

**INVITATION TO TENDER
INVITATION À SOUMISSIONNER**

Page 1 of/de 3

NCC FILE NO.
NO DE DOSSIER DE LA CCN:

NG278

ADDRESS ENQUIRIES TO:
ADRESSER LES DEMANDES DE RESNSEIGNEMENTS À:

Nicole Galipeau
Telephone : 613-239-5678 ext. 5191
e-mail : nicole.galipeau@ncc-ccn.ca

INVITATION DATE/DATE DE L'APPEL D'OFFRES:

August 20, 2014

BID CLOSING/CLÔTURE DE L'OFFRE:

September 30, 2014 at 3:00 p.m. Ottawa time

SEND TENDER TO:

ENVOYER LA SOUMISSION À:



**Sr. Contract Officer – Nicole Galipeau
National Capital Commission
Procurement Services
40 Elgin Street - 3rd Floor
Ottawa, Ontario K1P 1C7**

Reference Tender File no.: NG278

Rideau Canal Skateway Small Asset Support Services

NON MANADATORY SITE VISIT: Bidders are invited to attend, at their cost, a site visit. The site visit will commence promptly at 10:00 am Ottawa time on September 3, 2014 at the NCC Warehouse located at 1740 Woodroffe Ave., Ottawa, Ontario.

There is a **public opening** scheduled for September 30, 2014 in room 306 at 40 Elgin Street in Ottawa, Ontario shortly after 3 p.m.

1. OFFER:

The undersigned bidder (hereinafter called the "Contractor") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to supply & deliver the services in accordance with the terms of reference, terms and conditions, for the all-inclusive lump sum and/or unit price(s) as set out in section 4 herein

2. Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at nicole.galipeau@ncc-ccn.ca or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

3. GENERAL AGREEMENT The Contractor agrees:

3.1. to provide at his own cost the following securities:

- (a) with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **\$10,000**;

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- (b) upon notification of acceptance of tender if requested to do so, a Performance Bond in the amount of **\$20,000.00**.
- 3.2. that this Offer and Agreement, together with the Terms of Reference, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
- 3.3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission
- 3.4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
4. The Contractor agrees that the following is(are) the all-inclusive lump sum and/or unit price(s) referred to in Clause 1:
- | | |
|---|----|
| 5-YEAR GRAND TOTAL (including taxes) | \$ |
| Amount transferred from Appendix D | |
5. **The tender is to include Appendix D and all relevant information as defined in the Terms of Reference and as more particularly described in section 9.**
6. One contract will be awarded for a period of five (5) years commencing on signing of contract to March 31, 2019.
7. The Bidder submitting the lowest total cost for the five year term shall be deemed the successful bidder.
8. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Québec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
9. Page 3 of 3 of this invitation to tender must be dated, signed and returned with your tender, thereby acknowledging the receipt and acceptance of the Terms of Reference and the General Conditions.
10. In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date **will not be accepted**.
11. The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the Invitation to Tender, and/or to reissue the Invitation to Tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or any/all tenderers.
12. **Facsimile or e-mail transmittal of tenders are not acceptable.**

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13. SECURITY REQUIREMENTS

Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, the Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

For this contract, it was determined that the NCC shall require **Reliability status**. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence.

The supplier shall appoint a Company Security Representative which will act as liaison with the NCC Corporate Security to ensure coordination of the screening process.

The NCC shall process the clearances once the individuals have been identified.

14. SOA Expenditure Limits

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$5,000.00 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations when the initial estimate of the work exceeds \$5,000.00 CDN all inclusive.

The estimated expenditure for the associated Standing Offer Agreement will be \$150,000 CDN (including taxes). As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure by 10% but in no circumstance will the total estimated expenditure be more than \$165,000 (including taxes).

15. ADDENDUM ACKNOWLEDGEMENT

I/We acknowledge receipt of the following addenda _____ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).		
Contractor's Name and Address – Nom et adresse de l'entrepreneur Telephone no. /No. de téléphone : _____ Fax no. / No. de télécopieur : _____ Email / Courriel : _____	_____ Print Name - Nom en caractère d'imprimerie	
	_____ Signature	_____ Date
	_____ Witness Signature – Signature du témoin	

INSTRUCTIONS TO TENDERERS

1. Address

The tender envelope shall be addressed to Finance and Procurement Services, National Capital Commission, 40 Elgin Street, 3rd floor, Info Centre, Ottawa, Ontario K1P 1C7.

The name and address of the tenderer and the due time and date of the tender shall be clearly shown on the envelope.

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

4. Revision of Tenders

The tenderer may revise his tender by fax, or letter provided it is received before the tender closing date and time.

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

- i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission.

OR

- ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission.

OR

- iii) Bonds of the Government of Canada payable to bearer.

OR

- iv) Cash

3. Upon notification of acceptance of tender:

1. If the tender is valued at less than \$30,000.00 including taxes, the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause 2 of the Tender/Contract.
2. If the tender is valued in excess of \$30,000.00 including taxes, the successful tenderer shall be called upon by Procurement Services to provide the security as described in Clause 2 of the Tender/Contract.

