keep in good standing the supply of Utilities and services;
 6. Any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accounted for the Contractor;
 7. The NCC may, at any time and from time to time, terminate any such receivership by notice in writing to the Contractor and to any such receiver;
 8. The Contractor hereby releases and discharges the NCC and every such receiver from every claim of every nature, whether in damages or not, which may arise or be caused to the Contractor or any Person claiming through or under it by reason or as a result of anything done by the NCC or any successor or assign or anyone for whom the NCC is responsible or by any such receiver under the provisions of this section unless such claim be the direct and proximate result of the dishonesty or gross negligence of the NCC, the receiver or their respective heirs, successors or assigns.

6.22.3 Remedies Generally

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



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Statement of Work

The Eastern Lands

Operations and Maintenance

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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.

This statement of work (SOW) contains detailed specifications, guidelines, best practices and the expression of the NCC's expectations, all based on decades of experience and knowledge. A high level of effective communication and collaboration between the NCC and the Contractor is essential. The Contract contains both fixed-price and when/as needed services. While working with the NCC the Contractor is expected to develop methods that create "mutual win" situations.

Ce document est aussi disponible en français.

2 TERM

This RFP contemplates entering into a Contract having a Term of seven (7) consecutive years beginning April 1, 2024 and ending March 31, 2031. The fixed fees for each Year shall each be subject to an increase of + 2.0% over the previous Year's fees.

3 SCOPE

The Maintenance Management Contract details the provision of Landscape Maintenance, Civil Maintenance, Snow and Ice Control, waste management and cleaning services as well as other related services on NCC sites located within the National Capital Region. The Contract also includes the provision of specialized Maintenance programs, event support and certain reporting obligations. The Contractor will ensure he or she provides the services and achieves the outcomes described in the Contract even though individual tasks may or may not be specifically mentioned or identified but are required to provide the totality of the services requested.

4 CONTEXT

The National Capital Commission (NCC), through its Capital Stewardship Branch (CS Branch), manages the natural and built facilities and assets in the core and urban areas of the Capital, which contributes towards its rich symbolic setting as the seat of national government. The CS Branch manages contracts which provide high quality Maintenance services for the Commission's urban sites as well as summer and winter Maintenance of major federal institutions in the Capital, such as Parliament Hill. Effective Maintenance and lifecycle management is required for

a diverse mix of assets ranging from urban conservation areas, naturalized meadow parkways to heavily used 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 its programs and activities in a manner that minimizes adverse effects on the environment and ideally enhances the environmental resources under its responsibility.

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

5 DEFINITIONS

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

"AC" (All Classes) designates a task and/or operational specification that applies to all classes (see also Class A, B, C, N and SAS).

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

"Additional Services" means any requirements added pursuant to 7.33 and not originally included in the Fixed Fee.

"Annuals" are herbaceous plants lasting for only one growing season. This may include some ornamental grasses.

"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 usually equipped with a locking mechanism.

"Buildings" are structures (some of which are heritage buildings) owned and/or maintained by the NCC. When listed or illustrated on the maps, these structures are included within and constitute an integral part of this Contract.

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

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

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

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

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

“Civil Maintenance” means the provision of all services required to maintain and preserve NCC physical infrastructures such as Roads, Pathways, lights, Fixtures and Furniture, plumbing Systems, etc.

“Class A, B, C and N” designates differing Maintenance quality levels, specifications and expectations. Though each class is defined by the totality of the specifications it contains, generally speaking class A assets are manicured and highly visible, class B assets are heavily used and maintained frequently, class C assets are less visible and used less frequently, class N assets are naturalized or located in naturalized environments. See also **AC** and **SAS**.

“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, plastic coatings, adhesives, irrigation heads, caulking, oils and lubricants, solenoids, hydraulic fluids, fuses, ballasts, light bulbs, cleaning products, connectors, etc.

“Contract” means the contract entered into between the Successful Proponent and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Proponent agrees to perform all of the specific services in accordance with the standards of performance set out in the Subject Matter 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 manage the Contract on behalf of the NCC.

“Contractor” is synonymous with Successful Proponent.

“Daily” unless otherwise indicated, means every day, including weekends and statutory holidays.

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

“Drainage Systems” 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), tile drains, open ditches, subsurface drains, 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 8.12), 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 Additional 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.

“FIP” (signage) means Federal Identity Program signage.

“Fixtures and Furniture” Includes but is 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), tree pit grates, benches, garbage receptacles, picnic tables, animal proof receptacles, flower and tree planters, concrete medallions and courtyard identification markers, signs and bronze site identification plaques located within the boundaries of this Contract and under the ownership of the NCC.

“Force Majeure” see 8.9.18.

“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” Cost of Material and labor described in the RFP and to be provided by the Contractor in accordance with the performance standards contained in this Contract.

“Irrigation System” includes pumps and their associated Components (timers, solenoids, control panels, software, etc.), distribution pipes, valves, etc.

“Landscape Maintenance” means the provision of all services required to Maintain and preserve NCC natural Assets, woody and non-woody plants, turf, trees, shrubs, annuals, bulbs, perennials, ornamental grasses, 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 (see Class A, B, C and N). 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” may be asphalt, stone dust, pit run, quarried limestone, gravel, crushed stone, mulch. Materials may be used in combination at certain locations to offset wet conditions.

“Perennial” is a herbaceous plant which overwinters and persist in the National Capital Region. Cold climate ornamental grasses may also be considered perennials.

“Permanent graffiti” is any marking or damage that cannot be cleaned or removed by conventional means without the risk of permanent damage to the Asset.

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

“Water Systems” Includes the following: decorative and drinking fountains, park/building plumbing, underground/aboveground water and sewer lines, pumps, washroom facilities, etc.

“Preventive Maintenance” means regular Maintenance designed to prevent deterioration or damage from occurring and to repair minor damage or deterioration before environmental conditions cause it to become major, normally performed on a scheduled basis, including without limitation such activities as winter protection, inspections, sanding/repainting, tree

removal and planting, pothole repairs, replacement of broken or defective Components, Consumables, start-up and shutdown of systems, spring clean-up, winterizing, etc.

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

“Request for Proposal” (RFP) means the request for proposal issued by the NCC pursuant to NCC tender file number AL1845.

“Roads” are mostly paved or asphalted, though some short sections may be gravel or crushed stone. Road maintenance is dictated largely by the composition of its surface, i.e., asphalt, gravel, natural, etc.

“SAS” (site or Asset specific) designates Maintenance tasks or specifications that differ from the general classification system and are specific to one or more Assets or sites.

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

“Storm event” is defined as the period of time, from beginning to end, where precipitation of any kind accumulates in a measurable way.

“Snow and Ice Control” means Maintenance required to clear and remove snow and control any ice from all designated Assets, including, but not limited to, roadways and parking lots, sidewalks and building entrance ways, etc.

“Standing offer agreement” (SOA) is an agreement by which a Contractor agrees to supply goods and/or services, as and when 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.

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

“Surface discontinuity” means a vertical discontinuity of 2 cm or more, which creates a step formation or crack in the surface of a sidewalk, Pathway, bridge, Road, etc.

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

“Temporary graffiti” is usually, but not always, water-based and can be removed using methods and tools that will not damage the Asset. Posters and stickers may also be defined as temporary graffiti for the purposes of this Contract.

“Term” means the period of seven (7) consecutive Years beginning April 1, 2024 and ending March 31, 2031.

“Terms and Conditions” means the Contract and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions referring to these Terms and Conditions; unless

otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

“Unit Price/Hourly Rate” means rates for the materials and labour described in the SOA price Annex of the RFP to be provided by the Contractor in conformity with the standards of performance contained in this Contract.

“Variable Operational Requirement” (VOR) is Work that will be requested and preapproved by the NCC as and when required during the Term. The Contractor will invoice the NCC for preapproved VOR services as per the Hourly Rates/Unit Prices in the SOA and as per the Terms and Conditions that may apply to the Work.

“Waste/ Cleaning Operations” includes the pick-up, clean-up and disposal of all organic and inorganic waste (solid and/or liquid), Temporary 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 CONTRACTOR’S RESPONSIBILITIES

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

6.1 BUSINESS PRACTICES

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

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

reflect unfavourably on the Subject Matter or the NCC, or which may confuse, mislead or deceive the public.

6.2 DUTY TO ACT IN GOOD FAITH

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

6.3 CONTRACT BOUNDARIES

The statement of work (SOW) includes the accompanying site maps containing information related to site limits, identification and location of Assets. The Contractor shall provide all services within the geographic boundaries as summarized on the maps. Whenever a limit on a map runs along a natural asset (e.g. cliff, escarpment, etc.), the Contractor's obligation shall extend to that entire Asset. If the limit runs along a shoreline, the Contractor's obligation shall extend to the water's edge wherever it may be at any given time.

7 GENERAL REQUIREMENTS

7.1 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.

7.2 CONTRACT MANAGEMENT OFFICER (CMO)

The NCC shall identify a CMO who shall be the Contractor's principal contact. The CMO shall conduct a formal evaluation twice (2) Yearly. The purpose of these evaluations is to recognize excellence, innovation and to identify areas for improvement.

7.3 INSPECTION RIGHTS

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

7.4 CHANGE OF DATES

The NCC may, at its sole discretion, change deadlines for any operational requirement. The NCC shall notify the Contractor of any changes. The Contractor shall modify his/her work plan accordingly and then provide all services without additional costs while respecting the revised deadlines as determined by the NCC.

7.5 EMERGENCY INTERVENTION SERVICE

The Contractor shall provide 24 hour/7 days a week Emergency Intervention Service. The said Emergency Intervention Service shall include a dedicated telephone line to respond to all emergency situations. The Contractor's 24-hour Emergency Intervention Service must be

a “direct to employee” service. Answering machines or voice mail systems do not constitute a direct response.

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

- 20 minutes onsite response time between 5:00 a.m. and 8:00 p.m.
- 60 minutes onsite response time between 8:00 p.m. and 7:00 a.m.

The telephone number for the Emergency Intervention Service shall remain the same for the duration of the Term of this Contract and shall be given to the NCC Call Centre, to the NCC 24-hour emergency service centre. The Contractor shall be available at all times to answer all emergency telephone calls in both official languages and immediately provide the required emergency services.

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

7.6 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 fulfill the obligations of this Contract are accomplished in a manner that does not compromise public safety. Furthermore, the Contractor shall secure any area within a site that might (or has) become a safety hazard. Any such incident shall be reported immediately to the NCC and to the appropriate emergency services agencies (police, firefighters, etc.).

For further clarity, in all cases where the Contractor observes or is made aware of a deficiency, whether the deficiency is specifically mentioned in the Subject Matter or not, treating the deficiency means immediately taking reasonable steps to protect users, including the execution of Work as may be required by the Subject Matter, alerting users’ attention to the deficiency with signage and/or preventing or limiting access to the area.

7.7 INTERACTION WITH THE PUBLIC

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

7.8 REQUESTS FOR SERVICES FROM THE PUBLIC

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

7.9 MEDIA AND PUBLIC RELATIONS

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

7.10 EMPLOYEES

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 qualification and experience requirements indicated in 8.14 by providing any and all proof of work experience for all employees.

The Contractor shall provide at his/her own cost one orientation session for each Year of the Term (usually in the Spring) for his/her personnel to ensure they are familiar with the Subject Matter and the performance obligations with respect to the Contract. The Contractor shall allow for one representative of the NCC to be present at the orientation session(s). The subject matter to be covered in the sessions must include the following:

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

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

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

Furthermore, the Contractor shall respect all trade certification when required by law. Any work to be performed by the Contractor must be done in accordance with the art of the trade and must follow any and all guidelines, requirements and specifications as set out by such trade. The Contractor will operate in accordance with all Federal, Provincial and Municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.

7.11 DISCREPANCIES

In case of any discrepancy whatsoever between the specifications, the maps or any other sections of this Contract, the part containing the more extensive obligations on the part of the Contractor shall prevail.

7.12 COMMITMENTS MADE IN THE CONTRACTOR'S PROPOSAL

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

7.13 EMERGENCY CLOSURES

The Contractor shall support law enforcement agencies or NCC partners when they may have to implement emergency closures on NCC Lands or Roads. This support includes:

- Set-up and take down of barricades. Barricades are supplied by NCC;
- Knowledge of sites for the closure of additional access points such as Pathways, trails, etc.;
- Assistance in planning detours;
- Installing related signage if required.

7.14 LAND MANAGEMENT

The Contractor shall:

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

7.15 SIGNAGE SUPPLIED BY THE CONTRACTOR

The Contractor covenants and agrees to comply with any regulations, by-laws or policies of the NCC dealing with the provision of signs on lands belonging to the NCC or for which the NCC is responsible. The Contractor shall produce and use only signage that has been approved by the NCC (see 8.16). Throughout the Term, the Contractor shall have and maintain a readily available supply of signs for use in the field by Contractor staff.

7.16 LOST, FOUND AND DONATED ITEMS

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

7.17 SITE ACCESS

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

7.18 LOCKING DEVICES

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

7.19 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.

7.20 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.

7.21 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.

7.22 TRANSITION

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

7.23 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 those 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.

7.24 ARCHAEOLOGICAL DISCOVERIES ON NCC LANDS

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

Parks Canada, the recognized federal authority in archaeology, defines an archaeological site as: "A place or area where tangible evidence of human activity of historical, cultural or scientific interest is or was located in situ on, below or above the ground or lands underwater." It adds that archaeological sites "are valued as points of physical contact with

our past and as sources of knowledge about our history.” Much of Canada’s human history is expressed in archaeological resources, often where little or no other evidence or information exists.

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

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

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

If any archaeological resources or human remains are discovered during Maintenance activities, all work at the location concerned must be halted immediately and the CMO must be notified forthwith. Work shall not be resumed at that location until measures for the protection of those resources or remains have been put in place.

7.25 LAWS, REGULATIONS, BY-LAWS

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

Without limiting the generality of the foregoing, the Contractor shall be registered and comply with all regulations related to Workplace Safety and Insurance Board of Ontario. The NCC reserves the right to terminate this Contract if the Contractor does not have the necessary permits and licenses for the execution of the Work.

The Contractor shall 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.

7.25.1 Environmental Laws

The Contractor shall comply with all applicable federal, provincial and municipal environmental legislation and regulations, including any and all amendments or replacement policies, procedures or best practices. The Contractor shall also apply the guidelines and best practices listed in 8.12 of this Contract.

7.26 SUPPORTING THE EFFORTS OF VOLUNTEER ORGANIZATIONS

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

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

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

7.27 AGREEMENTS WITH INTERESTED PARTIES

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

7.28 USE OF VEHICLES ON PATHWAYS

Contractors are expected to use the smallest and most energy efficient vehicles suitable to the task when accessing the pathway/trail network. As an example; the daily inspection of the pathway network can be completed by a single person using a small electric vehicle.

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

7.29 VEHICLES

The Contractor shall provide all vehicles required to fulfill the contractual obligations of this Contract. This includes any vehicles required for transportation purposes and/or for providing Maintenance services as requested in this Contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, exempt of rust, and shall meet all provincial safety standards. The company name shall be prominently displayed on all road and off-road vehicles (including personal vehicles used on Contract related business). Use of off-road motor vehicles is permitted exclusively to carry out the Contractor's contractual responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf

for recreational purposes or any other purposes not required by this Contract. Off-road vehicles will be used with care and respect for both the natural resources and visitors' desire of a recreational experience in a natural environment.

To the extent possible the Contractor will avoid 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 (electric vehicles, small pick-ups, 4-stroke motors, alternate fuels, etc.).

7.30 STORAGE ON NCC LANDS

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

7.31 MAINTENANCE OF OFFICE & RECORDS

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

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

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

7.32 NCC AUDITORS

The NCC, or the NCC's auditors 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 auditors 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.

If provincial or federal emergency orders prevent the NCC from completing onsite audits, the Contractor shall take the necessary steps, when requested by the NCC or its auditors, to promptly provide all information related to the books and records of the Contractor by electronic or other means.

7.33 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: Commissioners Park; activity: Landscape Maintenance; sub-activity: Turf mowing and trimming).

*A solidus (/) throughout section 7.33 and 7.34 means “and/or” e.g.: site and/or program and/or event, etc.

7.34 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 7.34.4 and 7.34.5. 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 the SOA price Annex (if applicable).

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

The NCC and the Contractor shall arrive at a mutually agreed fee for any alteration based on items one, two and three as 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 8.9.19.18.

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

7.34.1 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.

7.34.2 Re-Allocation

The NCC shall have the right to re-allocate or revise Maintenance activities to be provided herein to other sites, to substitute new sites/ services/activities/sub-activities for deleted sites/services/activities/sub-activities or to revise standards of performance.

7.34.3 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.

7.34.4 Withdrawal of an entire Site/Reporting Unit /Service

The NCC shall use a cost establishment process for the withdrawal of an entire site/reporting unit/service that is different from the one indicated in 7.34 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 8.1. There shall be no negotiation of cost for the withdrawal of an entire site/reporting unit /service/activity/sub-activity.

7.34.5 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 7.34 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.

7.35 VARIABLE OPERATIONAL REQUIREMENTS (VOR)

Some Maintenance tasks can only be determined once the Contractor and the NCC have assessed future needs and requirements. These Variable Operational Requirements (VOR) will be requested and preapproved by the NCC as and when required during the Term. The Contractor will invoice the NCC for VOR as per the Hourly Rates/Unit Prices in the SOA price annex, as per the Subject Matter, up to a cumulative Yearly maximum of one hundred and seventy-five thousand dollars (\$175,000.00) and as per the following general terms and conditions:

- If after careful consideration the NCC determines that an estimate submitted by the Contractor does not reflect fair market prices the NCC may, at its sole discretion, award the Work to other suppliers;
- When Equipment or materials are purchased or rented by the Contractor for the sole purpose of performing VOR which have been requested and approved by the NCC, the Contractor may add a maximum fifteen percent (15%) materials handling charge to the cost of such Equipment and materials. Equipment and Consumables for which the Contractor is responsible by virtue of other sections of this Contract shall not be subject to materials handling charges of any kind.
- Unless preapproved by the NCC, labour costs (including those of any sub-Contractors) shall not be subject to materials handling charges of any kind.
- Billable hours for VOR will begin and end at the work site, wherever that may be within the geographical boundaries of the Contract. Travel time shall not apply unless preapproved by the NCC.

7.36 STANDING OFFER AGREEMENT (SOA)

The NCC intends to award a SOA to the successful Bidder for the provision of Additional Services. The Contractor must provide Hourly Rate/Unit Prices for Maintenance services as indicated in the SOA price Annex. 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 site or activity, these costs will be used as a basis to calculate any increase or savings resulting from either additions, adjustments or deletions from this Contract. The SOA shall be based on the rates provided in the SOA price Annex. The minimal number of hours (usually 3-4 hours) requirement shall not be applicable to the SOA and subsequent call-up purchase orders.

8 OPERATIONS AND MAINTENANCE SPECIFICATIONS

The Contractor agrees to use best practices in compliance with the Terms and Conditions of this Contract and with Applicable laws in effect during the Term. The Contractor agrees to take or have taken, any steps required to fulfill his/her obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully.

The operation and Maintenance specifications in this section are intended to be read and applied in conjunction with the boundary and maintenance class designations included on the maps, the guidelines and best practices (8.12 and 8.13) and the materials specifications (8.15). Together, these documents provide the necessary information for the creation and eventual application of a more detailed Maintenance management plan. The Contractor will ensure he or she provides the services and achieves the outcomes described in the Contract even though individual tasks may or may not be specifically mentioned or identified, but are required to provide the totality of the services requested and meet all of the operational objectives identified. Though certain tasks have been grouped together, such groupings may be arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the SOW and not necessarily to dictate the sequence or extent of Maintenance tasks.

Where tasks can be objectively described, quantified and scheduled with a degree of accuracy, they are presented in the following grid format.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR / BOV	Materials	Labour Main d'oeuvre
Landscape	Turf		Aeration	B	PTO driven reciprocating aerator or drum aerator, minimum depth of 5 cm. Tine type to be determined by NCC	Alleviate Compaction. Enhanced water and fertilizer uptake. Reduced water runoff and puddling.	Twice (2) Yearly			
Landscape	Turf		Cutting and trimming	B	Cut to 8 cm before it reaches 10 cm	Well maintained lawn or ground cover. Most turf area is at medium density.	As necessary			
Landscape	Turf	Naturalized meadow	Cutting and trimming	C	Cut to 15 cm, not to be done before August 28.	Naturalized meadow with tall grass and some weeds.	Once (1) Yearly			

Where it is not practical or possible to describe task(s) objectively, desired outcomes are provided in point-form.

7.3.4.3.1 Drinking Fountains

- Every spring before System activation and as soon as weather permits, the Contractor shall perform Preventive Maintenance;
- Monitor performance and Maintain as necessary during the season;
- Clean basin, nozzle and stand Daily and as necessary;
- Every fall, drinking fountains should be Maintained and prepared for winter. The Contractor shall provide and cover fountains with wooden boxes and remove in spring;
- Drinking water fountains must be disinfected with 6% bleach and rinsed with water to ensure contamination does not occur at the spigot.

Variable Operational Requirements (see 7.35) are identified in the right-hand columns (example below). VOR's are tasks where all or part of the eventual costs (materials and/or labour) are to be invoiced to the NCC as and when required, subject to the Hourly rates/Unit prices in the SOA that will form part of the Contract. Unless identified as a VOR, all labour and/or materials shall form part of the all-inclusive lump sum Contract price.

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Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main
Turf		Overseeding	B	CMO and Contractor to determine seed composition and application rate. Seed applied with mechanical seeder such as silt or pneumatic seeders.	Increase lawn density and repair damage from operational and recreational traffic.	Once (1) Yearly	•	•	•

8.1 LANDSCAPE MAINTENANCE

Within the geographic boundaries of this Contract, the NCC no longer allows the use of gas-powered leaf-blowers, brush cutters, edge trimmers and small chainsaws. Battery-powered equivalents must be used.