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

If description, units of measure and estimated quantities are shown on the Tender/Contract form, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers to the Total column and add the Total column. Calculate the GST and QST (if applicable) on the total amount.

INSTRUCTIONS TO TENDERERS

Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided for the Contractor's Full Business Name and Contractor's Business Address respectively.

Sign the Tender/Contract form in the space provided as indicated below.

The tender must be signed by a duly authorized signing officer of the Company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the tender.

Do not make any entry in the signature section marked for Commission use only.

Tenders are to be submitted in two copies, duly completed in the envelope provided. The tenderer should retain the third copy of the tender for his record.

8. Insurance

The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such insurance shall be filed with the National Capital Commission for protection. Such insurance certificates shall be maintained until the National Capital Commission certifies that the work is complete.

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident as well as negligence. A copy of the policy must be given to the National Capital Commission prior to commencing work.

NOTE: These Instructions need not be submitted with your tender.

9. Applications for Approval Certificates

Wherever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of such materials. During tendering period, alternative materials will be considered if full descriptive data are submitted in writing at least seven days before the tender closing date. Approval of submission will be signified by the issuance of an addendum to the tender documents.

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chairman and/or Executive Vice-President and General Manager upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

2. Assignment and Subcontracting

This contract may not be assigned without the written consent of the Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Project Manager/Officer. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

3. Members of The House of Commons

No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

4. Indemnification

The Contractor shall indemnify, and save harmless the National Capital Commission from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, other than those arising from a defect in title to the site of the work or the infringement of a patent arising from a design supplied by the National Capital Commission, but including his omissions improper acts or delays in executing the work under the contract.

5. Property of the National Capital Commission

The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the National Capital Commission arising out of the performance of the work whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the Project Manager/Officer and the Contractor shall, at any time when requested to do so, account to the Project Manager/Officer for the use of such property.

GENERAL CONDITIONS

6. Permits and By-Laws

The Contractor shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission and shall pay for all permits and certificates required in respect of the execution of the work.

7. Canadian Labour and Materials

Insofar as is practicable the Contractor shall employ and use Canadian labour and materials in the execution of the work and utilize the services of the Canada Manpower Centre in the recruitment of such labour.

8. Publicity

1. The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the work without the approval of the Project Manager/Officer.
2. All exterior signs erected by the contractor will be in both official languages and subject to NCC approval.

9. Materials, Equipment, etc. to become Property of the National Capital Commission

All materials and plants used or provided for the work shall be the property of the National Capital Commission, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Project Manager/Officer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to materials or plants that are the property of the National Capital Commission by virtue of this section.

10. Contractor's Superintendent and Workers

The Contractor will keep a competent superintendent on the site of the work at all times during the progress of the work unless otherwise authorized by the Project Manager/Officer. The superintendent must be acceptable to the Project Manager/Officer and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and workers not acceptable to the Project Manager/Officer because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

GENERAL CONDITIONS

11. Co-operation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Project Manager/Officer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the Project Manager/Officer the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 20.

12. Claims Against and Obligations of the Contractor or Subcontractor

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

1. have access to the work at all times during its execution and the Contractor will provide the Project Manager/Officer with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Project Manager/Officer shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 20 hereof.

The Contractor shall comply with any decision or direction of the Project Manager/Officer given under this section.

GENERAL CONDITIONS

14. Delay, Non-compliance, or Default by the Contractor

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Project Manager/Officer properly given, or is in default in any other manner under the contract, the Project Manager/Officer may do such things as he deems necessary to correct the Contractor's default.

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the Commission may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager/Officer, terminate the contract in accordance with Section 17.

15. Changes in soil conditions, National Capital Commission delays

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the Architect/Engineer that the additional cost, loss or damage is directly attributable to:
 - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
 - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

16. Protesting Project Manager/Officer's Decision

If the Contractor, within 10 days of receiving any decision or direction of the Project Manager/Officer, gives written notice to the Project Manager/Officer that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 20, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

1. The Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the Commission suspends the work for a period in excess of 30 days the Contractor may request the Commission to terminate the work under sub-section 4 hereof.
3. If the Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

18. Security Deposit

If any security deposit is provided by the Contractor pursuant to this contract it shall be dealt with in accordance with the Government Contracts Regulations, provided that if the Contractor is in breach or default under the contract the National Capital Commission may convert or negotiate such security to its own use. If a Labour and Material Payment Bond is provided pursuant to the contract the Contractor shall post on the site of the work a notice to that effect which shall include the name and address of the Surety, definition of those persons protected therein and an outline of the procedure for submitting a claim.

19. No Additional Payment

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

GENERAL CONDITIONS

20. Determination of Costs

For the purposes of Section 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Section 25.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the Project Manager/Officer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Project Manager/Officer.

21. Records to be Kept by Contractor

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

22. Extension of Time

The Commission may, on the application of the Contractor, made before the day fixed for the completion of the work, extend the time for completion of the work. The Contractor shall pay to the National Capital Commission an amount equal to the National Capital Commission's expenses and damages incurred or suffered by reason of the delay in completion of the work unless in the opinion of the Commission such delay was due to causes beyond the control of the Contractor.

23. Cleaning of Work

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Project Manager/Officer.

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

On the day that the work has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the Project Manager/Officer, the Project Manager/Officer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the Project Manager/Officer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Offer and Agreement, such certificate to be binding upon the Contractor and the National Capital Commission.

25. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
 - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
 - ii) The Project Manager/Officer and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Project Manager/Officer and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 20 hereof.

GENERAL CONDITIONS

3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Project Manager/Officer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Project Manager/Officer in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the Project Manager/Officer.
4. Sixty (60) days after the issue by the Project Manager/Officer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 12, surety bond or security deposit pursuant to Clause 5 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within 60 days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

26. Correction of defects

Should the Contractor receive notice from the Architect/Engineer requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect or vice becomes evident not later than twelve (12) months following the date of the Final Certificate of Completion.

GENERAL CONDITIONS

27. Liability Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

28. Workers Compensation

Successful construction project Contractors shall be required to provide evidence of compliance with workers' compensation legislation applicable to the place of the work including payments due thereunder, prior to award of the contract. Every successful construction project Contractor shall be required to provide evidence of such compliance at the time of submitting its first progress claim, at the time of substantial performance of the Work, and prior to issuance of the Certificate of Completion.

TERMS OF REFERENCE

RIDEAU CANAL SKATEWAY

SMALL ASSET SUPPORT SERVICES

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RIDEAU CANAL SKATEWAY SMALL ASSET SUPPORT SERVICES

1. PURPOSE

The National Capital Commission is proceeding with an Invitation to Tender (ITT) for the provision of support services for the maintenance, installation and removal of small assets required for the operation of the Rideau Canal Skateway.

A non-mandatory site visit enabling Contractors to view specific structures and materials related to the work in this contract will take place at the NCC Warehouse at 1740 Woodroffe Avenue in Ottawa. While not mandatory, it is strongly recommended that Contractors attend to familiarize themselves with the assets. Please refer to Invitation to Tender document for date and time of site visit.

2. BACKGROUND

National Capital Commission

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada. Our goal is to ensure that Canada's Capital Region is a source of national pride and significance.

Rideau Canal Skateway

The pride of Canada's Capital Region is the Rideau Canal. Each winter this historic waterway is transformed into the world's largest skating rink. Every year, throngs of skaters and outdoor enthusiasts from all over Canada and the world enjoy the fantastic 7.8 kilometre ice surface that winds through the heart of Ottawa.

The Rideau Canal Skateway is a skating rink and more. You'll find concession stands and other services including skate and sled rentals and shelters and rest areas. The Skateway also serves as a stage for Winterlude, the Capital's internationally renowned festival and North America's greatest winter celebration.

The Rideau Canal is one of Canada's nine heritage canals. This National Historic Site is owned by Parks Canada. The Skateway portion is managed by the National Capital Commission during the

winter months. The Rideau Canal makes an important contribution year-round to the beauty and spirit of Canada's Capital Region.

On average, the skating season starts after New Year's Day, weather permitting. The ice must be at least **30 centimetres** (12 inches) thick for skaters to be allowed on the Rideau Canal Skateway. The NCC Ice Safety Committee experts assess the ice thickness and quality before the official opening of the Skateway can be announced. The Committee continuously monitors ice conditions throughout the skating season.

3. DURATION OF THE CONTRACT

This Contract is for a five (5) year term commencing on signing of the contract (Fall 2014) and ending on March 31, 2019.

4. DEFINITIONS

Whenever the following words appear in this document, they will have the meaning indicated hereunder:

Commission or NCC	Means the National Capital Commission and its successors and assigns.
Winterlude	Means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) usually beginning on the first Friday of February.
RCS or Skateway	Means the Rideau Canal Skateway.
Soft signage	Means any printed material on vinyl, coroplast or fabric. The material may sometimes be affixed or mounted on a rigid surface i.e.: plywood.
Chalet	Means a small building (approximately 52 feet long by 14 feet wide and 15 feet high) that is temporarily installed on the RCS for winter to provide washrooms and change areas to skaters and participants of Winterlude.
MHP	Major's Hill Park
JCP	Jacques Cartier Park
Confed	Confederation Park
Bayview	Heritage Canada warehouse located at 80 Bayview Road
Woodroffe	NCC warehouse located at the Greenbelt Research Farm, 1740 Woodroffe Avenue
CMO	NCC Contract Monitoring Officer
CS signage system	Core Support signage system (i.e.; CS-1, CS-2, CS-4)
Successful Bidder	Means the Contractor, if any, to whom the NCC has awarded the Contract.
Contractor	Is synonymous with Successful Bidder.