8.1.1 Safety and Clearance Pruning

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	All Asset groups		Safety and clearance pruning	AC	Per ISA Best Management Practices. Remove/prune encroaching vegetation (on curb, between curb and asphalt: (i) 1.5 m width on each side of all Roads and parking lots; (ii) 5 m over all Road and parking lots; 1.5 m width on each side and 3 m over all walkways, Pathways, sidewalks, steps and trails, (iii) which obstructs visibility of recreational or vehicular traffic, visibility of signs and signage, and interferes with or obscures light globes.	Maintain Safety and Clearance standards at all times. Remove hazards including fallen trees or branches. Work shall be performed within a time frame which is appropriate given the nature of the risk each specific tree represents. Branches, trees which represent an obvious and immediate danger to persons or property must be secured immediately and pruned/trimmed within 24 hours.	Once (1) Yearly			

8.1.2 Removal of Undesirable Plants

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	All asset groups		Undesirable plant removal	AC	Contractor shall remove undesirable plant material as directed by the CMO.	Undesirable plant removal is in addition to, not instead of, other regularly scheduled weeding tasks described elsewhere in the Contract. The Contractor shall provide services and materials necessary to safely execute the removal and disposal of the undesirable plants. Examples of undesirable plants are Dog Strangling Vine, Buckthorn, Wild Parsnip, etc.	As directed	●	●	●

8.1.3 Soil Tests

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
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Landscape	All asset groups		Soil tests	AC	The Contractor shall perform soil tests where and when requested by the CMO. Results will inform joint decisions made by the CMO and the Contractor on soil amendment and fertilizing requirements.		As directed	●	●	●
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8.1.4 Turf

Includes all plant and ground covers present in turf areas located within the boundaries of this Contract.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Turf		Aeration	SAS	PTO driven reciprocating aerator or drum aerator, minimum depth of 5 cm. Tine type to be determined by CMO.	Applicable only to the Class B turf at the following sites: the Rockeries, Rockliffe Park and the Diplomatic Precinct.	Twice (2) per Year			
Landscape	Turf		Aeration	A	PTO driven reciprocating aerator, minimum depth of 7 cm. Tine type to be determined by CMO.	Alleviate Compaction. Enhanced water and fertilizer uptake. Reduced water runoff and puddling.	Twice (2) per Year			
Landscape	Turf	Forested	Cutting and trimming	B	Cut to 8 cm before it reaches 10 cm	Well maintained lawn or ground cover in an area with a significant number of mature trees. Most turf area is at medium density.	As necessary			
Landscape	Turf	Forested	Cutting and trimming	C	<u>After</u> September 15, cut to 45 cm.	Naturalized meadow with tall grass, some weeds and a significant number of trees. Pollinators can benefit from having access to wildflowers until the fall. This is a critical period for them to gain resources for migration and/or for overwintering.	Once (1) Yearly			
Landscape	Turf	Naturalized meadow	Cutting and trimming	C	<u>After</u> September 15, cut to 45 cm.	Naturalized meadow with tall grass and some weeds. Pollinators can benefit from having access to wildflowers until the fall. This is a critical period for them to gain resources for migration and/or for overwintering.	Once (1) Yearly			
Landscape	Turf		Cutting and trimming	A	Cut to 6 cm before it reaches 8 cm	Manicured lawn. All turf area is at maximum density.	As necessary			
Landscape	Turf		Cutting and trimming	B	Cut to 8 cm before it reaches 10 cm	Well maintained lawn or ground cover. Most turf area is at medium density.	As necessary			
Landscape	Turf	Wildflowers and bulbs	Deadheading, cutting back, pinching	B	Following bloom, bulbs that remain in the turf area are to have the flowers and stalks removed. Cut foliage back to ground after majority (90%) has wilted and died back.		As necessary			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Turf	Forested	Fertilizing	B	Apply surface fertilizer (granular or liquid). CMO and Contractor to determine fertilizer formula and application rate.		Twice (2) per Year	●	●	
Landscape	Turf		Fertilizing	A	Apply surface fertilizer (granular or liquid). CMO and Contractor to determine formula required.		Three (3) times per Year	●	●	
Landscape	Turf		Fertilizing	B	Apply surface fertilizer (granular or liquid). CMO and Contractor to determine fertilizer formula and application rate.		Twice (2) per Year	●	●	
Landscape	Turf		Top dressing and seeding	B	2m on either side of pathways and roadways, noticeable bare spots, dead or yellowed turf which exceeds 20 cm in diameter.	Increase lawn density and repair seasonal or operational damage.	As directed	●	●	●
Landscape	Turf		Top dressing and seeding	A	1m on either side of pathways and roadways, noticeable bare spots, dead or yellowed turf which exceeds 15 cm in diameter.	Repair winter and summer damage.	Twice (2) per Year	●	●	

8.1.5 Planters

There are two (2) urn-shaped planters at the entrance of the Laurier House. See <https://parks.canada.ca/lhn-nhs/on/laurier>. Each contains a variety of annuals. Regular attention and interventions by experienced gardeners are required to encourage optimal growth and flowering.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Planters	Laurier House	Annuals	SAS	Purchase, transport and plant annuals in the two (2) urn-shaped planters at the entrance of Laurier House. Floral design and plant list to be supplied by the CMO.		Once (1) Yearly	●	●	
Landscape	Planters	Laurier House	Deadheading, cutting back, pinching	SAS	Remove spent flowers to extend bloom. Pinch stems as required to promote increased bloom and plant sturdiness.		As necessary			
Landscape	Planters	Laurier House	Fertilizing	SAS	Begin fertilizer program immediately after installation of floral planters and throughout the growing season. Water-soluble fertilizers shall be applied to floral planters on a weekly basis.	Ensure planting medium is moist before applying any fertilizer.	Once (1) weekly			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Planters	Laurier House	Inspect and report	SAS	All floral planters must receive daily visits to monitor overall plant health and verify moisture levels. The Contractor shall log all daily Maintenance activities.	The Contractor shall provide any intervention required according to best horticultural practices to maintain floral displays at an outstanding health and appearance.	Once (1) Daily			
Landscape	Planters	Laurier House	Removals	SAS	At the end of the annual cycle, remove and dispose of annuals and soil. Plastic inner liners are washed and disinfected and then returned to the NCC Warehouse.		Once (1) Yearly			
Landscape	Planters	Laurier House	Remove debris	SAS	Remove and dispose of any accumulated organic debris.	All weeds and debris are removed, soil kept loose and friable.	Once (1) weekly			
Landscape	Planters	Laurier House	Watering	SAS	Each planter must receive sufficient water to maintain ongoing soil saturation. A gentle "shower nozzle" and low water pressure shall be used to minimize damage to plants and soil displacement during watering. Water shall be applied to the root zone; planting medium to be saturated (water to exit bottom of container during watering). Ensure that the full depth of planters is thoroughly irrigated to provide sufficient water to deep-rooted plants.	It is essential that the Contractor be prepared to respond immediately to changing environmental conditions by practicing good watering regimens specific to containerized plants. The use of softened water is not permitted (it contains dissolved salts that are toxic to plants). Do not over-water. Adjust watering schedule to wet and dry conditions.	As necessary			

8.1.6 Beds – Mixed

Mixed beds contain combinations of annuals, perennials and shrubs. Plants in these beds are generally hardier and easier to maintain.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Beds	Mixed	Compost application	B	Purchase, transport and apply as directed by CMO. Compost blended into the soil surface.	Improve soil structure and/or fertility. Retains moisture, deters undesirable vegetation and prevents erosion.	As directed	●	●	●
Landscape	Beds	Mixed	Edging	B	Bed edges are cut to the full depth of an edging iron (10 cm depth), at a 90° angle.	Done concurrently when weeding and Maintaining beds.	Once (1) every two (2) weeks			
Landscape	Beds	Mixed	Fertilizing	B	Apply surface fertilizer (granular or liquid). CMO and Contractor to determine formula required.		As necessary	●	●	●

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Beds	Mixed	Mulching	B	Mulch beds to a depth of 50mm. Maintain a minimum of 15 cm from tree/shrub trunk.	Retains moisture, deters undesirable vegetation and prevents erosion.	As directed	●	●	●
Landscape	Beds	Mixed	Pruning and hedging	B	Per ISA Best Management Practices. The CMO shall approve the methods and timing of all shrub pruning. Techniques include removal of dead branches on specimen shrubs, shearing, trimming, etc. Appropriate tools include hedge trimmers, shears, bypass loppers, pruning saws, etc.	To maintain the appearance and the growth habit of a woody plant and its development and health. This includes controlling size, rejuvenating, removing dead branches, trimming hedges, candling, etc., for both deciduous and coniferous shrubs. All shrub pruning must be done in a way that maintains the natural growth habit of the plant.	Once (1) Yearly			
Landscape	Beds	Mixed	Remove debris	B	Remove and dispose of any accumulated organic debris.		Once (1) every two (2) weeks			
Landscape	Beds	Mixed	Weeding and cultivating	B	Weed bed by removing all undesirable plant material. Rogue, thin and/or selectively remove species which begin to out compete other desirable plants. Minimize foot traffic in bed during maintenance to prevent soil compaction. Cultivate bed after weeding is completed.	All weeds and debris are removed, soil kept loose and friable borders are clearly defined and edged.	Once (1) every two (2) weeks			
Landscape	Beds	Mixed	Winter protection	B	Contractor and CMO to evaluate specific winter protection needs for plant material. Materials and labour to be invoiced as and when required.		Twice (2) per Year	●	●	●
Landscape	Beds	Mixed	Winter protection - snow fencing	B	Install and remove wooden snow fencing around perimeter of floral beds and planters. Sides close to roads to be covered with protective cloth. Fence and protective cloth to be approved by the NCC.		Twice (2) per Year			

8.1.7 Beds – Shrub

Shrub beds contain a mixture of deciduous and coniferous shrubs.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Beds	Shrubs	Compost application	B	Purchase, transport and apply as directed by CMO. Compost blended into the soil surface.	Improve soil structure and/or fertility. Retains moisture, deters undesirable vegetation and prevents erosion.	As directed	●	●	●

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Beds	Shrubs	Edging	B	Bed edges are cut to the full depth of an edging iron (10 cm depth), at a 90° angle.	Done concurrently when weeding and Maintaining beds.	Once (1) every two (2) weeks			
Landscape	Beds	Shrubs	Fertilizing	B	Apply surface fertilizer (granular or liquid). CMO and Contractor to determine formula required.		As directed	●	●	●
Landscape	Beds	Shrubs	Mulching	B	Mulch beds to a depth of 50mm. Maintain a minimum of 15 cm from shrub trunk.	Retains moisture, deters undesirable vegetation and prevents erosion.	As directed	●	●	●
Landscape	Beds	Shrubs	Pruning and hedging	B	Per ISA Best Management Practices. The CMO shall approve the methods and timing of all shrub pruning. Techniques include removal of dead branches on specimen shrubs, shearing, trimming, etc. Appropriate tools include hedge trimmers, shears, bypass loppers, pruning saws, etc.	To maintain the appearance and the growth habit of a woody plant and its development and health. This includes controlling size, rejuvenating, removing dead branches, trimming hedges, candling, etc., for both deciduous and coniferous shrubs. All shrub pruning must be done in a way that maintains the natural growth habit of the plant.	Once (1) Yearly			
Landscape	Beds	Shrubs	Removals	B	Contractor shall remove all dead, dying, heavily damaged, diseased and/or insect infested plants on an ongoing basis. The CMO shall approve all removals.		As directed			
Landscape	Beds	Shrubs	Remove debris	B	Remove and dispose of any accumulated organic debris.		Once (1) every two (2) weeks			
Landscape	Beds	Shrubs	Weeding and cultivating	B	Weed bed by removing all undesirable plant material. Thin and/or selectively remove species which begin to out compete other desirable plants. Minimize foot traffic in bed during maintenance to prevent soil compaction. Cultivate bed after weeding is completed.	All weeds and debris are removed, soil kept loose and friable borders are clearly defined and edged.	Once (1) every two (2) weeks			
Landscape	Beds	Shrubs	Winter protection	B	Contractor and CMO to evaluate specific winter protection needs for plant material.		Twice (2) per Year	●	●	●
Landscape	Beds	Shrubs	Winter protection - snow fencing	B	Install and remove wooden snow fencing around perimeter of floral beds and planters. Sides close to roads to be covered with protective cloth. Fence and protective cloth to be approved by the NCC.		Twice (2) per Year			

8.1.8 Beds and Saucers

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Beds	Saucer shaped	Edging	B	Bed edges are cut to the full depth of an edging iron (10 cm depth), at a 90° angle.	Done concurrently when weeding and Maintaining saucers.	Once (1) every two (2) weeks			
Landscape	Beds	Saucer shaped	Weeding and cultivating	AC	Weed saucers by removing all undesirable plant material. Minimize foot traffic in saucer during maintenance to prevent soil compaction. Cultivate saucer after weeding is completed.	All weeds and debris are removed, soil kept loose and friable borders are clearly defined and edged.	Once (1) every two (2) weeks			

8.1.9 Trees and Tree Stands

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Trees	Saucer shaped	Mulching	B	Mulch saucers to a depth of 50mm. Maintain a minimum of 15 cm from tree trunk.	Retains moisture, deters undesirable vegetation and prevents erosion.	As directed	●	●	●
Landscape	Tree stands		Removals	AC	Contractor shall remove dead or dangerous trees within the geographic boundaries of the contract. The CMO shall approve all removals.		As directed	●	●	●
Landscape	Trees		Removals	AC	Contractor shall remove dead or dangerous trees within the geographic boundaries of the contract. The CMO shall approve all removals.		As directed	●	●	●
Landscape	Trees		Small animal control	AC	Provide, install and adjust (as necessary) wire mesh around vulnerable trees.	Protect vulnerable trees from rodent damage.	As necessary			
Landscape	Trees		Stumping	AC	When directed by CMO, grind the stump to a depth of 15cm below existing grade, or as necessary in order to ensure the eventual backfilled level matches the existing surrounding soil level.	When determining if stumping is necessary in Class C, the NCC will consider the following; Does the stump pose a safety risk or tripping hazard and/or does the stump interfere with Maintenance operations.	As directed	●	●	●
Landscape	Trees		Tree Maintenance	AC	Tree Maintenance Work includes, but is not limited to, crown cleaning and thinning, crown lifting, structural pruning, bracing and cabling, root pruning, vertical mulching, trunk injections, deep root fertilization, etc.	Work to be executed per ISA Best Management Practices.	As directed	●	●	●

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	Trees		Winter protection	AC	Contractor and CMO to evaluate specific winter protection needs for plant material.		As directed	●	●	●

8.1.10 Pests, Insects, Disease and Small Animal Control

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Landscape	All Asset groups		Insect control	AC	Remove all wasp and hornet nests posing a risk to the public. Remove only once approved by the CMO. Barricades and signage may be required in order to keep the public away from the area until the assessment has been completed.	Due to the decline in bee populations, an assessment will be done by the NCC in order to determine the level of risk to the public before determining if a hive should be removed.	As necessary			
Landscape	All Asset groups		Pest and disease control	AC	As part of regular maintenance, inspect and report any instance of pests or disease on plant material. Contractor and CMO to determine appropriate measures to take.		As directed	●	●	●
Landscape	All Asset groups		Pest and disease control	AC	Pesticides are to be used only after obtaining approval from the CMO.	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.	As directed	●	●	●
Landscape	All Asset groups		Small animal control	AC	Remove only once approved by the CMO. Capture and remove any small animals (groundhogs, squirrels, rodents, etc.) causing property damage. If directed to do so, the Contractor shall supply professional wildlife animal removal and pest control services to capture and remove small animals causing property damage.		As directed	●	●	●

8.2 CIVIL MAINTENANCE

The Contractor shall report the condition of the NCC's civil Assets on an ongoing basis. Deficiencies, observed or anticipated, will be reported to the CMO. The Contractor shall execute civil Maintenance as described in this section and as may be referred to in other sections. The NCC shall be responsible for the remaining civil Maintenance work not assigned to the Contractor. Civil Assets include, but are not limited to Roads and parking lots, Pathways, hard surfaces, retaining walls, steps, culverts, Fixtures and Furniture, electrical Systems, water Systems, NCC buildings and shelters, etc.

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 immediate, permanent, or temporary repairs (as may be required by the Subject Matter) and alerting users to the deficiency or Surface discontinuity by preventing access to the area.

8.2.1 Buildings

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

8.2.1.1 Exterior Surfaces and Finishes

- The Contractor shall report and document structural damage or deterioration to the NCC such as, but not limited to, surface crack, spalling or scaling areas, exposed reinforcing, rusted, corroded or unprotected metal surfaces, etc.;
- Ensure a clean, neat and aesthetic appearance;
- Paint or stain all outdoor surfaces requiring painting once (1) every three (3) years starting with the first year of the Contract Term. The CMO and the Contractor will jointly determine which surfaces require painting;
- Operate, inspect and provide general repairs to exterior lighting fixtures, plumbing, switches, outlets, etc.;
- Remove spider webs from windows, exterior ceilings, light fixtures, under roofs and eaves, etc.
- Ensure buildings and structures are safe for public use.

8.2.1.2 Interior Surfaces and Finishes

- The Contractor shall report and document structural damage or deterioration to the NCC;
- Inspect, clean and repair floor coverings, counter tops, trim, floor registers, etc.;
- Ensure a clean, neat and aesthetic appearance;
- Paint all indoor surfaces requiring painting once (1) every three (3) years starting with the first year of the Contract Term. The CMO and the Contractor will jointly determine which surfaces require painting;
- Operate, inspect and provide general repairs to interior lighting fixtures, plumbing, switches, outlets, etc.;
- Ensure buildings and structures are safe for public use.

8.2.2 Roads, Parking Lots, Pathways, Sidewalks, Steps, bridges

8.2.2.1 Common to All Surfaces

- Remove 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.);
- Report and secure as necessary any deficiencies (e.g. spalling or scaling areas, chipped or broken pieces, vertical or lateral settlement between slabs, joints larger than 3 mm in width, Surface Discontinuities, masonry units with surface damage, distortions in height/depth over a distance of 3 m, etc.).

8.2.2.2 Bridges

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Bridges	Pedestrian bridges	Clean and Maintain	SAS	Repair or replace loose, warped, sagging or split boards. Unless otherwise indicated by the NCC, wood components must be replaced with the same material and dimensions. Protruding nail and screw heads must be reset flush with the surface. Handrails (where they exist) must be inspected and repaired as needed to eliminate jagged edges or splinters.	Pedestrian bridge decks are wood, or composite materials, aluminum or metal, on a metal or aluminum sub-structure. If the bridge decking is made of a composite material, or aluminum or metal, the NCC will supply deck Components to the Contractor.	As necessary	●	●	●
Cleaning	Bridges	Pedestrian bridges	Clean and Maintain	SAS	Ensure bridges remain free of debris. Ensure a smooth surface transition onto all footbridges. Correct any Surface Discontinuities by adding additional Material if required.	Load restrictions may apply to certain bridges. Contractors must consult CMOs before driving vehicles of any kind on bridges primarily designed for use by pedestrians.	As necessary			
Cleaning	Bridges	Asphalt	Sweeping and flushing hard surfaces	SAS	Remove all sand, debris and salt accumulations on bridge deck (sweep/wash). 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. Inspect and report any other anomalies or deficiencies to NCC.	Twice (2) per Year			

8.2.2.3 Asphalt

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Sidewalks and walkways	Asphalt	Inspect and report	AC	Asphalt surfaces identified on the Contract maps are to be inspected daily. Deficiencies and Work performed shall be noted and reported to the CMO.		Once (1) daily			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Sidewalks and walkways	Asphalt	Pothole repair	AC	The Contractor shall repair cracks and potholes of up to 0.5 square meters in area and up to 100 mm in depth. The Contractor shall remove all loose material from the hole and tack coat the hole and the surrounding area to 0.15 m outside of the broken area. The patching material shall be placed and compacted in the hole such that the completed patch provides a hard, stable surface which does not rut or otherwise distort under traffic loading and provides a smooth transition to the surrounding pavement surface.	Except crack and pothole repairs, all other repairs to asphalt surfaces are excluded from this Contract.	As necessary			
Civil	Roadways and Parking lots	Asphalt	Inspect and report	AC	Asphalt surfaces identified on the Contract maps are to be inspected daily. Deficiencies and Work performed shall be noted and reported to the CMO.		Once (1) daily			
Civil	Roadways and Parking lots	Asphalt	Pothole repair	AC	The Contractor shall repair cracks and potholes of up to 0.5 square meters in area and up to 100 mm in depth. The Contractor shall remove all loose material from the hole and tack coat the hole and the surrounding area to 0.15 m outside of the broken area. The patching material shall be placed and compacted in the hole such that the completed patch provides a hard, stable surface which does not rut or otherwise distort under traffic loading and provides a smooth transition to the surrounding pavement surface.	Except crack and pothole repairs, all other repairs to asphalt surfaces are excluded from this Contract.	As necessary			

8.2.2.4 Concrete and Masonry Surfaces

Concrete and masonry surfaces include, but are not limited to gutters, curbs, decorative edging (granite, stone), concrete steps, exposed aggregate, granite sets, retaining walls, etc. The Contractor shall repair and patch concrete surfaces in a way that preserves and extends the lifecycle of the Asset.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Roadways and Parking lots	Concrete and masonry	Inspect, clean and Maintain	AC	Assess report and repair damage to concrete and masonry curbs, gutters, steps, etc.		As directed	●	●	●

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8.2.2.5 Pavers

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Hard surfaces	Pavers	Clean and Maintain	B	Sweep stone dust or sand as directed by CMO within joints of pavers or other paving surfaces to ensure joints are filled flush with the top of the paver surface. Re-set loose or uneven Components as necessary. Correct Surface Discontinuities.	"Pavers" means any hard surface made up of interlocks, flag stones, cobblestones, patio stones, granite pavers, etc.	Once (1) Yearly			

8.2.2.6 Natural Surfaces

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Pathways	Natural surfaces	Inspect, clean and Maintain	AC	Within 24 hours following a Storm Event the Contractor shall correct potholes, bumps, washouts, depressions or corrugations greater than 1 cm in depth.	Ensure uniformity and smoothness. Add new Material as necessary and approved.	As necessary	●	●	
Civil	Pathways	Natural surfaces	Inspect, report and Maintain	AC	During the spring, summer and fall seasons, remove/compact loose surface, repair ruts, water ponding and washouts, control dust. Remove surface rocks greater than the diameter of the surface material.	All pathways must be inspected and observations recorded.	Once (1) daily			
Civil	Pathways	Natural surfaces	Spring cleaning and Maintenance	AC	Each spring, grade and re-grade, compact and correct any soft spots, depressions, etc. Ensure uniformity and smoothness.		Once (1) Yearly			
Civil	Pathways	Natural surfaces	Supply and handling of materials	AC	The Contractor shall supply gravel, granular or stone dust when/as necessary and approved by the NCC.	Ensure uniformity and smoothness. Add new Material as necessary and approved.	As necessary	●	●	

8.2.3 Electrical Systems and Components

Includes all visible electrical infrastructure downstream of the Ottawa Hydro electrical meter or demarcation point on the Lands and in NCC buildings within the geographical limits of the Contract including, but not limited to; electrical distribution points (enclosures, distribution boxes, electrical panels, Buildings, rooms, Bollards, kiosks, etc.), breakers, photocells, timers, etc.; aboveground electrical conduits; light standards (e.g. bases, posts, arms, power outlets, switches, fuses, fixtures, bulbs, and protective fixture casing); and other electrical items (e.g. pedestrian activated crosswalk Systems, cords, boxes, alarms, heating and ventilation systems, pumps, etc.).