5. SCOPE OF WORK

Provide transportation, logistical support for the maintenance, installation and removal of small assets required for the operation of the RCS and some aspects of Winterlude. More specifically, the Contractor will;

- a) Deliver, install and remove operational and event specific structures and small assets.
- b) Deliver, install and remove operational and event specific signage.
- c) Supply personnel as required to execute the work contained in these Terms of Reference. This will include, but not be limited to: labourers, supervisors and tradesmen with specialized skills.
- d) Supply specialized tools, hardware, materials and equipment as required by the tasks contained in these Terms of Reference.
- e) Perform on-going maintenance and refurbishing of assets, as required or as requested by the NCC. This would also include a preventative maintenance program.
- f) Prepare daily and weekly activity reports and post-event reports as detailed in these Terms of Reference.

6. SKATEWAY DATA AND STATISTICS

The following information has been compiled from a variety of sources and is included to enable potential bidders to better understand the RCS and the weather factors that affect its operation every year.

- The Skateway runs 7.8 kilometres from downtown Ottawa, along Colonel By Drive to the Hartwell Locks, located near Carleton University.
- The actual skating surface is comparable to more than 90 Olympic-sized skating rinks or 166,000 square meters.
- Snow is removed from an area equal to 265,000 square meters.
- Every February, the Rideau Canal Skateway is the stage for Winterlude.
- On average, the skating season starts on New Year's Day, weather permitting.
- An average skating season is 43 days (skating days), however the overall season would span over an average of 55 days (accounting for the days the Skateway would be closed)
- Every year in mid-October, Parks Canada drains the Rideau Canal by opening the sluice valves at the Ottawa Locks near the Fairmont Château Laurier Hotel. In just a few short days, vehicle-access ramps, skate shelters and other facilities are installed in the Skateway before beams are placed at the locks and the water is raised to skating level. From then, until the time the surface freezes, maintenance crews are busy installing stairs, hooking up plumbing and electricity, and setting up an entire infrastructure before the opening of the season.
- Maintenance crews work day and night to keep the skating surface smooth and clear. Snow removal is ongoing, and the Skateway is flooded every night, weather permitting.
- The ice must be at least 30 centimetres (12 inches) thick for skaters to be allowed on the Rideau Canal Skateway. The NCC Ice Safety Committee experts assess the ice thickness before the

official opening of the Skateway can be announced. The Committee continuously monitors ice conditions throughout the skating season.

- The NCC uses a flag system to indicate Skateway conditions. The green flag means fair to good conditions, but caution should be used when skating. The red flag means the Skateway is closed and conditions are unsafe.
- The Skateway features an array of services such as concession stands, skate and sleigh rentals, shelters and rest areas.

7. SPECIFICATIONS

The following section of this document will describe in greater detail the tasks to be performed. Although certain inter-related tasks have been grouped together, such grouping is arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the Terms of Reference and not to dictate the operational sequence of tasks. Each description has been divided into the following categories:

Description

A more detailed description of the tasks is given in this section. Where this is not possible or practical, more detail is given in the *Requirements* section.

Timing

General timing and scheduling information is given, but as has been stated before, RCS schedules are affected by ice conditions and weather. To this end, it is expected the Contractor will work closely with the NCC in order to adapt to changing conditions while fulfilling the obligations of this contract.

Requirements

Task requirements are described in greater detail in this section. Once awarded the contract, the Contractor is expected to develop safe and efficient methods to deliver the services in this contract. The NCC will work closely with the Contractor in order to develop and maintain methods and procedures that are safe, efficient and meet the operational requirements of the RCS.

Typical resources

Resources required by specific tasks are listed in this section. The resources listed are guidelines and should not be considered complete.

7.1 Event specific structures and small assets

DESCRIPTION

The delivery, installation and removal of the small assets needed for the operation of the RCS and certain aspects of Winterlude. A complete list of assets is provided in APPENDIX B - Inventory and Distribution of Small Assets.

TIMING

Please refer to APPENDIX A - Key Activity Schedule – Typical timeline for a general timeline of installation requirements. The Contractor will be asked to develop the final installation schedule in collaboration with the NCC. As with all work on the RCS, schedules will be affected by ice

conditions and weather. Generally, installation work on weekends is to be avoided because of the large number of skaters on the RCS.

REQUIREMENTS

Contractor responsibilities:

- a) Provide the necessary type of transportation in order to move the assets to and from the designated warehouses. Once delivered to the RCS, most assets need to be moved from the drop off location to the location where they are needed. In most cases, assets are to be delivered to Dows Lake and are then moved to other locations. The Contractor can also deliver assets to the access ramps at 5th Avenue and Concord (see APPENDIX C - RCS site maps). Small assets can be moved on the RCS by pick-up truck, as dictated by ice conditions.
- b) Provide qualified personnel in sufficient numbers in order to handle, load, unload and assemble the assets in a safe and efficient manner.
- c) Transport assets in such a way as to minimise possible damage.
- d) Ensure that assets are bundled, piled, stacked or otherwise returned to the warehouses as per the specifications given to the Contractor by warehouse staff.
- e) Ensure that ground-based assets are plumb and level once installed. For the most part, ground based assets are installed on level ground (ice) however, when the ground (ice) is not level, it will be the responsibility of the Contractor to provide blocking/shims and a level to ensure that the bases are level and the structures are plumb.

NCC responsibilities:

- Supply forklifts and certified forklift operators at no cost to the Contractor at both Warehouse locations, provided the pick-up and return of assets is done within the regular hours of operation (See 8.4 Access). At no time shall the Contractor or his staff be allowed to operate forklifts at the Warehouses.

TYPICAL RESOURCES

- a) Pick-up trucks, cube vans or flatbed truck(s), trailers for transportation to and from the Warehouses.
- b) Forklift, boom truck, crane or other specialised lifting equipment as deemed necessary by the Contractor in order to unload, distribute, install and dismantle assets at the RCS.
- c) Pick-up truck(s) with towing capacity for transport of material on the RCS.
- d) Some assets can be partially or completely pre-assembled and shipped this way by the Contractor. This is entirely at the discretion of the Contractor.
- e) Bubble wrap, tie-wraps, strapping, etc. may be required in order to transport the assets without damaging them.
- f) Small tools, power tools and hardware.

7.2 Operational and event specific signage

DESCRIPTION

The delivery, installation and removal of signage required for the operation of the RCS and some event specific signage (Winterlude). Please refer to APPENDIX B - Inventory and Distribution of Small Assets for a list of existing RCS signage.

TIMING

In general terms, most of the operational signage is to be installed 7 to 10 days prior to the RCS opening. A small amount of signage is installed later, prior to the opening of Winterlude.

REQUIREMENTS

Contractor responsibilities:

- a) Provide the necessary type of transportation in order to move the signage to and from the designated warehouses.
- b) Provide qualified personnel in sufficient numbers in order to handle, load, install and remove the signage in a safe and efficient manner.
- c) Ensure that signage is bundled, piled, stacked or otherwise stored as per the specifications given to the Contractor by Warehouse staff.
- d) Ensure that signage is straight and level once installed
- e) Ensure that all cable ties and rope ends are cut and not visible from the front of any structures. The Contractor will ensure the cleanliness of all installations by removing any loose dirt and dust with a damp cloth and a mild soap. The Contractor **must** pick up all debris caused by the installation/removal of the elements (i.e. cable tie ends, rope, etc.).
- f) Install signage as per the final schedule developed in collaboration with the NCC.
- g) Be willing and able to adapt to last minute changes. It should be expected that the NCC will request last minute additions and that some delays in obtaining certain signage elements will be encountered; therefore the Contractor must also be able to adapt his work plan and the scheduling of his team members in order to meet deadlines. The expected turnaround time for any modifications requested by the NCC is at most 12 hours.
- h) The Contractor will be asked to re-install or refasten at his cost any elements that have been compromised because the fasteners have broken or come apart.
- i) Supply weather resistant tie wraps that are of the appropriate size and tensile strength for the applications.

NCC responsibilities:

- a) Supply the signage elements to the Contractor. In some cases, the signage will be given to the Contractor in a piecemeal (gradual) fashion.
- b) Provide the Contractor with a signage plan indicating the location of all signage installations on the RCS.

7.3 Team Leader and the Operational Support Team

DESCRIPTION

The Contractor will supply a Team Leader and an Operational Support Team. The Team Leader will act as the Contractor's main representative and will be the NCC's main contact during the entire contract. The Operational Support Team will work during the entire season of the RCS.

Typical tasks:

Team Leader

- a) The Contractor must provide a Team Leader to liaise with the NCC for the duration of the RCS season (this includes weekends and holidays). All operational discussions between the NCC and the Contractor will occur between the Contractor's Team Leader and the NCC.
- b) The Team leader shall be equipped with a cellular phone and be available to take all calls from the NCC, 24 hours a day, seven days a week, specifically from December 1st to March

31st of each calendar year for the duration of the Contract (Note: Team leader “availability” does not mean “on-site availability” 24 hours a day, seven days a week).

- c) A Team Leader must be on site whenever members of the Operational Support Team are present.
- d) Team Leader must ensure that the quality standards as set out in this document are maintained for the duration of the season and that the work is performed as per the terms of reference.
- e) For every day the Skateway is open, the Team Leader shall make site visits inspecting all sites and NCC assets in order to ensure that all tasks have been performed as required as per the terms of reference. See 8.7.
- f) The Team Leader shall provide support to the NCC if ever the NCC is involved in litigation related to the subject matter of the contract. This will include providing the NCC with a copy of all relevant reports and logs prepared by the Contractor.
- g) The Team Leader will be equipped with a walkie-talkie supplied to him by the NCC.
- h) Respond in a timely manner to emails, faxes, written notices and phone calls from the NCC during the ‘off-peak’ period, specifically from April 1st to November 30th of each calendar year for the duration of the contract.
- i) Attend regular meetings as convened by the NCC. It is expected that four (2) pre-event meetings and one (1) post-event meeting will be required. During the RCS season, the Team Leader will be expected to participate in daily meetings to set priorities and to determine the activities that need to be performed. Some meetings may be conducted by phone.
- j) Collaborate with the NCC in developing schedules and ensure that deadlines are met.
- k) The Team Leader will ensure that reports, invoicing and any supporting documentation required by this agreement are duly filled out and accurate. This includes forms specifically mentioned in the Terms of Reference and forms that may be developed in consultation between the Contractor and the NCC at a later date.
- l) On a daily basis, manage and supervise all personnel supplied by the Contractor.
- m) Provide a weekly labour report clearly indicating the hours worked by the Operational support team during the execution of the tasks outlined in these Terms of Reference.