8.2.3.1 Common to All Electrical Systems and Components

- With the exception of Capital Work and specialized Work requiring the services of a licensed electrician, the Contractor shall perform Preventive Maintenance and any Work that may be necessary to extend the lifecycle and ensure the safe operation of the NCC electrical System and its Components;
- When a problem or fault is detected, reported or observed, the Contractor shall perform Work required by the Subject Matter. If the problem persists, the Contractor shall take reasonable measures to trace the fault(s) in order to report the suspected cause to the CMO. Such reasonable measures may include but are not limited to, changing bulbs, resetting or changing breakers, replacing fuses, performing simple diagnostic tests to identify and isolate circuit breaks, ground fault interruptions, etc. When the services of an electrician (or other certified technician) are required, the Contractor may be asked to meet onsite with the electrician to give access and pass on details about the faults, observations, measures taken, test results, etc.;
- Report observed deficiencies immediately to the CMO.

8.2.3.2 Electrical Distribution Points

Electrical distribution points are enclosures meant to house and protect electrical panels, meters and other related electrical distribution equipment. The enclosures may be in dedicated rooms housed in buildings, in purpose-built buildings, small kiosks, pedestals, bollards, lamp posts, etc.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Electrical Systems	Distribution points	Inspect, clean and Maintain	AC	When inspected, access hatches at the base of lamp posts must be cleaned (vacuumed), repair and seal obvious enclosure leaks, repair or replace gaskets, seal with outdoor rated silicon, etc.	Ensure enclosures are clean and safe. Ensure enclosures properly shelter and protect electrical Systems.	Once (1) Yearly			
Civil	Electrical Systems	Distribution points	Inspect, clean and Maintain	AC	Repair and seal obvious enclosure leaks, repair or replace gaskets, seal with outdoor rated silicon, etc. Clean and lubricate all locking mechanisms, door hinges, etc. Ensure good ventilation around motors and transformers by removing non-electrical equipment that may be stored in the electrical room/enclosure/kiosk. Clean, vacuum, remove waste and debris.	Ensure enclosures are clean and safe. Ensure enclosures properly shelter and protect electrical Systems.	Once (1) Yearly			
Civil	Electrical Systems	Distribution points	Paint and/or stain	AC	Paint all indoor and outdoor surfaces. The CMO and Contractor will jointly determine which enclosures require painting.	Most enclosures are painted every two (2) years.	As directed			

8.2.3.3 Streetlights, Pathway lights, pedestrian crosswalks and exterior lighting fixtures

Burned out lights are to be replaced within eight (8) hours from the time they are reported.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Electrical Systems	Lighting	Inspect, report and Maintain	AC	Inspect all lighting fixtures. Clean globes and lenses as required. Replace globes and lenses as required.	The NCC shall supply globes and lenses.	Twice (2) monthly			
Civil	Electrical Systems	Lighting	Inspect, report and Maintain	AC	Inspect all lighting fixtures. Replace burned-bulbs. If the problem is not solved after bulb replacement, see 8.2.3.1.	The report shall indicate the inspection date, inspector name, description of deficiency, corrective measures take, indicate location on a map, etc.	Twice (2) monthly			
Civil	Electrical Systems	Pedestrian activated crosswalks	Inspect, report and Maintain	AC	When a problem is observed or reported, reset system at control panel. If problem persists, see 8.2.3.1.		As necessary			

8.2.3.4 Timers and Photocells

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Electrical Systems	Timers and photocells	Inspect and report	AC	Adjust timers seasonally or as necessary. Clean and Maintain lenses and optical detectors.		As necessary			

8.2.3.5 Line locates

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Electrical Systems		Line locates	B	The Contractor shall perform line locates when requested by the NCC.	The vast majority of line locate requests precede construction projects or the installation of tents for event purposes.	As necessary			

8.2.4 Drainage Systems

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), tile drains, open ditches, subsurface drains, etc.

8.2.4.1 Common to all drainage Systems

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems		Inspect and report	AC	Inspect and report damages and/or any Replacement required to any Component of the drainage System. Deficiencies reported, observed or anticipated, are to be immediately secured, corrected as per the Subject Matter and reported to the CMO.		As necessary			

8.2.4.2 Catch Basins, Grate Covers and Frames

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems	Catch basins	Inspect, clean and Maintain	B	Annually in spring, no later than May 30th each Year of the Term, remove sediment, decaying debris, and standing water from catch basins.	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.	Once (1) Yearly			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems	Storm sewer grate covers and frames	Inspect, clean and Maintain	B	Annually in spring, no later than May 30th each Year of the Term, clean the seat of the grate and replace with slots at right angles to the curb, where that is possible. 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 secured and reported. Inspect surrounding area for signs of erosion or undercutting.	To ensure unobstructed water flow and safety, grates and frames must be securely in place at all times and kept free of litter, debris and obstructions.	Once (1) Yearly			

8.2.4.3 Year-round Flood Control

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.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems		Flood control	AC	At least 30 days before the spring thaw, clear drainage channels that are blocked with snow. Clear ice, snow and debris away from drain openings. Cut openings in snowbanks to allow water to drain.		As necessary			
Civil	Drainage Systems		Flood control	AC	Flooding, observed or anticipated, is to be immediately reported to the CMO. Provide flood control services when required during or after Storm events, or in case of water main failures. Obstructions that may cause water accumulation in any drainage System are removed within 24 hours.	When and where necessary, take measures to prevent or mitigate the damaging effects of erosion and flooding.	As necessary			

8.2.4.4 Line Locates

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems		Line locates	B	Provide line locates within 24 hours of request from the NCC.	The vast majority of line locate requests precede construction projects or the installation of tents for event purposes.	As necessary			

8.2.4.5 Ditches and Culverts

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

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems	Culverts	Clean and Maintain	B	Adjust culvert elevation in comparison to flow line of drainage channel. Remove material or accumulated debris from inside culvert. Keep ends of culverts free of snow and ice.		As necessary			
Civil	Drainage Systems	Ditches	Clean and Maintain	B	Ditch grade lines are uniform and constant in slope. Water ponding or erosion in ditches or culverts is corrected. Ensure water flow in ditches is not constricted in any way. Empty clean-outs, especially at culverts inlets and outlets to ensure sedimentation does not restrict water flow.	This work should be performed during dry months.	As necessary			

8.2.5 Water Distribution Systems

Water distribution Systems include but are not limited to, pumps, intakes, pipes, gaskets, sprinklers, nozzles, wheel-moves, pivot Systems, trickle irrigation Systems, faucets, urinals, toilets, water fountains, decorative fountain Systems, indoor or outdoor water distribution Systems, etc. To operate and maintain the NCC's water Systems, the Contractor shall execute Work as any responsible owner would. Though specific tasks may be mentioned here and elsewhere, the lists provided are not exhaustive and should not exclude Maintenance that may be recommended by Component manufacturers or dictated by circumstances or environmental conditions. The lists are meant to facilitate the drafting of the SOW and not necessarily to dictate the extent or sequence of the Work.

8.2.5.1 Common to All Water System Components

The Contractor shall;

- With the exception of Capital Work, perform Preventive Maintenance and any Work that may be necessary to extend the lifecycle and ensure the safe operation of the NCC water distribution System;
- Inspect in spring, clean, repair, Maintain, winterize and protect all Components;
- Provide immediate emergency repair services, whether the emergency is the result of vandalism, accidents or failure from the natural aging of System Components. Water Systems are repaired within eight (8) hours from the time they are reported;
- Ensure all Systems and Components are Maintained according to applicable codes, regulations and preventive Maintenance programs.

8.2.5.2 Line Locates

Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Water distribution Systems		Line locates	B	The Contractor shall perform line locates when requested by the NCC.	The vast majority of line locate requests precede construction projects or the installation of tents for event purposes.	As necessary			

8.2.5.3 Pumps

- Every spring before System activation and as soon as weather permits, the Contractor shall perform Preventive Maintenance to all pumps;
- Monitor performance and Maintain as necessary during the season;
- Every fall, pumps should be Maintained and prepared for winter.

8.2.5.4 Pipes and Distribution Systems

- Every spring before System activation and as soon as weather permits, the Contractor shall perform Preventive Maintenance;
- Monitor performance and Maintain as necessary during the season;
- Every fall, pipes and gaskets should be Maintained and prepared for winter.

8.2.5.5 Drinking Fountains

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Water distribution Systems	Drinking fountains	Clean and Maintain	SAS	Monitor performance and Maintain as necessary during the season. Clean basin, nozzle and stand as necessary.	Drinking water fountains must be disinfected with 6% bleach and rinsed with water to ensure contamination does not occur.	Once (1) daily			
Civil	Water distribution Systems	Drinking fountains	Inspect and report	SAS	The Contractor shall test drinking water for quality once (1) in the spring and once (1) in July. Provide the NCC with a written report of the results. If a water quality result is below standards, the Contractor will be required to close as quickly as possible the source(s) of water that is/are non-compliant. The Contractor shall supply and install "Non-potable water" signage (see 8.16) at each water outlet until test results indicate the water meets all applicable standards.		Twice (2) per Year			
Civil	Water distribution Systems	Drinking fountains	Post-winter operations	SAS	Every spring before System activation and as soon as weather permits, the Contractor shall remove the wooden covers, perform Preventive Maintenance, clean and prepare the drinking fountain.	Drinking water fountains must be disinfected with 6% bleach and rinsed with water to ensure contamination does not occur.	Once (1) Yearly			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Water distribution Systems	Drinking fountains	Pre-winter operations	SAS	Every fall, prepare drinking fountains for winter by performing necessary Maintenance, shutting off the water and covering the fountain with a wooden box (supplied by the Contractor).		Once (1) Yearly			

8.2.5.6 Decorative Fountains

- Every spring before System activation and as soon as weather permits, the Contractor shall perform Preventive Maintenance;
- Monitor performance and Maintain as necessary during the season. This includes, but is not limited to, treating the water to control algae growth, recovering coins from the fountain every week, report and repair damaged or deteriorated concrete surfaces, weekly Cleaning of the basin, nozzles and Components, verify weekly oil level (add oil if required) and general operation of the pump, inspect the motor control panel, regularly clean the float mounted light kits and the aeration diffusers, replace bulbs, remove debris from the screen intakes, reset timer controls, reset anchors for floating Components, make adjustments to pressure lines, etc.;
- Every fall, Maintain and prepare for winter.

8.2.5.7 Irrigation Systems

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Irrigation Systems	Irrigation lines	Inspect, report and Maintain	SAS	Monitor performance and immediately repair problems or failures which occur to Components downstream of the pump(s) and the control System(s).	Provide immediate emergency repair services, whether the emergency is the result of vandalism, accidents or failure from the natural aging of System Components.	As directed	●	●	●
Civil	Irrigation Systems	Sprinkler heads	Operate and Maintain	SAS	Maintain sprinkler heads and adjust for proper coverage. Replace sprinkler heads as required.	Monitor performance and Maintain as necessary during the season.	As necessary			
Civil	Irrigation Systems		Inspect, clean and Maintain	SAS	In the fall, shut off the water supply and drain the System. Use pressurized air to push out any remaining water in the System. The pump(s) should be drained and the area around the pump(s) should be cleaned and dry.	The timing of this task is to be determined after consultation with the CMO.	Once (1) Yearly			
Civil	Irrigation Systems		Post-winter operations	SAS	Every spring before System activation and as soon as weather permits, the Contractor shall inspect and assess the overall condition of the System before gradually opening main water shutoff valve(s).	The timing of this task is to be determined after consultation with the CMO.	Once (1) Yearly			

8.2.5.8 Washroom Facilities

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Water distribution Systems	Washroom facilities	Pre-winter operations	SAS	Every fall, usually in Late October, Maintain and prepare for winter. This may include draining the System, blowing low-pressure air through the lines, applying insulation where required, etc.		Once (1) Yearly			
Civil	Water distribution Systems	Washroom facilities	Operate and Maintain	SAS	If washroom facilities must be closed for emergency repairs, whether the emergency is the result of vandalism, accidents or failure from the natural aging of System Components, the Contractor shall provide and Maintain temporary toilets and handwash stations to maintain service levels.		As directed	•	•	•

8.2.6 Fixtures and Furniture

This category includes but is 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, gates, barricades, bollards, bicycle racks, bumpers, decorative edging, fountains (drinking and decorative), benches, garbage receptacles, picnic tables, flower and tree planters, light standards, concrete medallions, and bronze site identification plaques located within the boundaries of this Contract and under the ownership of the NCC.

8.2.6.1 Common to All Fixtures and Furniture

- Unless otherwise indicated, the Contractor shall supply all Materials and Consumables;
- Unless otherwise indicated, inspect, clean and Maintain twice (2) monthly;
- When cleaning, wash all soiled surfaces with a detergent and water solution, rinse with clear water. Wipe off excess water with a clean, dry cloth. Do not use high pressure systems unless approved by the CMO;
- Ensure Fixtures and Furniture are clean and free of hazards; remove disfigurement, marking, surface stains or Temporary graffiti;
- Maintain the functionality of fixtures and structures and ensure all fixtures and structures are properly secure at all times;
- Occasionally provide transportation and installation of any furniture that may be displaced from its original location;
- When required, level and adjust for height all Fixtures and Furniture.

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8.2.6.1.1 Concrete and Masonry

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Fixtures and furniture	Concrete and masonry	Inspect, clean and Maintain	B	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 meter or 10% of any m ² area, are corrected.		Once (1) every two (2) weeks			

8.2.6.1.2 Wood

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Fixtures and furniture	Wood	Inspect, clean and Maintain	B	Pieces that display rot, decay or damage are replaced. Repair or replace loose, broken or missing hardware or fasteners.	Ensure Fixtures and Furniture are clean and free of hazards. Remove disfigurement, marking or surface stains.	Once (1) every two (2) weeks			
Civil	Fixtures and furniture	Wood	Paint and/or stain	B	Prepare surface by sanding or brushing. Paint and/or stain the entire surface of all Fixtures and furniture requiring painting or staining.		Once (1) Yearly			

8.2.6.1.3 Metal

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Fixtures and furniture	Metal	Inspect, clean and Maintain	B	Rusted, corroded or unprotected exposed surfaces are repaired. Holes and hazardous, abrasive or sharp edges are corrected. All indentations are repaired. Holes, cracks, fractures, breaks, bends, loose paint, corrosion, exposed surfaces, buckling or loose pieces are repaired.	Ensure Fixtures and Furniture are clean and free of hazards. Remove disfigurement, marking or surface stains.	Once (1) every two (2) weeks			
Civil	Fixtures and furniture	Metal	Paint and/or stain	B	Prepare surface and remove rust by sanding or brushing. Paint the entire surface of all Fixtures and Furniture requiring painting or staining.		Once (1) Yearly			

8.2.6.1.4 Bollards, Bumpers and Barricades

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Fixtures and furniture	Bollards, bumpers and barricades	Inspect, clean and Maintain	B	Clean, inspect and replace (when damaged or no longer reflecting light sufficiently) reflective surfaces on bollards, bumpers and barricades.		Once (1) Yearly			

8.2.6.1.5 Fences and Gates

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Fixtures and furniture	Fences and gates	Inspect, clean and Maintain	B	Repair all damaged fence wires, steel posts and missing or broken gate hardware.	Ensure all gates open 180 degrees. Ensure all fence sections are solidly anchored and complete.	Once (1) every two (2) weeks			
Civil	Fixtures and furniture	Fences and gates	Inspect, report and Maintain	AC	Inspect and report damages and/or any Replacement required to any Component of the fence and gate System. Immediately execute Work as may be required by the Subject Matter. All other Work should be reported to the NCC for consideration as part of the VOR.		Twice (2) per Year	●	●	●
Civil	Fixtures and furniture	Fences and gates	Inspect, clean and Maintain	B	Remove encroaching vegetation from fences and gates.		Once (1) Yearly			

8.2.6.1.6 Plastic, Fiberglass and Glass

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Fixtures and furniture	Plastic, fiberglass and glass	Inspect, clean and Maintain	B	Clean surfaces using appropriate methods as dictated by the material. Maintain in a way that ensures the Asset can be used safely for its intended purpose.		Once (1) every two (2) weeks			

8.3 WASTE MANAGEMENT AND CLEANING

This task group includes all Work related to 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. 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. Temporary graffiti removal/clean-up of most surfaces including, but not limited to, walls, bridges, tunnels, posts, signs, trees,

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etc., poster removal, odour removal, foreign object removal, leaf raking, blowing and clean-up, Storm Event clean-up, vandalism clean-up, contaminant removal, accident clean-up, clean-up of illegal dump sites and unauthorized fire pits, etc. 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. 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 who will remove and dispose of them.

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, 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.

8.3.1 Common to All Waste Management and Cleaning Operations

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	All Asset groups		Litter and debris	AC	Provide accident clean-up (e.g. remove and dispose of pieces of vehicles, debris; sweeping; removal of spilled fluids, etc.).	In case of a toxic spill, the Contractor shall apply his/her approved response plan.	As necessary			
Waste management	All Asset groups		Litter and debris	AC	The Contractor shall remove, transport and dispose of litter and debris that has been illegally dumped on NCC Lands. This may include waste that results from unlawful encampments, illegal dumping, etc.	The NCC will allow this Work to proceed only after consulting authorities, the Contractor, and only when it believes it is safe for the Contractor to do so.	As directed	●	●	●
Waste management	All Asset groups		Litter and debris	B	Once between 6 am and 9 am, pick up and remove all organic and inorganic materials from all sites.		Once (1) daily			
Cleaning	All Asset groups		Spills	AC	Control/remove spills by spreading an absorptive 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.	In case of a toxic spill, the Contractor shall apply his/her approved response plan.	As necessary			
Cleaning	All asset groups		Spring cleaning and Maintenance	B	As weather permits before May 1st, clean all lawn areas and remove all debris, organic and inorganic waste. Remove from turf all surplus abrasives/aggregates that may have accumulated during winter operations. Sweep and flush all hard surfaces as per 8.3.5 to remove caking and stains.		Once (1) Yearly			

8.3.2 Waste Receptacles

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	Waste receptacles	Exterior surfaces	Clean and Maintain	B	Wipe clean.		Once (1) weekly			
Cleaning	Waste receptacles	Interior surfaces	Clean and Maintain	B	Wipe clean.		Once (1) monthly			
Waste management	Waste receptacles		Collection of waste	B	Empty waste receptacles.	Receptacles are never allowed to overflow. Bags are collected and removed from the site immediately.	As necessary			

8.3.3 Washroom Facilities

8.3.3.1 Pit Latrines

Pit latrines are to be Maintained year-round.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	Buildings	Pit latrines	Clean and Maintain	SAS	Sweep, clean and disinfect all surfaces with water and germicide including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters, windows. Clean and disinfect the inside surface of the plastic chute. Replenish toilet paper, paper towels, soap, sanitizer, etc. Remove spider webs. Remove and dispose of garbage from waste containers. Make necessary minor repairs to ensure the toilet always remains functional. To control odours, add "Biodor [®] " or an NCC approved equivalent enzyme product to the holding tank of the latrine. Frequency of applications will vary with weather conditions and use of the toilet. Minimum once (1) weekly applications are recommended from May to October.	Pit latrines are Maintained Year-round.	Once (1) Daily			
Waste management	Buildings	Pit latrines	Collection of waste	SAS	Empty the holding tanks of pit latrines using the services of a licensed waste service company, prior to May 31st and October 31st during each Year of the Contract. The holding tanks have a 5000-litre capacity. After each pumping of the holding tanks, 900 liters of water must be added to each holding tank.	If additional waste removal is required during any one Year of the Term, the NCC shall reimburse the Contractor for the cost.	Twice (2) per Year			

8.3.3.2 Washrooms

Washrooms are to be Maintained Annually from May to October. Exact dates may vary. Washrooms are to be unlocked at 0800 daily and locked at 2100. Opening and closing hours may be adjusted to coincide with sunset and sunrise.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	Buildings	Washroom facilities	Clean and Maintain	B	Sweep, clean and disinfect all surfaces with water and germicide including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters, windows. Replenish toilet paper, paper towels, soap, sanitizer, etc. Remove spider webs. Remove and dispose of garbage from waste containers. Make necessary minor repairs to ensure the toilet always remains functional.	Tasks performed at opening, at 12:00 noon, at 16:00 and at closing. Additional clean-up must be performed immediately when necessary or reported.	Four (4) times per day			
Cleaning	Buildings	Washroom facilities	Spring cleaning and Maintenance	B	Clean as soon as frost is out of ground. Inform NCC of the opening dates. Clean all surfaces with water and germicide including floors, ceilings, walls, partitions, drains, urinals, toilets, mirrors, counters, sinks, etc. Provide toilet paper, paper towels, soap, etc.		Once (1) Yearly			

8.3.4 Bridges

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	Bridges	Pedestrian bridges	Clean and Maintain	SAS	Ensure bridges remain free of debris. Ensure a smooth surface transition onto all footbridges. Correct any Surface Discontinuities by adding additional Material if required.	Load restrictions may apply to certain bridges. Contractors must consult CMOs before driving vehicles of any kind on bridges primarily designed for use by pedestrians.	As necessary			
Cleaning	Bridges	Asphalt	Sweeping and flushing hard surfaces	SAS	Remove all sand, debris and salt accumulations on bridge deck (sweep/wash). 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. Inspect and report any other anomalies or deficiencies to NCC.	Twice (2) per Year			

8.3.5 Hard Surfaces

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	Hard surfaces		Sweeping and flushing hard surfaces	B	Remove leaves in September, October and November.	If mulching equipment is used, leaves must be totally shredded and must disappear (i.e. blend into) grass.	Once (1) every two (2) weeks			
Cleaning	Hard surfaces		Sweeping and flushing hard surfaces	B	Sweep and flush as necessary in the spring (before May 1st), summer and fall.	Flushing or pressure washing is required only to remove stains or Temporary graffiti (see 8.3.6).	Once (1) every two (2) weeks			

8.3.6 Graffiti Removal

Temporary and Permanent graffiti are defined in section 5.

8.3.6.1 Removal of Temporary Graffiti

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	All Asset groups		Removal of Temporary graffiti	AC	Within 24 hours of its discovery, the Contractor shall clean/remove Temporary graffiti and restore to its original state all affected NCC natural and built Assets. The Contractor shall clean the Asset using the most appropriate cleaning process (e.g. pressure washer, specialized cleaning products, etc.) and/or repaint the asset in part or in whole – to ensure uniformity of colour if necessary.		As necessary			

8.3.6.2 Removal of Permanent and/or Hate Graffiti

The NCC is responsible for the cleaning/removal of Permanent graffiti. The Contractor must immediately report the presence of Permanent and/or Hate graffiti to the NCC.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	All Asset groups		Removal of hate graffiti	AC	When reported or observed, the Contractor shall immediately respond and assess the graffiti. In the case of hate graffiti, the Contractor should photograph before covering the graffiti and advising the CMO. If required, the CMO may involve NCC Corporate Security personnel and/or the Ottawa Police Service. Once officials have investigated and documented the scene, the Contractor shall remove the graffiti.		As necessary			

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8.4 SNOW AND ICE CONTROL

The Contractor shall provide all Snow and Ice Control services on Lands included in the Contract. The Contractor shall be responsible for removing, hand clearing, sweeping, blowing, plowing, piling, scarifying, melting (salting and sanding), breaking, transporting and disposing (when and where necessary) 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.

8.4.1 Common to All Snow and Ice Control Operations

- There shall be no blowing, plowing, storing or shovelling of snow against or onto trees, shrubs, fences, Buildings or other Assets.
- Work is to be executed when/as necessary, seven (7) days per week, twenty-four (24) hours per day.

8.4.2 Spring and Fall Operations

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Snow and ice control	All asset groups		Post-winter operations	B	Reopen all stairs, parks, pathways, etc. that are not Maintained during winter. Remove plow limit markers.		Once (1) Yearly			
Snow and ice control	All asset groups		Post-winter operations	B	Remove all saltboxes		Once (1) Yearly			
Snow and ice control	All asset groups		Pre-winter installations	B	Provide, transport and place all saltboxes. Fill and replenish throughout the season.		As necessary			
Snow and ice control	All asset groups		Pre-winter operations	B	Close all stairs, parks, pathways, etc. that are not Maintained during winter. The Contractor shall supply chains, rope and Consumables. The NCC shall supply signage.		Once (1) Yearly			
Snow and ice control	All asset groups		Pre-winter operations	B	Using paint, mark all catch basins and drains so that they can be easily located during winter operations. Place markers to indicate obstructions, plowing limits or potential hazards to plow operators.		Once (1) Yearly			

8.4.3 Ice Control

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Snow and ice control	Roadways and Parking lots	Concrete and asphalt	Ice control	B	Apply salt and abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Remove any excessive material on a daily basis.		As necessary			
Snow and ice control	Sidewalks and walkways	Concrete and asphalt	Ice control	B	Apply salt and abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Remove any excessive abrasive material on a daily basis. Sidewalks to be cleared full width.		As necessary			
Snow and ice control	Buildings	Entrances and stairs	Ice control	B	Apply de-icing agents during slippery conditions and continuously thereafter until stairs and entrances are clear (and remain clear) of any snow and ice. This applies to the full width of stairs and all surfaces to a distance of 15m from any doorway. Use of abrasive materials are not permitted. Remove any excessive material daily.		As necessary			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Snow and ice control	Sidewalks and walkways	Entrances and stairs	Ice control	B	Apply de-icing agents during slippery conditions and continuously thereafter until stairs and entrances are clear (and remain clear) of any snow and ice. This applies to the full width of stairs and all surfaces to a distance of 15m from any doorway. Use of abrasive materials are not permitted. Remove any excessive material daily.		As necessary			
Snow and ice control	Roadways and Parking lots	Masonry	Ice control	B	Apply de-icing agents and abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Remove any excessive material on a daily basis.		As necessary			
Snow and ice control	Sidewalks and walkways	Masonry	Ice control	B	Apply de-icing agents and abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Remove any excessive material on a daily basis. Sidewalks to be cleared full width.		As necessary			

8.4.4 Snow Clearing

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Snow and ice control	All asset groups	Concrete and asphalt	Snow clearing	B	During a Snowfall Event all areas are to be cleared by 0700 after which the Contractor shall supply enough personnel and equipment to ensure ongoing snow clearing operations. At no time during the Snowfall Event shall accumulations on the ground be allowed to exceed 3 cm.	Snow clearing operations must proceed in a consistent, ongoing basis until all Work is complete.	As necessary			
Snow and ice control	All asset groups	Emergency access and site services	Snow clearing	B	Ensure all designated Lands are continuously accessible by fire, police and emergency services. Remove snow, ice or any obstructions to ensure continuous accessibility to emergency access and exit lanes to buildings.		As necessary			

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Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Snow and ice control	All asset groups	Emergency access and site services	Snow clearing	B	Maintain 1.5m pathway on lawn areas to give access to fire and emergency exits. Clear 1.5m around fire hydrants. Leave a 15 cm protective layer of snow on grass surfaces. Refrain from using de-icing chemicals on winter emergency access pathway. Sand to be applied on fire exit pathways when slippery conditions exist.		Within twenty-four (24) hours			
Snow and ice control	All asset groups	Masonry	Snow clearing	B	During a Snowfall Event all areas are to be cleared by 0700 after which the Contractor shall supply enough personnel and equipment to ensure ongoing snow clearing operations. At no time during the Snowfall Event shall accumulations on the ground be allowed to exceed 3 cm. Only plows with polyurethane (or equivalent) blades can be used.	Snow clearing operations must proceed in a consistent, ongoing basis until all Work is complete.	As necessary			
Snow and ice control	Signage	Emergency access and site services	Snow clearing	B	Traffic and regulatory signage shall remain visible at all times. Obstructing snowbanks and/or snow and ice adhering to signs is to be removed.		As necessary			
Snow and ice control	All asset groups		Snow clearing	B	Monitor and remove drifting snow a minimum of twice (2) daily (before 0700 and before 1600).		As necessary			
Snow and ice control	All asset groups		Snow clearing	B	Remove windrows to Maintain pedestrian access to buildings, UA ramps, roadway access points and intersections, parking lot entrances, bus shelters, drop-off zones, taxi stops, crosswalks, walkways, etc. Remove snow and ice that might hinder the visibility of traffic at intersections.		As necessary			

8.4.5 Snow Removal

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Snow and ice control	All asset groups	Snow storage and snow staging areas	Snow removal	B	Snow can only be stored in designated areas. Snow in staging or storage areas shall not obstruct or hinder visibility, shall not impede vehicular or pedestrian access, or extend beyond the designated storage and staging areas.	Snow staging and storage areas are identified on the Contract maps.	As necessary			
Snow and ice control	All asset groups		Snow removal	B	Once the Storm event is over, remove and dispose of excess snow in staging areas and any/all snow piles that may obstruct or hinder visibility or impede vehicular or pedestrian access. Work is to be executed between 1900 and 0700. When removing snowbanks from turf areas, leave a protective layer of 15 cm of snow to protect the grass.	The Contractor shall dispose of snow according to applicable federal, provincial and municipal regulations.	As necessary			

8.5 SIGNAGE, PLAQUES, CULTURAL ASSETS AND MONUMENTS

The Contractor is responsible for the Maintenance of NCC signage found within the geographical boundaries of the Contract. Signage operations includes Maintenance activities related to the inspection and repair of regulatory signage, Federal Identity Program (FIP) signs and plaques. 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 any deficiencies to those assets.

8.5.1 Signage and Signage Supports

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Signage		Clean and Maintain	AC	Inspect monthly and maintain/repair/replace as required. Ensure that sign sight lines are clear of any obstructions by cutting vegetation, removing snowbanks or accomplishing any other required work. Reinstall or replace any downed, bent, faded, missing or broken signs.	Except for Consumables, the NCC is responsible for the fabrication and supply of all signage Components.	Once (1) monthly			
Cleaning	Signage		Clean and Maintain	AC	Clean all signage once (1) per Year by May 1st and as necessary.		Once (1) Yearly			

8.5.2 Cultural Assets

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Cleaning	Cultural Assets		Clean and Maintain	AC	Clean by hand with water and soft cloth. Inspect and report deficiencies.	Cultural Assets include plaques, monuments, memorials, etc.	Once (1) every two (2) weeks			

8.6 REPAIR OR REPLACEMENT OF DAMAGED OR STOLEN ASSETS

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

- if the Asset can be restored to its prior condition, the Contractor shall comply with section 8.3.6 and shall restore the Asset using the most appropriate process (i.e., cleaning, repair, paint, etc.);
- if the Asset cannot be restored, the Contractor may be asked to source a replacement. Any Asset provided by the Contractor as a replacement item shall be identical to the original, or as approved by the NCC.

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

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

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

8.6.1 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.

8.7 SITE SPECIFIC AND ASSET SPECIFIC REQUIREMENTS

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

8.7.1 Sir George-Étienne Cartier Parkway

8.7.1.1 Tramway Shelters

There are five (5) Tramway Shelters along the Parkway. See section 8.18 for exact locations.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Buildings	Tramway shelters	Clean and Maintain	SAS	Inspect and perform general carpentry and masonry repairs to shingles, concrete and stone, soffits, eaves, flashing, etc. Remove spider webs from ceilings, under roofs and eaves, etc. Painted surfaces may be washed using mild detergent, soft bristled brushes and damp cloths.	Ensure a clean, neat and aesthetic appearance.	Twice (2) per Year	●	●	●
Civil	Buildings	Tramway shelters	Paint and/or stain	SAS	Paint and/or stain all outdoor surfaces requiring painting once (1) every three (3) years starting with the first year of the Contract Term. The CMO and the Contractor will jointly determine which surfaces require painting.		Every three (3) Years			
Civil	Buildings	Tramway shelters	Inspect and report	SAS	The Contractor shall report and document observed structural damage or deterioration of any kind to the NCC.		As necessary			

8.7.1.2 Trench Drain

Located on the south side of the Parkway, beginning at Acacia Avenue and measuring approximately one hundred ten metres (110 m) in length, the Contractor must clean and Maintain a trench drain. The execution of this Work requires a partial lane closure and the application of the Ontario Traffic Manual, Book 7.

Task category	Group	Subgroup	Task	Class	Operational specifications	Operational Objectives	Frequency	VOR BOV	Materials Matériaux	Labour Main d'œuvre
Civil	Drainage Systems	Trench drain	Inspect, clean and Maintain	SAS	In spring no later than May 30th and in fall no later November 30th each Year of the Term, remove trench drain covers, remove sediment and decaying debris. Flush with water as necessary. Clean the seat and frame edges before replacing trench drain covers. Inspect surrounding area for signs of erosion or undercutting.		Twice (2) Yearly			

8.7.2 Laurier House

As part of an arrangement with Parks Canada, the NCC provides landscaping and limited civil maintenance services to Laurier House as detailed below.

8.7.2.1 Landscaping

- No ride-on mowers can be used.
- No vehicles are allowed to park on or drive over the concrete pads or walkways. To load/unload equipment or deliver materials, vehicular access to other areas will be considered on a case-by-case basis by the CMO.

8.7.2.2 Snow and Ice Control

- Sand is the primary product used at this site. Enviromelt © or substitute(s) approved by NCC may be used in extreme conditions. When used, in both cases, residual material shall be removed daily.
- Snow clearing can be performed by hand or with the use of a small ride-on or walk-behind snowblowers.
- As with summer operations, no vehicles are allowed to park on or drive over the concrete pads or walkways. To load/unload equipment or deliver materials, vehicular access to other areas will be considered on a case-by-case basis by the CMO.

8.7.3 Green Island Park

8.7.3.1 Civil

- Every spring and fall, the Contractor shall turn on and turn off the water supply to the Commonwealth Air Force Memorial Monument fountain.
- The Contractor has no other maintenance responsibilities for this asset.

8.7.3.2 Snow and Ice Control

- In the spring and fall, the Contractor shall install and remove markers around the fountain to indicate snow plowing limits.
- Snow clearing on the pedestrian bridges shall be performed by hand or with the use of a small ride-on or walk-behind snowblowers and sweepers.

8.7.4 Rockliffe Park

- Every spring and fall, the Contractor shall turn on and turn off the water supply to the park.

8.7.5 Rockliffe Rockeries

- Every spring and fall, the Contractor shall turn on and turn off the water supply to the tennis courts.

8.8 REPORTING REQUIREMENTS

This section (in conjunction with section 8.9.6) describes the administrative and operational reporting requirements of this Contract. The Contractor must prepare and deliver the reports indicated 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.

Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information sufficient to:

- Enable the NCC to establish time and resources expended (Work performed) on operations and Maintenance, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor;
- Understand and assess the overall condition of its Assets;
- Detail the Work executed by the Contractor in order to fulfil the conditions of the Contract.

8.8.1 Default in Maintenance of Records or Production of Reports

In the event that:

- i) The Contractor fails to maintain the information, data and records in the manner stipulated;
- ii) The Contractor fails to deliver the reports required by the Subject Matter; or
- iii) The Contractor's records are insufficient to permit a determination of expenses of any type whatsoever generated by the Subject Matter, amounts expended on operations and Maintenance, the condition of NCC Assets, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Contractor;

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

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

8.8.2 Operational Reporting

8.8.2.1 Lighting Report

Complete a lighting report twice monthly, due on the 1st and the 15th of each month. The lighting report is a record of Work completed (8.2.3.3) to ensure the Maintenance of the lighting fixtures in the Contract.

8.8.2.2 Asset Condition Assessments

In order to better manage and operate its many Assets, the NCC requires observational data and informed opinions from experienced, qualified Contractors and specialized service providers. When the services of specialized service providers is necessary (i.e.; engineer, drain camera inspection, ground penetrating radar, certified electrician, etc.) the NCC will contract for those services directly.

8.8.2.3 Weekly Task Completion Report and Operational Schedule

The Contractor will submit a detailed weekly report listing in a complete and comprehensive way, the inspections, observations and Work completed the week before. The report will also contain the scheduled Work and objectives for the two (2) upcoming weeks.

8.8.2.4 Daily Site Inspection Reports

The contractor will prepare a daily site inspection report which indicates the time of inspection, the name of the staff member conducting the inspection, any health and safety issues and/or vandalism observed, and actions taken to resolve the issues identified. The CMO may, at any time during Business Hours and without advance notice to the Contractor, request to view the logbook 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 8.9.16.1.

8.8.3 Administrative Reporting

8.8.3.1 Annual Fixed Fee Payment Schedule

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

The NCC shall have the right, acting reasonably, to disapprove any item or items contained in the payment schedule. 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. 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.

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.

8.8.3.2 Annual Expenditure Report

The Annual Expenditure Report identifying all expenses (net of taxes corresponding to the NCC's fiscal Year) broken down by reporting unit and maintenance activity, is to be submitted by May 31st of each Year of the Term to report on the previous Year's expenses. The report must include the charges to the NCC for the full Year reflecting direct and indirect costs attributed to the performance of the operational duties. Applicable taxes are to be shown separately on a per line item basis;

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

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

8.8.3.3 Insurance Certificate

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

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

8.8.3.5 Health and Safety Plan

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

8.8.3.6 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 8.10

8.8.4 Environmental Reporting

8.8.4.1 Waste Diversion and Recycling

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

8.8.4.2 Fuel Consumption

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

8.8.4.3 Toxic Spill Response Plan

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.

8.9 OTHER LEGAL PROVISIONS

8.9.1 Limitations on Contracting Authority

8.9.1.1 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;
- 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.

8.9.2 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.

8.9.3 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.

8.9.4 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.

8.9.5 Application of the National Capital Act

8.9.5.1 Federal Land Use & Other Approvals

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

- a) prepare and submit to the NCC requests for approval for any proposed change in use of any part or parts of the lands or structures comprising part of the Subject Matter, together with such supporting information, studies or other requirements that are usually and customarily imposed by the NCC in the context of such applications; and
- b) to refrain from and not to permit the commencement of any works to effect a change in land use for any part or parts of the lands or structures comprising

part of the Subject Matter without first obtaining approval therefore from the NCC.

8.9.5.2 Design Approval

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

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

8.9.6 Reporting Requirements – NCC Records

8.9.6.1 Ownership

The NCC retains ownership of all NCC Records during the Term. For the purpose of clauses 8.9.6.1 to 8.9.6.7 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.

8.9.6.2 Control

Notwithstanding that the Contractor may be permitted to use and keep current the NCC Records relating to the Subject Matter, the NCC shall at all times have control over such files without regard to their location. The Contractor agrees that the NCC shall have unrestricted access to the NCC Records during the Term and thereafter and shall cooperate fully with the NCC in respect of the performance of any obligation imposed in

respect of the NCC Records by the *Access to Information Act* (Canada), the *Privacy Act*, (Canada), or any other element of Applicable Laws.

8.9.6.3 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.

8.9.6.4 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.

8.9.6.5 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.

8.9.6.6 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 8.9.6.5.

8.9.6.7 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.

8.9.7 Access to Information Act & Privacy Act Matters

For further particularity but without restricting the generality of the obligations contained in clauses 8.9.6.2 and 8.9.6.4 above, the Contractor acknowledges and agrees that it shall comply with the following provisions regarding NCC Records.

8.9.7.1 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 8.9.7.2 to 8.9.7.7, “personal information” has the same meaning as that ascribed to it in the *Privacy Act*.

8.9.7.2 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.

8.9.7.3 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.

8.9.7.4 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.

8.9.7.5 Access to Information

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

8.9.7.6 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.

8.9.7.7 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.

8.9.8 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.

8.9.9 Prohibited Transactions

8.9.9.1 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.

8.9.9.2 Contracting with Related Corporations

The prohibition set out in 8.9.9.1 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.

8.9.9.3 Exception

The prohibition in 8.9.9.2 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.

8.9.10 Indemnities

8.9.10.1 Unconditional Obligation to Perform

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

8.9.10.2 Liability for Payments

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

8.9.10.3 Forbearance Not to Constitute Estoppel

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

NCC from time to time to the Contractor, and no other act or failure to act of or by the NCC shall release, discharge or in any way reduce the obligations of the Contractor hereunder.

8.9.10.4 Indemnity Survives Disclaimer or Other Determination

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

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

8.9.10.5 Primary Liability

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

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

8.9.10.6 No Obligation to Exhaust Other Remedies

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

The NCC shall not be bound to have recourse to or exhaust its recourse against the Contractor, or in respect of the Letter of Credit, letter of guarantee, performance bond or otherwise before enforcing the NCC's rights against the Indemnifiers under clauses 8.9.10.4 and 8.9.10.5. If there be more than one Indemnifier, the obligations of the Indemnifier under clauses 8.9.10.4 and 8.9.10.5 shall be joint and several.

8.9.11 Insurance

8.9.11.1 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.

8.9.11.2 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.

8.9.11.3 Premiums

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

8.9.11.4 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.

8.9.11.5 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.

8.9.11.6 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.

8.9.11.7 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.

8.9.11.8 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.

8.9.12 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.

8.9.12.1 Coverage Not Available

Notwithstanding anything contained in 8.9.10, in the event that any specific obligation contained in 8.9.10 shall become obsolete or that insurance to meet such obligation is not available, then the Contractor shall obtain insurance providing for similar coverage which shall be satisfactory to the NCC acting reasonably. In the event the Contractor is unable or unwilling to provide such other similar coverage, then the NCC may obtain such other coverage and recover the cost thereof from the Contractor. If no such similar coverage is available, then a mutually agreeable replacement for such coverage shall be effected by the Contractor. Until the replacement policy is put into effect, the NCC may, at its risk and expense, place such coverage as it deems advisable and in the event, failing agreement, it is later determined by a court or other tribunal having jurisdiction that such coverage is reasonable, the Contractor shall reimburse the NCC the cost of such coverage.

8.9.12.2 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 8.9.12.1.

8.9.13 Limits of Insurance

8.9.13.1 Periodic Review

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

8.9.14 Prohibition on Assignment

8.9.14.1 Outright Assignment Prohibited

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

8.9.14.2 Change in Control

For the purposes of this Contract, an amalgamation or transfer by operation of law or otherwise shall be deemed to be an assignment to which the provisions of this section (8.9.14) apply.

The NCC reserves the right to terminate this Contract if, in its sole discretion, it does not wish to consent to the assignment, transfer, amalgamation or change in control that is being proposed by the Contractor. In such a case, the Contract shall be terminated in accordance with section 8.9.15.

8.9.14.3 Exceptions

Notwithstanding the provisions of clause 8.9.14.1, the Contractor may assign its interest in the amounts to be paid by the NCC to the Contractor hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Contractor being in good standing hereunder at the time of such assignment as security.

8.9.15 Termination

8.9.15.1 NCC Termination Right

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

8.9.15.2 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.