Typical tasks

Operational Support Team:

- a) Will, as directed by the Team Leader, assist in completing daily inspections of assets in order to ensure that benches, garbage cans, picnic tables, and all other NCC assets do not remain stuck in the ice due to a sudden thaw, rain or from flooding of the ice surface.
- b) Before 0900 everyday, replace any assets inside the rest areas which have been moved by the ice maintenance as part of the overnight ice flooding and sweeping operations.
- c) Ensure signage is intact. Execute repairs and adjustments as necessary.
- d) Execute adjustments and repairs of assets as required or as directed by the NCC.
- e) Execute other operational support tasks as directed by the NCC.
- f) Ensure the structural integrity and safety of NCC assets.
- g) Report any anomalies, problems or security concerns to the NCC immediately.
- h) Repair, maintain and replace NCC assets as required.

TIMING

Team Leader: The Team Leader will work the necessary number of hours in order to fulfill the requirements set out in the ITT. The average Skateway season (meaning the number of days from the official opening to the official closing) begins in early January and ends in early March

Operational Support Team: Necessary personnel to work an average of forty (40) person hours per week up to a total of four hundred (400) person hours during the operation of the Skateway season. The average Skateway season (meaning the number of days from the official opening to the official closing) begins approximately in early January and ends generally in early March.

Typical resources:

- The Contractor must supply small tools in order to ensure repairs and maintenance that are required can be executed in situ whenever possible.
- Ensure the team is equipped with a vehicle capable of moving assets if required and have a trailer readily available to them.

Special definitions and clauses

- For the purposes of this agreement, the work week is deemed to begin at 0700 on Monday.
- The NCC will not pay any premiums associated with work performed on weekends, statutory holidays or between the hours of 0000 (midnight) and 0800.

7.4 Preventative maintenance program and annual refurbishing of assets

DESCRIPTION

The handling and outdoor use of all assets requires regular maintenance and repairs to be performed. The Contractor will be expected to establish and implement a detailed preventative maintenance program for all NCC assets contained in this contract. The Contractor must repair and maintain all assets with the exception of “soft” signage and banners (see Terms of Contract – Definitions) before, during and after their use on the RCS.

The Contractor will **not** be responsible for repairs or replacement costs associated with the normal decay of assets or for assets that have come to the end of their lifecycle. The Contractor **will** be responsible for repairing damage that result from normal usage, transportation and handling by the Contractor.

In the first year of the contract, the Contractor will receive the assets “as is”. Any repair work required before the installation of the assets in year one of the contract will be made under a call-up purchase order to the associated SOA to the contract. For every subsequent year, the Contractor will be expected to submit a detailed list and costing of maintenance and refurbishing projects needed in order to maintain all NCC assets. This report will accompany the Post-Season Damage Assessment Report which is to be submitted no later than May 1st of every calendar year. After reviewing the Contractors report, maintenance project list and estimate, the NCC may grant permission to the Contractor to carry out the ad hoc maintenance/repair projects at the agreed upon price by authorizing a call-up purchase order to the associated SOA (see 11. STANDING OFFER AGREEMENT (SOA)). This list will **exclude** costs for the repair of damage that may have been caused by the Contractors handling and transportation of the assets.

TIMING

Refurbishing and preventative maintenance of all assets must be performed before and after the RCS season. On-going maintenance and repairs can (where possible) and must be performed as required while the assets are in use on the RCS.

REQUIREMENTS

The Contractor shall:

- a) Submit to the NCC a document detailing all refurbishing and preventative maintenance activities for the subsequent year of the contract. The report must be submitted at the same time as the Post-Season Damage Assessment Report no later than May 1st of each calendar year.
- b) Notify the NCC immediately of any asset that is at the end of its life-cycle and that must be replaced. The NCC may, at its sole discretion, ask the Contractor to supply a price to build/replace the asset.
- c) Be prepared to perform all maintenance of NCC assets in his facilities or place of business.
- d) Use materials, paints and techniques that are of equal or superior quality when performing maintenance or refurbishing of NCC assets. In the case of paints, the Contractor must use colours that have been approved by the NCC. The NCC will supply paint reference numbers, hardware identification numbers and in some cases the contact information of certain suppliers to facilitate the Contractors job.
- e) Have the NCC pre-approve any work or repairs that would change the structure, function or aesthetics of an asset.

The NCC shall:

- a) Facilitate access to the assets by the Contractor by creating effective communication between the Contractor, his staff and NCC Warehouse staff.
- b) Review and approve the Contractors reports and requests in a timely fashion.

TYPICAL RESOURCES

As dictated by tasks.