8.9.15.3 Deliveries on Termination

On termination:

- a) The Contractor shall within fifteen days thereof deliver a final accounting to the NCC;
- b) The Contractor shall immediately surrender to the NCC all NCC Records and keys;
- c) The Contractor shall immediately return to the NCC all portable and operational Assets, Equipment/furniture and miscellaneous Assets owned by the NCC together with an inventory of same 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.

8.9.15.4 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.

8.9.16 Default Provisions

8.9.16.1 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 8.9.16.1 a), failure to keep, perform or observe any of the covenants, agreements, Terms and Conditions or provisions contained in this Contract may result in the application of monetary penalties (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:

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

8.9.17 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.

8.9.17.1 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.

8.9.18 Force Majeure

“**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.

- a) Subject to the provisions of 8.9.18 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.

8.9.19 General Provisions

8.9.19.1 Governing Laws and Forum

This Contract shall be governed by, construed and interpreted in accordance with the applicable laws in force in the province of Ontario. Any dispute arising out of this Contract shall be subject to the exclusive jurisdiction of the courts of the province of Ontario (Canada).

8.9.19.2 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.

8.9.19.3 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.

8.9.19.4 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.

8.9.19.5 Appendices & Materials Incorporated by Reference

Sections 1 through 8 **Error! Reference source not found.**, appendices and maps are incorporated within and constitute integral parts of this Contract.

8.9.19.6 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.

8.9.19.7 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.

8.9.19.8 Notice

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

- a) if to the NCC:

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

b) if to the Contractor:

At the address and to the person specified in the Contractor's Tender

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

8.9.19.9 Time of the Essence

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

8.9.19.10 Joint & Several Liability

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

8.9.19.11 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.

8.9.19.12 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.

8.9.19.13 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.

8.9.19.14 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.

8.9.19.15 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.

8.9.19.16 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.

8.9.19.17 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.

8.9.19.18 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.

8.9.19.19 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.

8.10 SECURITY REQUIREMENTS (ANNEX H)

8.11 ANNUAL FIXED-FEE PAYMENT SCHEDULE

Sites	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Total
1. Aviation Parkway													
2. Diplomatic Precinct													
3. Lady Grey Drive													
4. Laurier House													
5. Green Island Park													
6. Rockliffe Park													
7. Sir George-Étienne Cartier Parkway													
8. Rockliffe Rockeries													
Subtotal													
HST													
Grand Total													

8.12 ENVIRONMENTAL GUIDELINES AND BEST PRACTICES

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

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

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

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

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

General Environmental Guidelines to be followed for All Maintenance Activities

The following measures and principles must be followed during all Maintenance work on NCC lands. Mitigation measures marked with an asterisk (*) will require approval from the NCC prior to the start of the Maintenance activity or will require the Contractor to notify the NCC in the case of an accident or emergency. For these mitigation measures marked with an asterisk, the Contractor will contact the Contract Management Officer (CMO) to inform them of the type of work being undertaken. The CMO will then contact the relevant NCC specialists (e.g. environmental office, arborist, contaminated site specialists, biologists, archaeologist, etc.) to obtain their recommendations and any required approvals.

Air Emissions and Noise

- Minimize unnecessary idling of vehicles which can result in wasted fuel and the creation of greenhouse gases to the extent possible (refer to municipal by-laws).
- Meet all regulatory requirements for air emissions. Where required, an environmental compliance approval must be obtained from provincial authorities for stationary sources of air pollution (e.g. stacks, boilers, fume hoods).
- Use low-sulphur diesel or ethanol-based fuel wherever possible to reduce vehicle emissions.
- Regularly service vehicles and practice preventive maintenance to reduce vehicle emissions.
- Use renewable sources of electricity to prevent unnecessary emissions, when possible.
- Avoid performing any maintenance activities that have the potential to release dust or other particles during very dry or windy periods.
- Follow all applicable municipal noise by-laws and conduct construction within permitted hours.
- If possible, schedule noisy activities outside peak visitor season or adjust hours of noisy work to minimise disturbance to visitors using the area.

Designated Substances

- *Prior to entering a building or structure under construction or renovation, contact the NCC to determine if any designated substances¹ are present.
- Where available, the CMO will provide the building Designated Substances Survey report to the Contractors to ensure recommendations are implemented. If no Designated Substances Survey report exists for the building to be repaired or maintained, the CMO will contact the NCC Contaminated Sites Team (Eric Soulard, Senior Manager, at Eric.Soulard@ncc-ccn.ca 613-239-5678 ext. 5418).
- Handle and dispose of all designated substances in accordance with all federal, provincial, and municipal requirements.
- Ensure employees are trained on the identification and handling of designated substances.

Hazardous materials

- Ensure compliance with any applicable requirements of *Canadian Environmental Protection Act* (and regulations made under this Act).
- Store all hazardous materials on NCC property in accordance with applicable regulations, standards and guidelines. Flammable materials must be stored in accordance with the National Fire Code of Canada.
- Ensure that Material Safety Data Sheets (MSDS) are readily available for all hazardous materials brought on to NCC property. All employees handling these materials must have received training on the Workplace Hazardous Materials Information System (WHMIS) and on proper handling, storage and disposal of these materials.
- Absorbent material must be available whenever liquid hazardous materials are being used on NCC property. Staff must be trained on how to use and dispose of this material in the event of a spill.
- Label and transport all hazardous materials in accordance with WHMIS requirements and provincial and federal regulations regarding the transportation of dangerous goods.
- Dispose of all hazardous wastes and containers which previously contained hazardous materials in accordance with provincial and federal regulations.
- Follow all recommendations found in applicable designated substance reports and the advice of the NCC.

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

Spills Procedure and Emergency Response

Spill prevention and readiness

- Wash, refuel and service machinery and store fuel and other materials for the machinery at least 60m away from a waterway to prevent any deleterious substance from entering the water.
- Keep an emergency spill kit on site in case of fluid leaks or spills from machinery.
- All individuals performing work on NCC property are expected to be familiar with the general requirements for reporting and responding to environmental emergencies on NCC property.
- Spill response materials should be available wherever hazardous materials are used or stored. These spill response materials should be suitable in type and quantity to the type and quantity of hazardous materials being used at that location.
- Employees must be trained on how to use the spill material and equipment.

Spill response

- **All emergency situations MUST be reported immediately to 911 and then to the NCC 24 Hour Emergency Communications Service at 613 239-5353.** Any environmental spills (biological, chemical or petroleum based) must be reported to the NCC 24 Hour Emergency Communication Service at 613-239-5353.
- Spills must be contained and cleaned up in accordance with all federal, provincial, and local regulatory requirements. When safe to do so, immediately contain the spill with spill response materials stored on site. Contractor shall ensure any follow-up cleanup is conducted, in consultation with the NCC.
- All used absorbent material must be disposed of in accordance with applicable regulatory requirements.
- All spills must also be reported to the appropriate provincial authority where a spill: discharges to air, land or water; is in excess of normal usage; has escaped its means of containment; or has been combined with other products affecting its chemical stability which could cause an adverse effect (i.e. negative impact on health, environment or property). If applicable, coordinate reporting with the NCC.
- Complete NCC spill report and send to Environmental Services (eric.soulard@ncc-ccn.ca) within 24 hours of the spill. The Spill Report must be completed by following the Emergency Operational Procedure in place. The Spill Report should also be submitted to the NCC Contract Manager and it should provide all details on the spill.

Wildlife

- Workers will avoid wilfully disturbing any wildlife at the site.
- *If an animal is found inside a structure or is trapped in the work area, contact the CMO who seek the advice of the NCC specialists (e.g., biologists, environmental officers, conservation officers) on the best course of action.
- Allow any animals (mammals, birds, amphibians, and reptiles) spotted during the work to safely leave the site on their own. Workers shall not attempt to capture or handle animals. Notify the NCC CMO if there is a specific wildlife issue in the work area (e.g., injured animal).
- Use natural light to work as much as possible. Turn off all lights except those required for safety reasons at the end of each day. If working at night, avoid light trespass into the sky or neighboring areas through methods such as using shielded or full cut-off lights.
- Keep the site clean and free of any garbage or food scraps that may attract animals or alter their behaviour.
- Do not cut vegetation (including trees) and naturalized meadows (e.g. Class C) between April 8th and August 28th, which corresponds to the core migratory bird breeding and nesting season. If, by exception the NCC requires that vegetation in non-lawn areas be cut between April 8th and August 28th the NCC will require an area search for evidence of bird nesting.
- *If excavation or compaction activities are planned to occur in areas with high sun exposure, in exposed or lightly vegetated areas (including gravel and soil) within 250 m of waterbodies during the turtle nesting season (May – July), consult the NCC to determine the need for installation of reptile exclusion fencing to prevent turtles from nesting.
- The Contractor is never to disclose information related to the location of species at risk or sensitive ecological areas (e.g. nests, roosts or dens) to the general public without NCC authorization.

- Record, and report to the contracting officer, any bird-window collisions observed on NCC lands. Record the date and time of the collision, the building address or location, the species of bird (if known) or a description of the bird, and the side of the building where the collision took place (i.e. north, east, south, west). Collect any dead or injured birds in a paper bag and contact Safe Wings Ottawa (613-216-8999) for further instructions.
- Follow the [NCC's Bird-Safe Design Guidelines](#) for landscaping near buildings.

Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control²

- *If the activity may release sediment, soil, or any other potentially polluting chemical or product to a wetland, waterway or sewer: develop and implement an Erosion and Sediment Control Plan and an Emergency Response Plan.
 - Install all required sediment and erosion control measures before starting work to prevent sediment from entering the watercourse. Regularly inspect during debris removal or after significant rain event, strong winds, or flooding and make all necessary repairs if any damage occurs.
 - Remove and reinstate to natural conditions upon completion of works.
- Plan activities near water so that materials, such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse or wetland.
- Minimize any clearing of riparian or wetland vegetation: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When possible, prune or top the vegetation instead of grubbing/uprooting.
- Do not remove natural vegetation, woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the wetland or waterbody below the ordinary high-water mark or 30 m of a waterbody or wetland without prior approval from the NCC. If material is removed, set it aside and return it to the original location once construction activities are completed. Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks.
- Revegetate as soon as possible within the growing season. If unfeasible, stabilize disturbed areas with erosion control blankets to keep the soil in place and prevent erosion in water bodies. Leave blankets in place until immediately before the commencement of revegetation work. Use erosion and sediment control products made of 100% biodegradable materials (e.g., jute, sisal or coir fibre) when possible. Ensure backing materials are also biodegradable.
- Avoid operating equipment or disturbing vegetation and soils on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Whenever possible, operate machinery on dry land above the wetland boundary, high-water mark³, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the wetland or waterbody.
- Limit machinery fording of the wetland or watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available
 - If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering ditches, storm sewers or watercourses, i.e. a minimum of 30 m from any of these features and using spill pans or other devices.
- Locate materials storage sites and equipment parking at a minimum distance of 30 m from any waterbody, watercourse or wetland.
- Do not store any excavated soils within 30m of a watercourse or wetland. If no other staging area is available, erect a silt fence around the material to minimize erosion.

² Mitigation measures have been adapted from the mitigation measures to avoid causing harm to fish and fish habitat provided by the Department of Fisheries and Oceans Canada <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>

³ The usual or average level to which a body of water rises at its highest point. In flowing waters (e.g., rivers, streams) this refers to the "active channel/bank-full level" which is often the 1:2 year flood flow return level. In inland lakes and wetlands it refers to those parts of the water body, bed and banks that are frequently flooded by water so as to leave a mark on the land and where the natural vegetation changes from predominately aquatic vegetation to terrestrial vegetation (excepting water tolerant species). For reservoirs this refers to normal high operating levels (i.e. full supply level).

The Eastern Lands

- ***Perform any work in or near watercourses outside fish spawning period** and periods of high flooding. Timing windows to conduct projects in or around water may vary by province, species or watercourse and are established by Fisheries and Oceans Canada (DFO) or provincial authorities to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Avoid maintenance activities during wet and rainy periods.

Trees

- *Do not cut any tree (with a diameter at breast height (DBH) of 10cm or greater) without prior authorization from the NCC.
- When applying mulch, ensure that a 2 to 5 cm gap around the bark is maintained (do not apply mulch directly against the bark), and maintain mulch to a depth of 5 to 10 cm; the mulch should minimally be applied in a 30 cm diameter area around trees and shrubs.
- Appropriately dispose of trees or shrub clippings, branches, or log pieces that show signs of disease or pests following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest (e.g. Dutch elm disease, emerald ash borer, etc.). Where possible (i.e. forested areas), compost healthy material on-site (see below-pruning).
- Respect a minimum distance of 2 meters from any trees when excavating or installing structures. Species at risk including but not limited to Butternut, Rock Elm, or Black Maple likely require greater distance.
- Install protectors around all trees susceptible of being damaged by machinery. *If damages are done to a tree, it must be reported to the CMO who will advise on applicable measures (e.g. proper pruning of the branch, replacement of the tree, report to applicable authorities, etc.) to be implemented by the Contractor.
- Avoid parking vehicles or machinery, storing any materials, excavating, or aerating, or any other work that can disturb or compact the soil and damage roots within the dripline of any trees.
- Protect any federally or provincially protected tree species (seedling, sapling or tree). Implement all necessary protective measures, such as flagging the tree or installing protectors at the dripline of the tree to ensure they are not damaged or cut, including the critical root zone. If flagging the tree, use highly visible flagging tape (using a pre-determined colour) to clearly identify the tree and remove tape once work is completed. These species include, but are not limited to, Butternut (*Juglans cinerea*) in both Quebec and Ontario and Rock Elm (*Ulmus thomasii*) and Black Maple (*Acer nigrum*) in Quebec. The presence of such species should be reported to the CMO. *Never prune or cut these species or trees without authorisation from the NCC (ECCC permits will be required).
- Do not prune or cut down any trees or other vegetation between April 8th and August 28th, which corresponds to the core migratory bird breeding and nesting season. If, by exception the NCC requires that vegetation is to be cut between August 8th and 28th the NCC will be required to conduct an area search for evidence of nesting.
- Conduct any pruning according to established best practices. At a minimum, the following guidelines apply:
 - Use pruning shears, loppers or a pruning saw;
 - Prune at the collar (a thicker area approximately 2-3cm from the base of the branch). Avoid pruning flush with the main branch/trunk.
 - Cut at a slight angle to prevent water from entering or accumulating in the cut;
 - Section branches to a maximum length of 1 m;
 - In forested areas, disperse branches in the adjoining forest, taking care not to damage understory vegetation, to allow the organic matter to decompose.

Soil Compaction

- Confine traffic to paved or gravelled surfaces; where this is not possible, confine traffic to the driest areas or the straightest path avoiding low areas, and mark the route so the designated path of travel is visible to equipment operators. Remove markers at the end of the works.
- When using heavy machinery, use weight bearing materials (e.g. swamp mats, metal plates, spreading mulch, wood fibre blankets, geotextile membranes, and granular material) or other methods to avoid ruts and compaction. Weight bearing materials should be promptly removed once the project has been completed.
- Select wider tires for equipment and properly adjust tire pressure to match loads; use dual axle equipment instead of single axle when operating heavy equipment or loads off hard surfaces.

Invasive Species

- Retain and protect native vegetation in and around project activity and minimize soil disturbance as much as possible to prevent germination and establishment of invasive species.

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- Before entering and exiting a site, clean away sludge, dirt, and plant material from equipment and tools and tracked vehicles before leaving a site infested with invasive species to minimize the spread. Ensure clean vehicles and tools prior to entering an NCC valued ecosystem or valued habitat. High pressure air hoses, mobile cleaning stations which retain water runoff, and brushes or brooms are acceptable cleaning methods ([Clean Equipment Protocol for Industry](#))
- Train workers to identify exotic invasive species present on site, when possible.
- Follow the [Ontario Invasive Plant Council's Best Management Practice](#) guides for the management of invasive species. Try to eliminate invasive plant species in order to reduce their chance of propagation, as possible. No plant listed on the Ontario Invasive Plant Council's list shall be planted.

Pesticides

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

Heritage Resources

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

Site Reinstatement

- To prevent weed germination and establishment, retain native vegetation in and around project activity and keep soil disturbance to a minimum consistent with project objectives.
- Remove all materials at the end of the works, and the site should be reinstated to its original conditions, or better, including the restoration of both topsoil and native vegetation. Seed mixtures are to follow the NCC portfolio approved seeding, sodding or mulch.
- Revegetation must be done as soon as possible within the growing season. If unfeasible, the Contractor must stabilize disturbed areas with erosion control blankets to keep the soil in place and prevent erosion in water bodies. Blankets must be removed only at the end of the revegetation work.
- All tree or vegetation debris that may fall or enter any water bodies must be removed immediately

Waste

- Waste collected from on-site recycling and compost bins:
 - Dispose of all waste collected from recycling bins at a recycling facility and all waste collected from compost bins at a composting facility. When contamination rates preclude the waste from being accepted at the appropriate facility, the Contractor must report this to the CMO.
- Waste generated by contractor activities:
 - Recyclable materials (paper, cardboard, glass, aluminum and plastics) must be disposed of at a recycling facility;
 - Leaf and yard waste must be disposed of at a facility that composts leaf and yard waste;
 - Landscaping products that will not be reused should be disposed of at a facility that recycles such products (e.g., wood, gravel, stones, etc.)
 - All hazardous waste (e.g. lubrication oils, batteries, propane cylinders, etc.) must be sealed completely, stored safely, and disposed of appropriately at a facility that is licensed to accept it.
 - The Contractor must track and disclose all waste diversion rates to the NCC using the Waste Diversion Report for NCC Lands.
 - Contain paint flakes, abrasives, and other waste materials for safe disposal.
 - Any waste that does fall into a waterbody will be immediately retrieved, provided worker safety is not compromised, and if removal can be done without excessive disturbance of bottom sediment.

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- Contain wastes prior to and during transport; cover waste loads during transportation.
- Dispose of solid waste in accordance with all applicable environmental laws. Be aware of any restrictions or prohibitions in force at the disposal site. Where in effect, follow all municipal recycling and composting procedures

Public Experience

- If possible, schedule noisy activities outside peak visitor season or adjust hours of noisy work to minimise disturbance to visitors using the area.
- Close and mark the work site and safety hazards with appropriate signage while active construction, repair or maintenance is underway; consider temporary detours or reroutes as appropriate.
- If closing the area is not possible, maintain a safe working distance between work activities and visitors. If traffic control is required, a flag person should manage traffic through the construction/hazard area.
- Visitor access trails and roads outside the construction area must be free of construction materials, waste, machinery and equipment.

Excavation

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

- Do not store any excavated soils within 30m of a watercourse or wetland. If no other staging area is available, a silt fence should be erected around the material to minimize erosion and to exclude reptiles and amphibians. Cover any excavated soils that remain on site overnight with a tarp.
- Do not excavate within the dripline of a tree. *If excavation must be performed within a dripline, then contact the CMO so that they can verify mitigation measures for potential damage to trees, and whether federally protected species are present. Excavation within the dripline of a Butternut tree or other federally protected species (see above section on Trees) cannot proceed without a permit from Environment Canada.
- The workers must check excavations daily for trapped wildlife, and while excavating (particularly in semi-urban and rural areas) for hibernating wildlife or wildlife with young; if present, all work in the area must stop immediately and the CMO must be informed as soon as possible. The CMO will communicate with the NCC biologist for further instruction or assistance. Construction staff should not attempt to capture or handle most kinds of wildlife, unless an animal is in imminent peril or is injured and cannot wait for rescue by qualified personnel. Improper handling can result in injuries to both workers and wildlife, and may in some cases contravene provincial or federal legislation.
- If evidence of paleontological resources are discovered during excavation or digging activities, all work in the area must stop immediately and the CMO must be informed as soon as possible. The CMO will communicate with the environmental assessment team (EA request inbox at EIA_Request@ncc-ccn.ca). Work must not resume in the area until protection measures for the resources are implemented.

Contaminated Soils and Groundwater (for works that require excavation)

- *If works require digging or excavation, contact the CMO to verify the presence of soil or groundwater contamination prior to the start.
 - If soil or groundwater contamination is present, analytical testing prior to off-site disposal may be required.
 - No soils from a contaminated site may be reused elsewhere.
 - Management and disposal of contaminated soils will follow all applicable regulations and guidelines.
 - The contractor is responsible for ensuring health and safety of workers potentially exposed to contaminated sites.
- If any evidence of contaminated or deleterious soils is discovered at the site (e.g. bricks, ash, metals, debris, strong odour, oily sheen, etc.) the NCC must be notified immediately.
- Refer to “Excavation” for information about wildlife. Do not store any excavated soils within 30m of a watercourse or wetland.

Archaeological Resources (for works that require excavation)

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

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

Climate Mitigation and Adaptation

- To reduce carbon emission, new fleet vehicle purchases should be zero-emissions or hybrid vehicles where these options exist and are economically and operationally viable from a life-cycle perspective.
- The Contractor must track and disclose fuel consumed by fleet and other motorized equipment for NCC contracts using the Fuel Consumption Reporting Form provided to the Contractor.
- The NCC will conduct Climate Risk and Vulnerability Assessments on its assets and properties, as required. Climate adaptation measures may be established for NCC assets or properties based on the outcome of these assessments and will be communicated to Contractors if they are applicable to the work being carried out under the contract. Contractors must respect and comply with these climate adaptation measures.
- Any work carried out on buildings must be in line with the NCC Sustainable Development Strategy requirements for net-zero carbon buildings and renovations. Climate mitigation measures established under the NCC's Net-Zero Real Property Portfolio Plan, a GHG reduction Life Cycle Cost Analysis or any other climate mitigation planning document will be communicated to the Contractor if they are applicable to the work being carried out under the contract. Contractors must respect and comply with these climate mitigation measures.

Table 1: Mitigation Measures for Maintenance Contracts

To use this table, find the Maintenance activity being performed on the leftmost column, and apply the mitigation measures specified. Mitigation measures marked with an **asterisk (*)** will require approval from the NCC Contract Management Officer (CMO) prior to the start of the maintenance activity or will require the Contractor to notify the CMO in the case of an accident or emergency. The CMO will then be responsible to contact relevant NCC specialists (e.g. environmental officer, arborist, contaminated site specialists, biologists, archaeologist, etc.) to obtain their recommendations.

Important note: The replacement, installation or construction of new fixtures, structures, or systems (e.g. culverts, tile drainage systems, electrical conduits, underground pipes, etc.) is not covered under this guide, and must be reviewed separately under the *Impact Assessment Act*. If your work involves new construction, contact the CMO. - **pollution prevention and to protect the environment, human life and health from toxic substances**

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
Landscape Management		
Turf: <ul style="list-style-type: none"> - machine and manual cutting - trimming - watering - edging - top dressing - seeding or overseeding - aerating - fertilizing - etc. 	<ul style="list-style-type: none"> o Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life o Potential damage, destruction of disturbance to species (or their nest, habitat), including those protected under the <i>Species at Risk Act</i> or provincial legislation, during cutting. o Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i> during cutting. o . 	<ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Air Emissions and Noise;</i> • <i>Wildlife;</i> • <i>Migratory Birds;</i> • <i>Trees;</i> • <i>Soil Compaction; and</i> • <i>Pesticides;</i> o Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body. o Avoid any application of fertilizer prior to a significant (>20mm) rain event and do not exceed manufacturer recommended application rate. o When mowing within 15 m of any watercourse, use a a mulching mower or collect turf clippings and compost them where possible to avoid them entering watercourses.
Tree/shrub: <ul style="list-style-type: none"> - safety and maintenance - pruning - trimming - cultivating - edging - mulching - removal - winter protection - etc. 	<ul style="list-style-type: none"> o Potential damage to trees or shrubs protected under the <i>Species at Risk Act</i> or provincial legislation. o Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. o Improper disposal of diseased trees or shrubs may spread invasive pests, diseases or pathogens o Improper pruning may decrease tree health. 	<ul style="list-style-type: none"> o See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Air Emissions and Noise;</i> • <i>Wildlife;</i> • <i>Trees;</i> • <i>Soil Compaction; and</i> • <i>Site Reinstatement;</i> o Protect and flag any federally or provincially protected tree species (seedling, sapling or tree) to prevent damage or accidental removal. Use highly visible flagging tape (using a pre-determined colour) to clearly identify the tree and remove tape once work is completed. Presence of such species should be reported to the CMO. o *Obtain approval from the NCC prior to tree pruning, cutting or removal. It is prohibited to prune or fell any at risk tree species (live or dead) protected by provincial and/or federal law, unless a permit is first

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
		<p>obtained from the appropriate department, ministry or agency. A permit request to the responsible authority must first be obtained by the NCC.</p> <ul style="list-style-type: none"> ○ Remove any tree or vegetation debris that may fall or enter water bodies without delay and with as little disturbance as possible. to ○ If working in Gatineau Park, for trees that are removed, cut trees or saplings (non-diseased) in 1-meter lengths and disperse them into the surrounding forest on NCC property. ○ *If removing tree stumps, contact the CMO as associated excavation may affect archaeological resources and may require testing and disposal if it is located on a contaminated site.
<p>Annual, bulb, and perennial:</p> <ul style="list-style-type: none"> - mowing of daffodils - planting/removing - watering - fertilizing - cultivating - edging - hand weeding - pinching - rouging - winter protection - plant division - etc. 	<ul style="list-style-type: none"> ○ Excess or improper application of fertilizers can cause environmental degradation of water bodies and aquatic life. ○ Improper disposal of plants may spread invasive pests, diseases or pathogens. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Invasive species;</i> ● <i>Soil Compaction; and</i> ● <i>Pesticides</i> ○ Do not apply fertilizers or other products containing phosphorus or nitrogen within 15m of a watercourse or water body. ○ Dispose appropriately of removed plants that show signs of disease or pests following all federal, provincial, and municipal regulations in order to minimize spread of the disease or pest. Collect healthy clippings and compost on-site, where possible. ○ Plant only non-invasive plant species and preferably native species for ornamental purposes. Consult invasive species lists before the introduction of a new ornamental species.
<p>Non-desirable vegetation / nest / small animal control⁴:</p> <ul style="list-style-type: none"> - inspecting and removing as needed. 	<ul style="list-style-type: none"> ○ Potential damage to species protected under the <i>Species at Risk Act</i> or provincial legislation. ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. ○ Pesticides (herbicides, insecticides, or fungicides) may harm or kill non-target species. ○ Accidental spread of invasive species. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Wildlife;</i> ● <i>Trees;</i> ● <i>Invasive species; and</i> ● <i>Pesticides</i> ○ Ensure that the small nuisance animals are not a species protected under the <i>Species at Risk Act</i>, the Ontario <i>Endangered Species Act</i>, Quebec <i>Loi sur les espèces menacées ou vulnérables</i> or the <i>Migratory Birds Convention Act</i>. ○ *Never disturb, damage, or destroy an active bird nest or bat roost. Generally, if migratory birds nesting or bat roosting in buildings and are a cause for concern, it is recommended that Contractors identify how the birds or bats enter the building. In the case of a nest/roost occupied or formerly used by a species at risk, the contractor must contact the CMO, who will contact an environmental officer from the environmental assessment team for advice, as a <i>Species at Risk Act</i> permit may be required prior to blocking entries to the building, even after birds or bats have left the nest/roost.

⁴ Animals causing material damage to the NCC's Assets

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
		<ul style="list-style-type: none"> ○ Where the presence or effects of the nuisance animal(s) may create a dangerous situation, contact the CMO who will be advised by the NCC environmental services on the best course of action. ○ Seek written authorization from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the <i>Ontario Pesticide Act</i> and the <i>Quebec Pesticide Act</i>, depending on the province where the activity is taking place. Use only products registered by Agriculture and Agri-Food Canada under the <i>Pest Control Products Act</i>.
<p>All surfaces:</p> <ul style="list-style-type: none"> - inspecting - reporting - sweeping - removing hazards (e.g. leaves, encroaching vegetation, etc.) - providing emergency services such as accident clean-ups - Accidental releases of harmful substances - etc. 	<ul style="list-style-type: none"> ○ Accidental spills may degrade environmental quality and have the potential to spread contamination. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control; and</i> ● <i>Spills Procedure and Emergency Response</i> ● <i>Public Experience</i> ○ *Work performed in or within 30 m of water or drain that connects to a sewer or watercourse may require a permit from the Ontario or Quebec provincial and/or federal government. The Contractor must contact the CMO to verify permit requirements with the NCC environmental services.
<p>Asphalt surfaces:</p> <ul style="list-style-type: none"> - daily inspection, reporting, and secure any deficiencies <ul style="list-style-type: none"> ○ e.g. bumps ○ cracking ○ culvert and ditch problems ○ drainage problems ○ erosion ○ manhole ○ catch basin problems ○ etc. - provide emergency pothole/sinkhole fillings. - Etc. 	<ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality and have the potential to spread contamination. ○ The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air Emissions and Noise;</i> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control;</i> ● <i>Public Experience</i> ● <i>Spills Procedure and Emergency Response; and</i> ● <i>Wildlife;</i> <p>Mix asphalt should away from the site or should be prepared on paved surfaces to minimize the effects of a spill. Dispose of excess asphalt off-site at a location that meets all regulatory requirements.</p>
<p>Concrete/masonry surfaces:</p> <ul style="list-style-type: none"> - Re-setting and correcting of: <ul style="list-style-type: none"> ○ Curbs ○ Gutters 	<ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality. 	<ul style="list-style-type: none"> ● See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air Emissions and Noise;</i> ● <i>Spills Procedure and Emergency Response;</i>

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> ○ concrete steps ○ exposed aggregate ○ granite sets ○ pavers ○ interlocks ○ flag stones ○ cobblestones ○ patio stones ○ etc. 	<ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality and have the potential to spread contamination. ○ Damage to heritage resources by affecting character-defining elements 	<ul style="list-style-type: none"> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control;</i> ● <i>Trees;</i> ● <i>Site Reinstatement;</i> ● <i>Heritage Resources; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> ○ <i>Archaeological resources</i> ○ Use pre-mixed concrete or mix concrete away from the site or on paved surfaces if only small quantities (e.g. for minor repairs) are required. Dispose of excess concrete at an off-site at a location that meets all regulatory requirements. ○ Concrete mixing activities must take place over tarps and a minimum of 30 meters from waterbodies. Fresh, wet, uncured concrete and concrete dust must not come into contact with waterbodies. ○ Wash concrete trucks and/or other equipment used for mixing concrete at least 30 m away from a watercourse or wetland. ○ Collect wash water from concrete trucks and recycle it back into truck for disposal off-site at a location meeting all regulatory requirements. ○ Concrete leachate is alkaline and highly toxic to fish and aquatic life. Measures must be taken to prevent the incidence of concrete products and concrete leachate from entering the watercourse. Maintain complete isolation of all cast-in-place concrete and grouting from fish-bearing waters for a minimum of 48 hours if ambient air temperature is above 0°C and for a minimum of 72 hours if ambient air temperature is below 0°C or until significantly cured to allow the pH to reach neutral levels. Avoid project activity during wet weather conditions. ○ When performing gutter repairs or cleaning, ensure that no deleterious substance or debris falls and remains into the gutter system or storm sewer.
<p>Gravel / granular / stone dust / natural / decorative surfaces:</p> <ul style="list-style-type: none"> - Levelling - Grading - etc. 	<ul style="list-style-type: none"> ○ The release of sediment and/or chemicals during Maintenance activities that take place in or near water may adversely affect fish, fish habitat, and/or water quality. ○ The release of particulate matter may adversely affect air quality. ○ Damage to species at risk nests as a result of excavated exposed soil. 	<ul style="list-style-type: none"> ● See General Environmental Guidelines for: ● <i>Air emissions and Noise;</i> ● <i>Public Experience</i> ● <i>Soil Compaction;</i> ● <i>Wildlife;</i> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control; and</i> ● <i>Site Reinstatement;</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> ○ <i>Archaeological resources</i> ○ If working near water: <ul style="list-style-type: none"> ○ *Work performed in or near water may require a permit from the provincial (Ontario or Quebec) and/or federal government. Contact the CMO to verify permit requirements with the NCC environmental services.

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
		<ul style="list-style-type: none"> ○ Do not increase footprint or add no new fill below the high-water mark, unless previously authorized by the NCC. ○ * Install reptile and amphibian exclusion fencing.
<p>Wood surfaces (except over waterways):</p> <ul style="list-style-type: none"> - Repairing - Replacing parts of - maintaining structural integrity - sanding - painting - etc. <p>Note: For wood surfaces over waterways (such as boardwalks, bridges, and docks) Refer to “Bridges, boardwalks and docks” below.</p>	<ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality and have the potential to spread contamination. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air emission and Noise; and</i> ● <i>Spills Procedure and Emergency Response;</i> ○ Ensure proper storage, management and use of materials to minimize spills. ○ Do not use treated wood on surfaces used in the preparation or consumption of food (picnic tables, bird feeders), that could be in direct contact with drinking water or that will be used by people (benches, wooden structures for children). ○ Avoid any painting prior to a rain event.
<p>Lighting and electrical: Examples:</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 of - replacing entire structure if associated with an existing building or structure - providing line locates - providing immediate repairs - reporting - etc. 	<ul style="list-style-type: none"> ○ 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 resources by affecting character-defining elements ○ Spread of contaminated groundwater or soils during excavation. ○ Health and safety effects from the exposure to contaminated soils or hazardous substances. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air Emissions and Noise;</i> ● <i>Spill procedure and emergency response;</i> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control;</i> ● <i>Trees;</i> ● <i>Soil Compaction;</i> ● <i>Site Reinstatement;</i> ● <i>Heritage Resources; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> ○ <i>Archaeological resources</i> ○ *Ensure proper disposal of hazardous materials (e.g. lamps, ballasts) in accordance with provincial and federal regulations.
<p>Drainage infrastructure Ex:</p> <ul style="list-style-type: none"> - catch basins 	<ul style="list-style-type: none"> ○ Release of sediment and/or chemicals to water ○ Damage to tree roots or trees as a result of excavation. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air Emissions and Noise;</i> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control;</i>

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> - manholes - underground pipes - ditches - side slopes - embankments - drainage channels - tile drains - subsurface drains - tunnels - etc. <p>Activity:</p> <ul style="list-style-type: none"> - inspecting - reporting - cleaning - erosion / flood control prevention - providing line locates - water level control - removing surface water - replacing parts of - etc. 	<ul style="list-style-type: none"> ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. ○ Potential harm to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i> or/and the <i>Fisheries Act</i> and potential harm to other species protected under the <i>Species at Risk Act</i> (such as turtles) ○ 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. 	<ul style="list-style-type: none"> ● <i>Soil compaction;</i> ● <i>Site Reinstatement;</i> ● <i>Spills procedure and emergency response;</i> ● <i>Wildlife;</i> ● <i>Trees; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</i> ○ <i>Archaeological resources</i> ○ *Avoid any disturbance to tree roots or excavation within the dripline of any tree. If excavation within tree dripline must be performed, contact the CMO so that they can verify mitigation measures for potential damage to trees and for the presence of species at risk. ○ *Ensure there is no increase in footprint or new fill below the high-water mark. ○ *Perform work and routine clean-out of drainage channels outside fish spawning period and periods of high flooding. Timing windows⁵ to conduct projects in or around water may vary by province, species or watercourse and are established by Fisheries and Oceans Canada (DFO) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed. Avoid Maintenance activities during wet and rainy periods. ○ Respect mitigation measures provided by the Department of Fisheries and Oceans Canada⁶ to avoid harm to fish. ○ 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 sediment and erosion control measures to prevent wash-water from entering the watercourse. ● When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish. Before releasing de-watering discharge to the environment, the water may require filtering through bags made of geotextile fabric or discharging clean water across onsite vegetated buffer areas and in some cases settling ponds may be required.

⁵ Timing windows by province are available on DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppe/timing-periodes/index-eng.html>] and must be confirmed with NCC Environmental Officer.

⁶ Department of Fisheries and Oceans Canada mitigation measures to avoid causing harm to fish and fish habitat: <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
		<ul style="list-style-type: none"> • Remove paint or protective coatings in a manner that prevents any paints, paint flakes, primers, blasting abrasives, rust, solvents, degreasers or other waste material from entering the watercourse. • Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse. • Contain paint flakes, abrasives, and other waste materials for safe disposal. • Store, mix and transfer paints and solvents on land and not on the bridge to prevent these materials from entering the watercourse in the event of a spill. • Never clean equipment in the watercourse or where the wash-water can enter the watercourse. • Unless the debris accumulation is an immediate threat to the integrity of the piers and abutments, time debris removal to avoid disruption to sensitive fish life stages by adhering to appropriate fisheries timing windows⁷ (see the Ontario In-Water Construction Timing Windows), with the exception of ice build-up removal. • Limit the removal of material to that which is necessary to protect piers and abutments. • Remove debris by hand or with machinery operating from shore or a floating barge.
<p>Culverts</p> <ul style="list-style-type: none"> - Maintenance work such as manual or mechanical removal of accumulated debris, reinforcing eroded inlets and outlets. <p>Does NOT include any of the following (NCC prior approval will be requirements, including determination under the Impact Assessment Act and DFO consultation) :</p> <ul style="list-style-type: none"> - extending/replacing the existing culvert - realigning the watercourse - installing a culvert liner or support struts - replacing damaged or destroyed bevel ends - any dredging, infilling, (e.g., filling scour pools) or excavation of the 	<ul style="list-style-type: none"> ○ Potential harm to water quality, fish and fish habitat protected under the <i>Species at Risk Act</i> or/and the <i>Fisheries Act</i> ○ Accidental spills will degrade environmental quality. ○ Accidental spills will degrade environmental quality. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> • <i>Air Emissions and Noise;</i> • <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control;</i> • <i>Spill procedure and emergency response</i> • <i>Trees;</i> • <i>Soil Compaction;</i> • <i>Site Reinstatement;</i> • <i>Wildlife; and</i> • <i>Invasive species</i> ○ *Complete work outside of the Timing windows⁸, 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. ○ Do not circulate vehicles (e.g. vacuum truck) beyond the boundaries of the work site and leave equipment, waste or other materials, even temporarily without the prior authorization of the CMO. Use existing trails, roads, or cut lines wherever possible to avoid disturbance to the riparian vegetation. ○ Never allow machinery to circulate within any watercourse. ○ Use only clean materials (e.g., rock, coarse gravel, wood, steel, snow) for work and activities. ○ 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.

⁷ Timing windows by province are available on DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppe/timing-periodes/index-eng.html>] and must be confirmed with NCC Environmental Officer.

⁸ Timing windows by province are available on DFO website [<http://www.dfo-mpo.gc.ca/pnw-ppe/timing-periodes/index-eng.html>] and must be confirmed with NCC Environmental Officer.

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
<p>channel upstream or downstream of the culvert</p> <ul style="list-style-type: none"> - the use of explosives. - temporary or permanent increase in the existing footprint below the ordinary high-water mark 		<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. ○ If water (from the truck) is flushed through the culvert, flush at low volumes (gently) as to prevent sedimentation and impacts downstream. ○ *If install cofferdams⁹ and work in the dry prior to vacuuming is required (for example, if there is a risk of downstream sedimentation), consult the NCC for Impact Assessment review and approval prior to the installation. . ○ Ensure that temporary structures and environmental protection devices allow sufficient free movement of water at all times to maintain fish habitat functions (feeding, fry rearing, spawning) downstream from the work site. Take the necessary measures to prevent impacts (e.g. flooding, dewatering, suspended solids, erosion) upstream and downstream of the work site. ○ Remove all sludge, dirt, sand, rocks, grease, and any other solid or semi-solid material resulting from the cleaning operation at the downstream end of the culvert being cleaned (either manually or with suction). Maintains record of the amount and type of material removed for each culvert in a format approved by the CMO. ○ Keep debris in enclosed containers at all times and remove from the site at the end of each day or when the containers are full for appropriate disposal. Under no circumstances will the Contractor be allowed to accumulate debris, etc. on site of work beyond the stated time.
<p>Bridges, boardwalks and docks</p> <p>Ex:</p> <ul style="list-style-type: none"> - bridges - boardwalks over watercourse or wetland - docks - etc. <p>Activity:</p> <ul style="list-style-type: none"> - inspecting - reporting - cleaning - re-surfacing (removal of paint, staining or painting) 	<ul style="list-style-type: none"> ○ Release of sediment and/or chemicals to water ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. ○ Potential harm to water quality, fish and fish habitat protected under the <i>Species at Risk</i> or/and the Fisheries Act 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air Emissions and Noise</i>; ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control</i>; ● <i>Trees</i>; ● <i>Soil Compaction</i>; ● <i>Site Reinstatement</i>; and ● <i>Spills procedure and emergency response</i> ● For any works that involve the following, an authorization may be required from regulatory authorities, and may also require an Impact Assessment. Consult the CMO who will in turn liaise with NCC's Environmental Assessment group: <ul style="list-style-type: none"> ○ An activity referred in subsection 5(1) of the <i>Canadian Navigable Waters Act</i>. ○ *An activity referred to in subsection 35(1) or 36(3) of the <i>Fisheries Act</i>

⁹ Cofferdams are temporary barriers built to allow the dewatering of an area of surface water, usually for construction in the dry of another structure.

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> - removing standing water - replacing parts - etc. <p>This does NOT include in-water work</p>		<ul style="list-style-type: none"> ○ Any works requiring a cofferdam ○ Avoid Maintenance activities during wet and rainy periods. *Avoid maintenance activities on bridges or structures where nesting is likely during the core migratory bird breeding and nesting season (April 8th to August 28th). If work must proceed during this period, install netting or other appropriate systems prior to the arrival of birds in the spring, in order to prevent birds from initiating nesting on the structure. ○ Do not use treated wood in or within 15m of water. ○ Adequately seal drains and open joints before sweeping to prevent material from falling into the watercourse. Sweep bridges thoroughly before washing. ○ Clean and remove debris and sediment from drainage devices and dispose of the material in a way that will prevent it from entering the watercourse. ○ Direct wash-water past the ends of the bridge deck to a vegetated area to remove suspended solids, dissipate velocity and prevent sediment and other deleterious substances from entering the watercourse. If this cannot be achieved, use silt fences or other sediment and erosion control measures to prevent wash-water from entering the watercourse. ○ When extracting water from a watercourse, ensure the intakes of pumping hoses are equipped with an appropriate device to avoid entraining and impinging fish. ○ Remove paint or protective coatings in a manner that prevents any paints, paint flakes, primers, blasting abrasives, rust, solvents, degreasers or other waste material from entering the watercourse. ○ Use measures such as barges or shrouding to trap and prevent blasting abrasives, protective coatings, rust and grease from entering the watercourse. ○ Contain paint flakes, abrasives, and other waste materials for safe disposal. ○ Store, mix and transfer paints and solvents on land and not on the bridge to prevent these materials from entering the watercourse in the event of a spill. ○ Never clean equipment in the watercourse or where the wash-water can enter the watercourse. ○ Unless the debris accumulation is an immediate threat to the integrity of the piers and abutments, time debris removal to adhere to Timing windows¹⁰, with the exception of ice build-up removal. ○ Limit the removal of material to that which is necessary to protect piers and abutments. ○ Remove debris by hand or with machinery operating from shore or a floating barge.
<p>Plumbing, irrigation, and water Examples:</p> <ul style="list-style-type: none"> - decorative fountains - drinking fountains - outdoor faucets 	<ul style="list-style-type: none"> ○ Spread of contaminated groundwater or soils during excavation. ○ Accidental spills will degrade environmental quality. 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ○ <i>Air Emissions and Noise;</i> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control</i> ● <i>Spill protection and emergency response;</i> ● <i>Trees;</i> ● <i>Soil Compaction;</i>

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

Maintenance Activity	Potential Environmental Effects	Mitigation Measures
<ul style="list-style-type: none"> - underground and aboveground water and sewer lines - pit toilets - washroom facilities - pump systems - irrigation controls lines and heads - control panels - etc. <p>Activities:</p> <ul style="list-style-type: none"> - inspecting - installing - cleaning - testing - repairing - maintaining - replacing parts of - water testing - providing portable toilets - providing locates - etc. 	<ul style="list-style-type: none"> ○ Accidental erosion of soil that is stored near water may adversely affect fish, fish habitat, and/or water quality. ○ Damage to archaeological resources as a result of excavation. ○ Damage to heritage resources by affecting character-defining elements 	<ul style="list-style-type: none"> ● <i>Site Reinstatement;</i> ● <i>Climate Mitigation and Adaptation</i> ● <i>Heritage resource; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ○ <i>Contaminated soils;</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, contact the CMO to verify the presence of soil or groundwater contamination and archaeological potential.
<p>Fixtures, furniture and buildings (NCC furniture only – fences, stone walls, walls, guardrails, barricades, flags, bollards, garbage receptacles, signs, NCC buildings, kiosks, etc.):</p> <ul style="list-style-type: none"> - Installation - Inspecting - Repairing - Replacing - Cleaning - removing graffiti - painting - staining - displacing furniture - etc. 	<ul style="list-style-type: none"> ○ Accidental spills will degrade environmental quality. ○ Potential destruction of migratory bird nests which are protected under the <i>Migratory Bird Convention Act</i>. ○ Dispersion of hazardous and designated substances (e.g. asbestos, lead, mercury, silica, urea formaldehyde foam insulation, vinyl chloride, PCBs, arsenic, etc.) in the environmental and potential adverse human health effects ○ Damage to archaeological resources as a result of excavation. ○ Damage to heritage resources by affecting character-defining elements 	<ul style="list-style-type: none"> ○ See General Environmental Guidelines for: <ul style="list-style-type: none"> ● <i>Air Emissions and Noise;</i> ● <i>Designated substances;</i> ● <i>Hazardous materials</i> ● <i>Wildlife;</i> ● <i>Water Quality, Fish, and Fish Habitat and Erosion and Sediment Control;</i> ● <i>Trees;</i> ● <i>Site Reinstatement;</i> ● <i>Climate Mitigation and Adaptation</i> ● <i>Archaeology resources; and</i> ● <i>Heritage resources; and</i> ● <i>Excavation (if applicable) including:</i> <ul style="list-style-type: none"> ▪ <i>Contaminated soils;</i> ▪ <i>Archaeological resources</i> ○ *If any evidence of soil contamination at the site is discovered, notify the NCC immediately. ○ Refer to the Spills Procedure and Emergency Response mitigation measures on page 2. ○ Cease work if a nest is observed on a structure (e.g. buildings, kiosks, structure roof, etc.)