7.5 Christmas Trees Required on the RCS, JCP and Confed

DESCRIPTION

Each year the NCC acquires approximately two thousand (2000) Christmas trees for use on the RCS, JCP and Confed. Trees are roughly distributed as follows; one thousand one hundred (1,100) to be used on the RCS, five hundred (500) to be used at JCP and four hundred (400) to be used at Confed. The trees used on the RCS are primarily distributed and installed at designated rest areas (see APPENDIX B - Inventory and Distribution of Small Assets).

TIMING

The NCC will provide the Contractor with a list of Christmas tree vendors and suppliers that have in the past, supplied Christmas trees. The Contractor is expected to establish contact with each of the suppliers in early December. In the weeks leading to the 25th, the Contractor will coordinate a pick-up schedule with the various vendors. Trees **must** be picked up between the 24th and the 30th of December. Trees will be picked up at a variety of locations, none of which are more than

50 kilometres from Ottawa. RCS trees will be brought to the NCC's Bronson parking lot facility. From their temporary storage location at the Bronson parking lot, the trees are delivered and installed by the Contractor at various locations on the RCS in the week prior to the opening of the RCS. Delivery of trees to JCP and Confed will take place as they are picked up. The trees delivered to JCP and Confed will **not** be installed by the Contractor or his staff nor will they dispose of them.

REQUIREMENTS

Contractor responsibilities:

- a) Provide the necessary vehicles and staff to load, transport and unload trees from a variety of locations to the Bronson parking lot.
- b) Provide the vehicles and staff to load and unload trees destined for JCP and Confed.
- c) Provide and install temporary covering for the trees stored at Bronson Parking lot (i.e. tarps) in order to better protect them from the elements.
- d) Provide the vehicles and necessary staff to load, unload and install trees at rest areas and other areas on the RCS as designated by the NCC.
- e) Provide the necessary labour to install and remove Christmas lights in approximately 500 of the trees on the RCS.
- f) Dispose of the RCS trees after the closing of the RCS.

The NCC shall:

- a) Provide a list of Christmas tree vendors and suppliers, with complete contact information for each.
- b) Provide the Christmas trees
- c) Provide the Christmas lights

TYPICAL RESOURCES

- a) Waste bins (as required)
- b) Trucks or floats as required
- c) Auger (to drill holes in ice to anchor trees)
- d) Chipper and vehicles necessary to transport resulting mulch.

DISPOSAL OF THE TREES

Once the trees have been removed from the ice at the end of the skating season, the Contractor must ensure the trees are chipped and used as mulch. Under no circumstance will the NCC allow the trees to be brought to a waste dump or other such facility.

8. GENERAL REQUIREMENTS

8.1 Materials, and Vehicles

- a) The Contractor will supply the necessary vehicles and drivers to deliver, manipulate, dismantle and return the NCC assets as required. Vehicles travelling on the RCS should have tires that are appropriate for the driving conditions. Chains and studded tires are not permitted.
- b) The Contractor will supply the tools, materials and equipment necessary in order to perform the tasks identified in this document. Such tools, materials and equipment may include, but not be limited to: ladders, power tools, hand tools, a level, ice augers, chain saw, lifting devices,

miscellaneous hardware, cable ties and break-away ties, aircraft cable, rope, specialised bits for drilling into the ice, caution tape, snow shovels, broom(s), etc.

- c) All personnel and company vehicles must be properly identified with its company logo.

8.2 Installation and removal schedule

The Contractor will collaborate with the NCC in order to develop the final installation/removal schedule, as some elements must be installed / removed before others within the overall operational plan of the RCS. A typical timeline is included with this document (see APPENDIX A - Key Activity Schedule – Typical timeline). The times indicated are not meant to indicate the duration of specific tasks, but rather the sequence of events and how certain tasks can take place during the same time period.

8.3 Monitoring

- a) The Contractor will allow the Commission, its officers and agents (CMO), to inspect and monitor the work being performed at all times.
- b) The NCC shall monitor and evaluate regularly the conditions of the assets, the RCS and the services rendered by the Contractor in order to meet standards for safety and exceptional service to the public.
- c) The NCC shall identify a Contract Management Officer (CMO) for this Contract who shall be the Contractor's principal contact at the NCC. The CMO shall make regular 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 once a year. The purpose of the evaluation is to identify areas of improvement.

8.4 Access

- a) The Contractor will have access to NCC storage facilities during their regular hours of operation. Hours of operation are as follows: 1740 Woodroffe - Monday to Friday, 0730 to 1430. 80 Bayview – Monday to Friday, 0730 to 1530.
- b) The NCC will allow the Contractor to setup a storage container/trailer (size and location to be determined) for the storage of tools, materials and equipment required by the Contractor in completing the tasks of this contract. Costs associated with the container/trailer, its content, electrical and telephone installations are the sole responsibility of the Contractor.

8.5 Qualified personnel

The Contractor will supply qualified personnel in order to accomplish the tasks contained in this contract.

8.6 Documents

The NCC shall:

- a) Provide a contact list at the beginning of the contract and distribute updates as required.
- b) Provide a preliminary schedule prior to the event, which is to be developed in consultation with the Contractor.
- c) Provide a revised schedule 15 days prior the event, which is to be developed in consultation with the Contractor.
- d) Provide revisions to the schedule as dictated by changes to operational requirements or as dictated by weather conditions.