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

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

8.13 OPERATIONAL GUIDELINES AND BEST PRACTICES

Guidelines and best practices are methods or techniques that are generally accepted as superior to any alternatives because they consistently produce outcomes that are above those achieved by other means and because they comply with legal, environmental or ethical requirements. They may be established by authorities such as regulators or governing bodies, professional organizations or they may be internally decreed by the NCC based on its extensive knowledge and experience. Guidelines and best practices in this Contract are not alternatives to detailed operational specifications elsewhere in the Subject Matter. They do not relieve or alter the Contractor’s legal and moral obligations and responsibilities. They should be viewed and applied in conjunction with operational specifications. After Contract award, guidelines and best practices may be used by the NCC as benchmarks and key performance indicators to measure and evaluate Contractor performance. The Contractor must follow all applicable provincial and municipal laws and regulations (including waste management, noise, pollution prevention, etc.).

Maintenance Activity	Best Practices
<p>General Work: Scheduling and management of Work.</p> <p>The appearance and behaviour of personnel during the execution of Work.</p> <p>Observing and reporting Asset conditions to the CMO.</p> <p>The quality of services rendered.</p>	<p>When dedicating resources to Work on or in one Asset, combining several operational tasks increases efficiency, generally produces better results and better organizes the sequential execution of operational tasks.</p> <p>Tools, vehicles, materials, etc. shall not be left unattended on a site. Contractors shall clean up and remove waste, debris and materials from a Work site after each Workday.</p> <p>Working with the NCC is a high visibility endeavour with reputational risks and reputational rewards. The quality and quantity of the Contractor’s Work and the behaviour of staff is constantly scrutinized not only by the NCC and its Federal partners, but also by the public and the media.</p> <p>The CMO, the Contractor and the public are the “eyes and ears” of the NCC. Observational information gathered in the field by the Contractor is of great value when shared with the NCC.</p>
<p>Turf: Use of mechanical weed trimmers, mowers and blowers.</p> <p>Treatment of clippings, composting and mulching.</p>	<p>Within the geographic boundaries of this Contract, the NCC no longer allows the use of gas-powered leaf-blowers, brush cutters, edge trimmers and small chainsaws. Battery-powered equivalents must be used. Use of other battery-operated machinery and tools is strongly recommended where these options exist and are operationally viable.</p> <p>Mechanical weed trimmers should not be used around plant material.</p> <p>Blow grass clippings away from cultivated plant beds & hard surfaces.</p> <p>Collect excess clippings, remove immediately for composting off-site.</p> <p>When mulching equipment is used in situ, clippings must be processed to completely blend in the existing environment.</p> <p>Trimming operations should be completed at the same time as cutting operations and during the same Working day for any given site.</p>
<p>Trees and shrubs:</p>	<p>Work shall be performed by personnel who are experienced and/or certified as per the Subject Matter.</p> <p>Do not park vehicles, machinery or store materials within the dripline of trees.</p>

Maintenance Activity	Best Practices
<p>Safety and clearance pruning¹¹.</p> <p>Trimming, cultivating, edging, mulching.</p> <p>Cutting, felling, removal and stumping.</p>	<p>Do not fell trees during the core migratory bird breeding and nesting season, from April 8th to August 28th.</p>
<p>Beds - floral, mixed, shrub and specialized: General Maintenance.</p> <p>Planting and removing.</p> <p>Watering and fertilizing.</p> <p>Cultivating, edging, hand-weeding, pinching, plant division, etc.</p>	<p>Work shall be performed by personnel who are experienced and/or certified as per the Subject Matter.</p> <p>Avoid fertilizing on sunny or windy days</p> <p>Plants should be well watered before planting.</p>
<p>Undesirable vegetation¹² (including invasive species), insects, pests and small animal control¹³:</p> <p>Observation and reporting.</p> <p>Removal, disposal and control.</p>	<p>Always seek written authorization from the NCC when confronted by the exceptional circumstances that might require the use of pesticides, herbicides, insecticides or fungicides.</p> <p>Small animal control is to be executed only after consultation and approval of the NCC.</p> <p>The Contractor shall monitor and report the presence of non-desirable vegetation (including invasive species), nests and nuisance animals to the CMO.</p> <p>When the Contractor observes a significant number of animal carcasses or a high incidence of mortality of the same species, this shall be reported to the CMO.</p>
<p>Water Systems Examples:</p> <ul style="list-style-type: none"> - decorative fountains - drinking fountains - outdoor faucets - underground and aboveground water and sewer lines - pit toilets - washroom facilities 	<p>The water flowing in decorative fountains is not for drinking. To conserve water, most of these fountains recycle water. The water is chlorinated to a level comparable with swimming pools.</p> <p>Decorative fountains, Systems and Components:</p> <ul style="list-style-type: none"> - Regular cleaning or replacement of filters (cartridges or sand media in sand filters). For self-cleaning filters check that the system is triggered at the appropriate pressure differentials or time schedules; - Replace all faulty pressure gauges; - Have a certified technician test backflow devices; - Test all electric solenoid valves for proper operation;

¹¹ Pruning includes dead wooding i.e. removing dead or decaying branches whether resulting from but not limited to the tree’s normal aging/evolution, the elements, a disease, an accident or an infestation caused by pests.

¹² Not to be confused with regular weeding and Maintenance as described elsewhere in the Subject Matter.

¹³ Animals and pests that may pose a danger to the public or may negatively affect the lifecycle of NCC Assets.

Maintenance Activity	Best Practices
<ul style="list-style-type: none"> - pump systems - irrigation controls lines and heads - pumps, pipes and gaskets - control panels - etc. <p>Activities:</p> <ul style="list-style-type: none"> - inspecting - installing - cleaning - testing - repairing - maintaining - replacing parts of - water testing 	<ul style="list-style-type: none"> - 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; - Verify annually and/or change as necessary items such as belts, oil, lubricants, gaskets, seals, etc - At the end of the season, drain the pump, filters, backflow prevention devices, mainlines and laterals. Winterize as necessary. <p>Irrigation Systems and Components:</p> <ul style="list-style-type: none"> - All Systems and Components to be Maintained in accordance with specific manufacturer Maintenance manuals; - Follow manufacturer’s recommendations concerning priming, clearing of check valves, operations of switches, and start-up and shutdown procedures; - Before starting the System in the spring, 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. - Verify dry mounting and shelter from weather at the end of the season; - Ensure good ventilation around the motors; - Guard against rodent damage; - Clear all electrical devices of any debris and dust. Keep all covers on electrical devices at all times; - Maintain all electrical connections with proper devices and insulations; - 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 and tighten electrical wire connecting screws; - To winterize it may be necessary to wash and clean the engine and store to protect against the elements, rust and corrosion; - Remove battery and store in a charged mode in a dry warm location; - Replace all the lubricants and their respective filters; - Drain fuel tank to prevent moisture condensation; - Drain engine coolant and replace w new. Run engine with new coolant to ensure the coolant is well circulated; - Drain the pump, check for worn impeller, check the packaging and replace if brittle, check and lubricate. <p>Pipes and gaskets</p> <ul style="list-style-type: none"> - 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. <p>Sprinkler heads and nozzles:</p> <ul style="list-style-type: none"> - Check the nozzles for proper size and replace if worn

Maintenance Activity	Best Practices
	<ul style="list-style-type: none"> - Replace bent sprinkler head arms - Replace worn out springs - Replace worn nylon bearings or any other defective part. Total head replacement may be necessary <p>Trickle irrigation Systems</p> <ul style="list-style-type: none"> - 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 <p>To clean and disinfect potable water System Components, use a 6% bleach solution.</p>
<p>Snow and Ice Control (roadways and parking lots, walkways, pathways, sidewalks, steps and building access, buildings, utility service access, trails, lanes, fire lanes, open spaces, fields, etc.):</p> <ul style="list-style-type: none"> - providing equipment and supplies - removing - blowing - plowing - shoveling - clearing - cleaning - sweeping - de-icing - stockpiling 	<p>No blowing, plowing, storing or shovelling snow against or onto trees, shrubs, fences, buildings or other Assets.</p> <p>When removing snowbanks from turf areas, leave a protective layer of 15 cm of snow to cover the grass.</p> <p>Do not use de-icers on winter pathways maintained on lawns (usually fire and emergency exit corridors). Use sand sparingly and only if necessary.</p> <p>Excessive use of de-icing agents shall only be accepted under severe temperature and/or serious icing conditions where the safety of the public would outweigh any possible short-term environmental consequences. In all cases, the excess material is to be removed immediately.</p> <p>When combined with careful planning, scheduling and asset marking, skilled and experienced operators are less likely to unintentionally damage Assets during SnIC operations.</p>

Maintenance Activity	Best Practices
<ul style="list-style-type: none"> - transporting - disposing - providing flood control - emergency services - 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 hard surfaces - bridges and tunnels - removing Temporary graffiti and posters from all assets - removing vegetative and non-vegetative material in spring - removing spills - Etc. 	<p>Small animal carcasses (e.g. groundhogs, skunks, rabbits, birds, etc.) are to be removed and disposed of in accordance with all municipal, provincial and federal regulations.</p> <p>Carcasses which the Contractor suspects may be infected with rabies (i.e. raccoons) and other large dead animals (i.e. deer, bears) should be reported to the NCC Conservation Officers who will remove and dispose of them.</p> <p>Bagged waste and recycling shall be immediately removed from the site and shall not be allowed to accumulate. Remove immediately (not at the end of the day) garbage and recycling bags from site once they are out of basket.</p> <p>Cigarette butts are to be removed from hard surfaces (roadways, parking lots, pathways, etc.) and soft surfaces (fields, turf areas, plant beds, etc.). Areas such as doorways, steps and smoking areas should be inspected and Maintained more frequently.</p> <p>Hard surfaces should be swept and flushed; natural surfaces should be raked, hand-picked or made clean with the assistance of a blower.</p>

8.14 MINIMUM PERSONNEL QUALIFICATION REQUIREMENTS

Task category	Area of expertise	Qualifications
Landscaping	Labourer	Field Employees shall have appropriate experience and skills to perform the duties of the Contract that are assigned to them. They shall have at least one (1) season of experience in summer Maintenance of annual floral displays. Employees hired by the Contractor shall be knowledgeable, have experience commensurate with the Work assigned, 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. Employees providing direct services, offered or required to be offered, to the public (e.g. answering and responding to emergency calls from the public or from other stakeholders, attending to a temporary Road or Pathway closures where interaction with the public is necessary or anticipated, etc.) shall be fluent in both official languages of Canada.
Landscaping	Arborist	The Contractor must identify a supervisor who will be responsible for the tree Maintenance program. The supervisor will be required to meet with the NCC to discuss Maintenance plans regularly, and to supervise the Work performed within this program. This supervisor must be familiar with ISA Best Management Practices.
Contractor's representative	Contract management	The individual shall have experience managing staff in similar contracts (size and/or scope), in practices relating to risk management, performance measurement and reporting, be knowledgeable of best practices, laws, rules and regulations governing the Subject Matter. The individual should have the ability to quickly analyze and synthesize situational information and develop options and recommendations, to set priorities, plan and organize work independently under imposed deadlines, to communicate effectively orally and explain complex issues clearly and concisely in writing. Bilingualism is an asset. To liaise, build networks and alliances with or through various groups of internal and external stakeholders, and to negotiate or to build consensus. The Contractor's representative should show probity, integrity and respect, think things through and innovate as the result of careful analysis and ideas, working effectively with others, be action oriented and get things done.
Skilled labour	Various	"Skilled labour", item 2 in the SOA, means Personnel with three (3) years of experience performing the Work being requested.
Specialized labour	Various	"Specialized labour", item 3 in the SOA designates plumbers, electricians, masons, welders, carpenters and arborists.

8.15 MATERIAL SPECIFICATIONS

All materials required for the Contract are the responsibility of the Contractor and must respect all material standards and guidelines of this Contract. All materials and parts supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), National Building Code and the “NCC Standard Drawings and Details” dated December 2008. The Contractor shall not use an alternate type or lower quality material on any given site, nor shall the Contractor mix the type or quality of materials on any site.

8.15.1 Handling Charges and Substitutions

When materials (Components) are purchased by the Contractor for the sole purpose of performing Additional Services or VOR which have been requested and approved by the NCC, the Contractor may add a maximum 15% materials handling charge to the cost of such materials. Materials, parts, Components and Consumables for which the Contractor is responsible by virtue of other sections of this Contract shall not be subject to material handling charges of any kind. Labour costs (including those of any sub-contractors) shall not be subject to material handling charges of any kind unless preapproved by the NCC. When the Contractor is unable to supply materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the NCC for prior approval.

Site or Asset specific	Group	Material specifications
All sites	Signage	When the use of caution tape is necessary, Contractors are NOT permitted to use tape with symbols, messages or lettering of any kind. Without the written pre-approval of the CMO, only tape with alternating yellow and black diagonal lines is accepted for use on NCC sites. Tape must be a minimum of two (2) inches wide.
All sites	Signage	The Contractor shall produce and use only signage that has been approved by the NCC (see 8.16). Throughout the Term, the Contractor shall have and maintain a readily available supply of signs.
All sites	Compost	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.
All sites	Sand	Hard, granular natural beach sand, well washed and free of impurities, chemical or organic matter.

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Site or Asset specific	Group	Material specifications
All sites	Bonemeal	Raw, finely ground bonemeal, with a minimum analysis of 3% nitrogen and 20% phosphoric acid.
All sites	Trees	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. 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.
All sites	De-icing agent	De-icing agent shall consist 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. -21C).
All surfaces	Cleaning products	Germicides and surface cleaning products must be EcoLogo certified.
Bridges	Wooden bridge decks	No pressure treated wood will be used. The material of choice must be construction grade, rough sawn eastern white cedar. Hemlock must be used where the wood is in frequent contact with wet soil conditions. No wood preservatives shall be used without the approval of the NCC.

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Site or Asset specific	Group	Material specifications
Fields or turf (naturalized)	Bulbs	<p>Plants are allowed to evolve naturally; bulbs meet average industry standard. (C=10 cm and up). The circumference (C) is measured by wrapping a tape or a string around the widest part of the bulb.</p> <p>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.</p>
Fields or turf (naturalized)	Perennials	<p>Plants are allowed to evolve naturally; perennials meet average industry standard. Perennials: 4 to 6 in. pots.</p> <p>Shall be firm and free from pests, diseases, blemishes and spots, and of size specified in Canadian Nursery Landscape Association – Canadian Standards for Nursery Stock (most recent edition).</p>
Flower beds	Mulch	<p>Canada No. 1 Cedar – Fine Shredded Bark Mulch. From cedar trees varying in size from 25 to 50 mm in diameter and brown in colour. The mulch may be used on any type of bed (i.e. shrub beds, etc.) and the NCC shall identify which sites require mulching.</p>
Flower beds	Bulbs	<p>Bulbs are of "top size" (C=12 cm and up). The circumference (C) is measured by wrapping a tape or a string around the widest part of the bulb. 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.</p>

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Site or Asset specific	Group	Material specifications
Flower beds	Perennials	Plants are healthy, vigorous, well-rooted, and are of superior size. Perennials: 6 in. to 1 gal. pots. All plants of same variety are consistent in form and size. Shall be firm and free from pests, diseases, blemishes and spots, and of size specified in Canadian Nursery Landscape Association – Canadian Standards for Nursery Stock (most recent edition).
Flower beds	Topsoil	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.
Garbage bags	Waste receptacles	Garbage bags used in waste receptacles shall be black, brown or green in colour, length and width as required to fit garbage receptacles. The NCC strongly recommends the use of oxo-biodegradable plastic garbage bags (not compostable bags).
Park benches	Wooden benches	New benches require two (2) coats of Olympic Stain #730 semi-gloss. Metal parts require one (1) coat of primer and two (2) coats of semi-gloss black.
Picnic tables	Stain	Olympic Stain #713 semi-gloss.
Picnic tables	Wood	Select grade Eastern white pine.
Picnic tables	Hardware	All hardware to be hot-dipped galvanized.
Plants	Annuals	Plants are healthy, vigorous, well-rooted, and are of superior size. All plants of same variety are consistent in form and size. 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.

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Site or Asset specific	Group	Material specifications
Plants	Shrubs and ground cover	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. 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.
Roadway granules	De-icing agent	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.
Signage blades and decals	Signage	Supplied by the NCC
Signage posts	Signage	Supplied by the NCC
Tramway shelters - Rockliffe Parkway	Paint	Olympic solid stain, California Rustic. Benjamin Moore CC-722, Vineland.
Turf	Sod	No. 1 Kentucky bluegrass mineral base sod, grown from a minimum of 4 elite Kentucky bluegrass cultivar as defined below (or approved equivalent): 25% Sudden Impact Kentucky Bluegrass 25% Bluechip Kentucky Bluegrass 25% Rush Kentucky Bluegrass 25% Cheetah Kentucky Bluegrass.

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Site or Asset specific	Group	Material specifications
Turf	Fertilizer	Natural fertilizer McInnes 4-3-6 or NCC approved equivalent. Application rate: 1 kg per 10 square metres.
Turf	Fertilizer	Ground agricultural limestone containing not less than 85% carbonates.
Turf	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 m ² . Boulevard/curb side mix: 60% Arctic Perennial Ryegrass 40% SR5210 Creeping Red Fescue Application rate: 1.8 kg per 100 m ² . High Traffic Reinstatement Blend (spring or summer application) 80% Arctic Perennial Ryegrass 20% Bluechip Kentucky Bluegrass Application rate: 4.5 kg per 100 m ² .
Turf	Topsoil	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.
Washrooms	Washroom supplies	Toilet paper, paper towels, soap, etc. Products used must be eco-responsible and/or made from recycled materials.

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Site or Asset specific	Group	Material specifications
Waste receptacles	Wood	Olympic Stain #730 semi-gloss.
Waste receptacles	Paint	Structural steel primer oil alkyd type 1-GP-40 followed by two (2) coats enamel exterior semi-gloss alkyd type 1-GP-59
Winter road salt	De-icing agent	Coarse crushed rock salt to comply with O.P.S.S. 2502 material specifications and shall be 9.75 mm (3/8") maximum and 2.38 mm (1/8") minimum in size. Any other material used for ice control shall be approved by the NCC before its use. There shall be no stockpiles of salt or sand on NCC Lands without prior NCC approval.

8.16 OPERATIONAL SIGNAGE SPECIFICATIONS

Material: 3M 1170 film on 3M 3930, High Intensity Prismatic sheeting

Dimensions: Varies between 100 to 350 mm x 100 to 600 mm

Colours: As per individual sign specifications.

The Contractor will receive individual high-resolution graphic specification sheets for each of the signs shown below.



8.17 WORK ENVIRONMENT AND KNOWN RISKS

The Work that is required is performed on a vast urban territory that includes Pathways, parkways, Roads, urban parks and natural green 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 Work 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 Work assigned to them and establish the necessary control measures. The Contractor must always ensure supervision, methods and training to ensure the occupational health and safety of its Employees and the subcontractors it hires under this Contract.

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

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

8.17.1 Known Risks Matrix

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

	Aviation Parkway	Diplomatic Precinct	Lady Grey Drive	Laurier House	Green Island Park	Rockcliffe Park	Sir George-Étienne Cartier Parkway	Rockcliffe Rockeries
Rugged Terrain (General)	X		X		X	X		
Hill/Slope			X		X	X	X	X
Ravine/Escarpment/Cliff			X		X	X	X	X
Body of Water			X		X	X	X	
Confined Space						X		
Contaminated Area		X				X	X	
Contaminated Waste (droppings, syringes, etc.)	X		X			X	X	
Remote Work Area	X					X	X	X
High Public Use Area	X					X	X	X
High Vehicle Use Area	X					X	X	
Electrical System			X					
Mechanical System						X		X
Drainage/Sewer System			X		X			
Snow and Ice Control		X	X	X	X	X	X	
Working at Night	X	X	X	X	X	X	X	X
Secret and High-Profile Area								
Noxious weeds	X						X	

8.18 SITE MAPS AND GEOGRAPHICAL LIMITS

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TENDER SECURITY REQUIREMENTS

1. The Bidder shall submit tender security with the tender in the form of a bid bond of \$ 200,000.00.
2. A bid bond shall be in an approved form, properly completed, with digital signature(s) and issued by an approved company whose bonds are acceptable to the federal government either at the time of solicitation closing and as identified on the list displayed at the e website below. The approved form for the bid bond is enclosed at the end of this document.
 - a. [EDM2.2.4 Approved Financial Institutions and Acceptable Bonding Companies - Canada.ca](#)
3. Tender security shall lapse or be returned (note a bid bond is a form of tender security that lapses and is not 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.

OBLIGATION TO PROVIDE CONTRACT SECURITY

1. The successful Contractor shall, at the Contractor's expense and within 14 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 4), the Contractor further acknowledges and agrees that it will not be entitled to have access to the site, nor to commence work pursuant to this contract until it has delivered the Contract Security as specified herein.

TYPES AND AMOUNTS OF CONTRACT SECURITY

1. The **successful** Contractor shall deliver to the NCC before award of a contract:
 - a. Performance Bond and a Payment of Labour and Material Bond for each at 25% of year one (1) Total (including taxes) of the Contract (“Initial term of the bond”). Each bond is renewable annually for years 2, 3, 4, 5, 6 and 7 of the Contract.

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 federal government [EDM2.2.4 Approved Financial Institutions and Acceptable Bonding Companies - Canada.ca](#).
 - 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.

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 200 000,00 \$, 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 numériques et provenir d'une compagnie dont les cautionnements sont acceptés par le gouvernement fédéral au moment de la clôture des soumissions et d'une compagnie désignée sur la liste affichée au site Web ci-dessous. Le formulaire approuvé de cautionnement de soumission figure à la fin de la présente section.
 - a. [EDM2.2.4 Institutions financières approuvées et sociétés de cautionnement reconnues - Canada.ca](#)
3. La garantie de soumission viendra à échéance ou sera retournée (noter qu'un cautionnement de soumission est une forme de garantie de soumission qui expire et n'est pas retourné), 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.

OBLIGATION DE DÉPOSER UNE GARANTIE CONTRACTUELLE

1. L'entrepreneur retenu doit, à ses frais et dans les 14 jours suivant la réception d'un avis confirmant que la CCN accepte son offre, obtenir et déposer auprès de la CCN une garantie contractuelle sous l'une des formes prescrites dans la TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE.
2. Si la totalité ou une partie de la garantie contractuelle déposée se présente sous la forme d'un dépôt de garantie, cette garantie est conservée et traitée conformément à la REMISE DU DÉPÔT DE GARANTIE et à la DÉPÔT DE GARANTIE - CONFISCATION OU REMISE.
3. Si une partie de la garantie contractuelle déposée se présente sous la forme d'un cautionnement pour le paiement de la main-d'œuvre et des matériaux, l'entrepreneur doit en afficher une copie à l'emplacement des travaux.

ANNEX B : NCC tender file AL1845 - Tender Security & Contract Security Requirements
ANNEXE B : CCN appel d'offre AL1845- Exigences relatives à la Garantie de soumission et Garantie contractuelle

4. Le dépôt de la garantie contractuelle, selon les modalités précisées dans les présentes, constitue une des conditions préalables à l'autorisation du premier paiement progressif.
5. En plus des limites imposées en vertu de l'alinéa 4), l'entrepreneur reconnaît et accepte qu'il n'aura pas accès au site des travaux, ni ne pourra commencer les travaux visés par le contrat, jusqu'à ce qu'il ait versé la garantie contractuelle selon les modalités précisées dans les présentes.

TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE

1. L'entrepreneur **retenu** doit déposer auprès de la CCN avant l'attribution d'un contrat:
 - a. Un cautionnement d'exécution et un cautionnement pour le paiement de la main-d'œuvre et des matériaux, représentant chacun à 25 % du montant total (taxes comprises) de la première année du contrat ("Terme initial du cautionnement"). Chaque cautionnement est renouvelable annuellement pour les années 2, 3, 4, 5, 6 et 7 du contrat.
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 le gouvernement fédérale [EDM2.2.4 Institutions financières approuvées et sociétés de cautionnement reconnues - Canada.ca](#).
 - 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.

NCC-CCN

Annex C – Mandatory & Point Rated Technical Criteria

NCC tender file # AL1845 – Eastern Lands Maintenance
Management Services

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1 Context

The NCC's Stewardship Branch is seeking proposals from entrepreneurs who are experienced, suitably qualified service providers, and who share these objectives and values. 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.

Page count:

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

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

do not factor in the page count:

- Company cover letter,
- Tender security,
- Personnel CVs,

- Technical proposal section separators
- All NCC RFP appendices

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

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
Environmental Sustainability and Emission Reductions	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	100 points	3.6
Unit rates for Standing Offer Agreement	Rated	20 points	3.6

120 points

Annex C – Mandatory & Point Rated Technical Criteria – Eastern Lands Maintenance Management Services

Rated requirement categories shall be evaluated and shall have points attributed according to the following point distribution scale.

COMPANY EXPERIENCE	15 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 of minimum \$450K Operational categories: Landscape, Civil, and Snow and Ice Control: The bidder would receive 15 points for the example and 3 additional points for the operation categories for a total of 18 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
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
ENVIRONMENTAL SUSTAINABILITY AND EMISSION REDUCTIONS	Did not submit information which could be evaluated	Poor and insufficient information; lacks complete or almost complete understanding of environmental sustainability and emission reduction strategies.	Limited understanding; demonstrated a limited understanding of environmental sustainability and emission reduction strategies.	Understands the principles; demonstrated an understanding of environmental sustainability and emission reduction strategies.	Very good understanding; demonstrated a very good understanding of environmental sustainability and emission reduction strategies.	Superior understanding; demonstrated an excellent understanding of environmental sustainability and emission reduction strategies.

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

Three (3) 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

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

Four (4) pages or less.

Bidders **must provide two (2) examples** of contracts completed (or currently in progress) within the past seven (7) years that closely resembles as best as possible all of the work activities of this RFP. 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 of \$450,000 per Year including taxes.
2. Points will be attributed for examples that require(d) the Bidder to supply services in the following operational categories:
 - a. Landscape: Maintenance of flower beds and floral displays, turf Maintenance, tree Maintenance, felling, pruning, general grounds maintenance;
 - b. Civil: Maintenance of; irrigation Systems, picnic tables and small assets, small buildings and structures, signage supports, gates and fences, road and trail surfaces;
 - c. Snow and Ice Control: snow clearing and removal using small, medium and large equipment;
 - d. Waste management and cleaning: waste collection and hauling.

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
- Environmental Sustainability and Emission Reductions

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

- Company controlled services and services delivered by subcontractors;
- Method of monitoring to ensure the provision of high-quality services;
- Existing and planned environmental sustainability and emission reduction strategies.
- The ways and means by which the Contractor will reduce its operational footprint while maintaining or exceeding the specifications of the Contract. The operational footprint is generated in large part by the type and size of vehicles and equipment the Contractor chooses to use on NCC properties and pathways to perform the Work, which in turn affects

the experience of recreational users.

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 way 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 includes environmental sustainability and emission reduction strategies linked to maintenance activities.

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

3.5.1 Summary

Four (4) 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

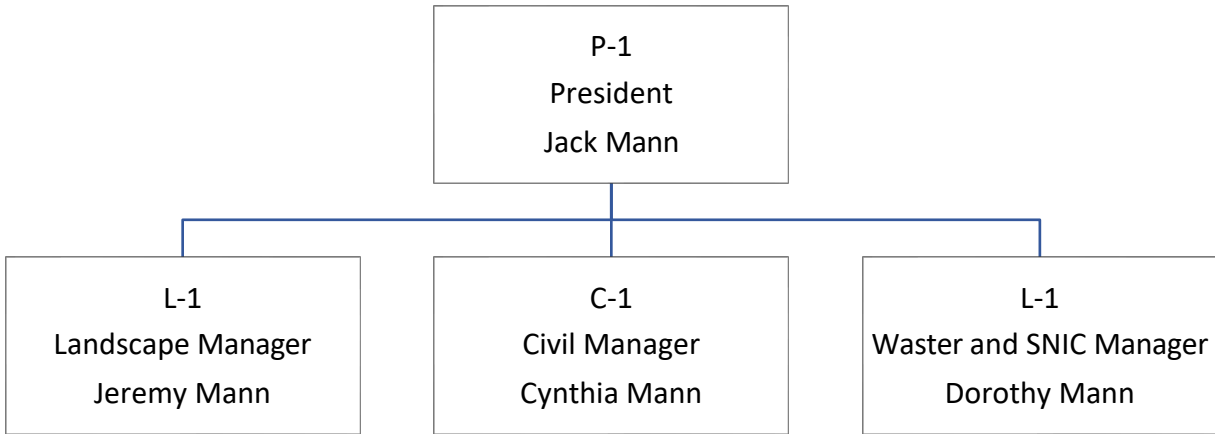
Four (4) pages or less for summer, and, four (4) pages or less for winter.

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;
- The chart **must clearly indicate the reporting relationships between positions** (e.g., lines

and levels on chart indicating supervisory relationships).

EXAMPLE



3.5.3 Work Responsibilities

Six (6) 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
- Personnel listed must adhere to the Minimum Personnel Qualification Requirements of section 8 of the Statement of Work.

Position Functions – (Sample)				
Position	Dedication to this Contract	Responsibilities	Experience	Qualifications
P-1 President Jack Mann	15%	Manages budgeting and reporting functions of the Contract.	10 years as principal owner.	MBA (2006)
L-1 Landscape Manager Jeremy Mann	100%	Manages all Landscaping operations of the Contract.	25 years in landscaping and grounds maintenance. 11 years as crew leader/manager.	Landscaping certificate (1994)
C-1 Civil Manager Cynthia Mann	20%	Manages all Civil operation functions of the Contract.	8 years	Certified electrician (2015), Master plumber (2017).
W-1 Waste and SNIC Manager Dorothy Mann	25%	Manages all waste and snow removal operation functions of the Contract.	4 years	

3.5.4 Work Schedules

Twenty (20) pages or less.

Describe how the company would organize Maintenance activities by describing the activities **for each day of the week**, including distribution/routing of manpower, Equipment and vehicles used to perform the Work. **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 April.
2. One typical week in July.
3. One typical week in October.
4. One typical week in January, which includes one day where there is a 10 cm snowfall.

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 of operations on the first Year of the Term of the Contract, beginning six (6) weeks prior to the beginning of the Term (April 1st) and ending six (6) weeks later;
- Response to emergencies;
- Site Monitoring, site inspections and overall quality control.

3.5.6 Environmental Sustainability and Emission Reductions

Six (6) pages or less

The NCC is seeking a Contractor that will demonstrate leadership and innovation regarding environmental sustainability and climate change adaptation with the objective of reducing greenhouse gas emissions. Bidders must provide a report of measures taken by the company in the two (2) years prior to this Contract to increase the environmental sustainability of the company. Indicate what additional measures will be taken by year two (2) of the contract, year four (4) of the contract, and year six (6) of the contract to increase the environmental sustainability of operations related to performing the Work.

3.6 STAGE 4: Financial bid

See Appendix D Financial bid

NCC-CCN

Annex D – Financial Proposal

Eastern Lands Maintenance Management Services

Annex D – Financial Proposal

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2	Delivery of Financial Proposal	3
3	Financial Proposal	3
4	Annexes	5
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4.1.2	<i>Annex D-A (2)</i>	6
4.1.3	<i>Annexes D-A (3)</i>	7
4.1.4	<i>Annex D-A-(4): Unit Rates for a Standing Offer Agreement (SOA)</i>	8

Annex D – Financial Proposal

1 Currency

All fees, hourly rates/unit prices and taxes submitted in this Financial Proposal are to be in Canadian Dollars.

2 Delivery of Financial Proposal

The Financial Proposal should be submitted in email #2 (do not insert any other document in email #2). 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 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 email address, amendments thereto by email are acceptable provided that such amendments be also received prior to the RFP closing date and time and only at the email Bids-soumissions@ncc-ccn.ca , 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 email address clearly indicating 'NCC tender file AL1845 – Email no. 2 - Revision dated yyyy-mm-dd'. Repeat if necessary. Annex D-A (1), (2), (3), and (4) forms must be complete, dated and submitted. Most recent revision has precedence over previous version(s).

3 Financial Proposal

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

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

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

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

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

Annex D – Financial Proposal

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

Percentage increases for inflation for years 2, 3, 4, 5, 6 and 7 of the Contract have already been set at 2.0% per year for Annex D-A-(3). Yearly percentage increases of 2.0% for inflation are applied only to the fixed fee amounts of lines 1 through 8 (Sites) of Annex D-A-(3) and the SOA unit rate fees in Annex D-A-(4) for fiscal year 2 thru to fiscal year 7.

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

Unit price boxes for twelve (12) SOA items in Annex D-A-(4) to be inserted with an all-inclusive unit rate in Canadian dollars excluding taxes and must be representative of the services performed for each item. Complete all Extended Totals in Annex D-A-(4) including Subtotal. All rates must be representative of the services/goods for each item.

4 Annexes

4.1.1 Annex D-A-(1)

FEE PROPOSAL (in Canadian Dollars)

TO: Procurement Services, National Capital Commission, Bids-soumissions@ncc-ccn.ca . Refer to NCC tender file No. AL1845

I/We _____ (Name of Bidder)

Business Address _____

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

I/We hereby offer to provide the goods and services in a careful and workmanlike manner described in the NCC tender file # AL1845 for the seven (7) 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 # AL1845. I/We undertake to be bound by the Terms and Conditions of the RFP and resulting Contract.

Annex D – Financial Proposal

4.1.2 Annex D-A (2)

ADDENDA

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

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

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

This _____ day of _____, 2023. Signed, sealed and delivered by the Bidder(s) in the presence of:

_____ Signature of Bidder/Position I have authority to bind the corporation (for corporate Bidder)

Signature of Witness (optional)

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

Contract Contact _____ Business Telephone _____ Email _____

Annex D – Financial Proposal

4.1.3 Annexes D-A (3)

Item	Sites/Services/Allocations							
		+2.0% increase from Year 1 rates	+2.0% increase from Year 2 calculated rates	+2.0% increase from Year 3 calculated rates	+2.0% increase from Year 4 calculated rates	+2.0% increase from Year 5 calculated rates	+2.0% increase from Year 6 calculated rates	
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
		Fiscal Year 1 (Apr 1/24 - Mar 31/25)	Fiscal Year 2 (Apr 1/25 - Mar 31/26)	Fiscal Year 3 (Apr 1/26 - Mar 31/27)	Fiscal Year 4 (Apr 1/27 - Mar 31/28)	Fiscal Year 5 (Apr 1/28 - Mar 31/29)	Fiscal Year 6 (Apr 1/29 - Mar 31/30)	Fiscal Year 7 (Apr 1/30 - Mar 31/31)
1	Aviation Parkway							
2	Diplomatic Precinct							
3	Lady Grey Drive							
4	Laurier House							
5	Green Island Park							
6	Rockliffe Park							
7	Sir George-Étienne Cartier Parkway							
8	Rockliffe Rockeries							
9	Variable Operational Requirements Allocation	\$ 175,000	\$ 178,500	\$ 182,070	\$ 185,711	\$ 189,426	\$ 193,214	\$ 197,078

NOTE: Yearly CPI increase to fixed prices set at 2% per Year

The NCC may adjust the allowance amount of the VOR as it sees fit.

SUB-TOTAL= (A)								
13% OHST (A x 0.13) = (B)								
GRAND TOTAL (A + B) = (C)								

GRAND-TOTAL(7 yrs)

Annex D – Financial Proposal

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

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

All unit rate fees in column B are 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 1.0 point reduction penalty per unit rate.

Unit rates are to be used for any alterations to the scope of the Contract (see SOW), reconciling VOR activities or for the establishment of a Standing Offer Agreement (SOA). The NCC reserves the right not to include certain tasks or services in the Standing Offer Agreement and/or not to establish a Standing Offer Agreement with the Contractor if the rates don't reflect current market rates. A minimum call-up of 3 hours shall apply to tasks identified with an asterisk (*). The 3-hour minimum shall be applicable only once per task, project or invoice. For all other tasks where an hourly rate applies, a minimum call-up of 1 hour shall apply. The 1 hour minimum shall be applicable only once per task, project or invoice. The Contractor shall supply a copy of certification for full-time employees. Proof of subcontractor's certification shall be supplied upon request from CMO.

Truck = pickup.

Tools = shovel, rake, etc.

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

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

Annex D – Financial Proposal

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

BIDDER / SOUMISSIONNAIRE: _____

					A			B	C = A x B
SERVICES CATEGORY - ENGLISH	CATÉGORIE DE SERVICES - FRANÇAIS	ITEM # / NO. ITEM	STANDING OFFER AGREEMENT (SOA) ITEM DESCRIPTION - ENGLISH	CONVENTION OFFRE A COMMANDES DESCRIPTION DE L'ITEM - FRANÇAIS	BID QTY (for bid evaluation purposes only) QTÉ DE SOUMISSIO N (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
Labour	Main d'oeuvre	1	General labour	Main d'œuvre	80	per / par	hour / heure		
		2	Skilled labour	Main-d'œuvre qualifiée	60	per / par	hour / heure		
		3	Specialized labour	Main-d'œuvre spécialisée	60	per / par	hour / heure		
Trucks and dump trucks	Camions et camions-benne	4	Five-ton or less	Cinq-tonne et moins	30	per / par	hour / heure		

Annex D – Financial Proposal

		5	Tandem vehicle	Véhicule à essieu en tandem	10	per / par	hour / heure		
		6	Tri-axle vehicle	Véhicule à trois essieux	10	per / par	hour / heure		
Tractor with PTO <u>and</u> attachments	Tracteur avec prise de mouvement <u>et</u> accessoires	7	Garden tractor (25 HP or less)	Microtracteur (25 HP et moins)	30	per / par	hour / heure		
		8	Compact tractor	Petit tracteur	20	per / par	hour / heure		
		9	Tractor (70 HP and above)	Tracteur (70 HP et plus)	20	per / par	hour / heure		
Construction equipment with attachments	Engin de chantier avec accessoires	10	Small equipment (skid steer loader, forklift, compact excavator, etc.)	Petit engin (chargeur à direction différentielle, chariot élévateur, mini-excavatrice, etc.)	30	per / par	hour / heure		
		11	Medium-sized equipment (backhoe, compact wheel loader, etc.)	Engin de taille moyenne (chargeuse-pelleteuse, chargeuses sur pneus compactes, etc.)	20	per / par	hour / heure		
		12	Construction equipment (ie. loader).	Engin de chantier (par exemple chargeuse)	10	per / par	hour / heure		
								ANNEXE D-A-4 SUBTOTAL / MONTANT PARTIEL	

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 EASTERN LANDS MAINTENANCE MANAGEMENT SERVICES CONTRACT UNDER BID SOLICITATION # AL1845**

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 seven (7) years, from April 1, 2024 to March 31, 2031.

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 \$50,000 CDN including applicable taxes, unless authorized by Procurement Services. 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 \$ 500,000.00 CDN including taxes for the seven (7) term. 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 D'ENTRETIEN DES TERRAINS DE L'EST SOUS L'APPEL D'OFFRE N ° AL1845.**

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

2.2 DISPOSITIONS GÉNÉRALES

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

Il est entendu et convenu que :

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

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

2.3 PÉRIODE DE L'OFFRE À COMMANDES :

L'OAC durera cinq années, du 1^{er} avril 2024 au 31 mars 2031.

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 :

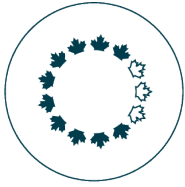
Le montant global qu'on peut verser pour une commande d'achat (commande subséquente) est de 50 000 \$ CAN incluant les taxes, sauf autorisation des services d'approvisionnement. Les services peuvent être livrés seulement au moment où la division des contrats de la CCN aura émis un numéro de commande 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 500 000,00 \$ CAN incluant taxes pour sept (7) 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 dans une manière prudent.

2.7 FACTURATION :

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



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

SECURITY REQUIREMENTS

Security Requirements

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

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

Security screening of individual

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

Fingerprinting

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

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

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

Responsibilities of the Company Security Officer (CSO)

The CSO responsibilities are the following:

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

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

Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;

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

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

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

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

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

Access to site

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

Security of Information

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

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

Confidentiality and Safeguarding

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

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

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

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

CONTRACT / MARCHÉ	
Description and location of work / Description et endroit des travaux	Contract no. / N° de contrat

INSURER / ASSUREUR			
Name / Nom			
Address / Adresse	No., Street / N°, rue		
	City / Ville	Province	Postal code / Code postal

BROKER / COURTIER			
Name / Nom			
Address / Adresse	No., Street / N°, rue		
	City / Ville	Province	Postal code / Code postal

INSURED / ASSURÉ			
Name of contractor / Nom de l'entrepreneur			
Address / Adresse	No., Street / N°, rue		
	City / Ville	Province	Postal code / Code postal

ADDITIONAL INSURED / ASSURÉ ADDITIONNEL

The National Capital Commission / La Commission de la capitale nationale

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)				

<p>Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.</p>	<p>Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.</p>
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_____ 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 \$ 200,000.00

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 a hundred and eighty (180) 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 25% of year one (1) Total (including taxes) of the Contract ("Initial term of the bond"). Each bond is renewable annually for years 2, 3, 4, 5, 6 and 7 of the Contract;
- (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.

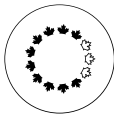
PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

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:

Note: Affix Corporate seal if applicable.

Principal	
Witness	
Surety	



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 LPFP		<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 LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Address / Adresse		Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :
Postal code / Code postal		()	()

PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR

IMPORTANT: CHOOSE ONLY ONE OF THE FOLLOWING / CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES :

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : _____	Number / Numéro : _____			
Not registered / non inscrit <input type="checkbox"/>	Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>			
Contract for services only / Contrat de services seulement <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.

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.

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.