8.7 Reports and meetings

- a) The Contractor will provide a written post-event damage assessment report no later than May 1st of each calendar year of the contract. This report will be accompanied by the Contractors detailed maintenance and refurbishing estimate for the ensuing year of the contract.
- b) The Contractor will actively participate in yearly pre-event meetings to be convened by the NCC and daily meetings as required during the RCS season.
- c) The Team Leader shall provide support to the NCC if ever the NCC is involved in litigation related to the subject matter of the contract. This will include providing the NCC with a copy of all relevant reports and logs prepared by the Contractor.
- d) The Team Leader shall keep a daily log of his / her monitoring and of his / her findings. This log will be developed by the NCC in consultation with the Contractor.

8.8 Increase or of Services

- a) The Contractor will notify the NCC immediately of non-rendered services and give reasons why the services were not provided.
- b) The NCC will notify the Contractor of any increase in service. The NCC may increase a service at any time at its sole discretion with a 24 hour notice to the Contractor. Notwithstanding the aforementioned, the Contractor will do everything within his power to respond to any demands, requests and increases in services that the NCC may ask for with less than 24 hours' notice. These additional services are to be provided by the Contractor at the same rates as mentioned in this document. If the Contractor is unable to comply with an NCC request, the NCC may, at its sole discretion, hire other personnel and resources in order to accomplish the task(s).

8.9 Safety & Security

The Contractor shall:

- a) Obey at all times the rules of access of the RCS as listed on the NCC vehicular passes or as specified by the NCC.
- b) Contact the NCC stakeholder hotline each morning to get skating/ice conditions.
- c) During Winterlude: require an access pass to access its sites as well as Queen Elizabeth Drive and the RCS.
- d) Have flashing warning lights clearly visible on vehicles travelling on the RCS.
- e) Instruct its personnel in the proper use and handling of any equipment, tools and materials required or used by the Contractor in order to complete the tasks contained in this contract, or any other tasks designated by the NCC after consultation with the Contractor.
- f) Participate with its staff to a safety and orientation session offered by the NCC prior to the start of the contract and repeated yearly, if required. Duration of the session will be three (3) hours. Topics to be covered will include;
 - o General information on the RCS
 - o Lines of communication with the NCC
 - o Walkie-talkie protocol
 - o General standards of quality expected by the NCC
 - o Procedures for the safe operation of motorized vehicles on the RCS
 - o Other relevant topics as identified by the NCC

8.10 Communications

- a) The Contractor will not act as a spokesperson for the NCC. In the case of media inquiries, the Contractor must advise the NCC liaisons authorities immediately.

- b) The Contractor will supply cell phones and walkie-talkies as necessary in order to facilitate communication between the Contractors Team Leader and other members of his staff during the Skateway season.
- c) The NCC will provide communication devices (walkie-talkies) to key Contractor personnel. The Contractor must ensure that the Walkie-talkies are fully charged and worn by designated personnel during the execution of any of the services required by this contract, or at any other time as designated by the NCC. The Contractor will be entirely responsible for the return of walkie-talkies to the NCC at the end of the RCS season, or at a time designated by the NCC.

8.11 General work standards

The Contractor will:

- a) Ensure the cleanliness of all installations by removing any loose dirt and dust on NCC assets with a damp cloth and a mild soap before, during and after installation.
- b) Pick up all debris caused by the installation/removal of the elements (i.e. cable tie ends, rope, etc.)
- c) Take care as to not damage any assets during transportation and handling. The Contractor will repair any damages to both structure and signage elements damaged during transportation or through improper or careless handling.
- d) Comply with changes and or corrections requested by the NCC.

8.12 Occupational health and safety requirements

Refer to the attached 5-page document entitled Occupational Health and Safety Requirements.

8.13 Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as additional insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests' clause. The Contractor shall provide the Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

8.14 Security Clearance

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the contractor's personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening _ PSU 917.

The NCC reserves the right to not award the Contract until such time as the contractor's

personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability**.

For more information, refer to the annexed two-page Security Requirements document.

8.15 Lost, Found and Donated Items

The Contractor shall collect all (less valuable and valuable) items found on Lands included in this Contract and deliver them promptly to the First Aid Trailer Lost and Found representative.

8.16 Alterations to Scope of Contract

The NCC reserves the right to make alterations to any part of the Subject Matter at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions or withdrawals of sites/programs/ services/activities/sub-activities* (e.g. activities: Christmas tree program, asset maintenance, etc.).

*A solidus (/) throughout section 8.16 "Alterations to Scope of Contract" means "and/or" e.g.: site and/or program and/or event, etc.

9. GENERAL INSTRUCTIONS TO BIDDERS

This section of the Terms of Reference provides information to Bidders and lists documents which must be included in the tender.

Each tender shall consist of the following:

- A) Mandatory requirements
 - Bid Security
 - Corporate profile
 - Experience and references

- B) Financial proposal
 - One (1) original of the **signed** fee proposal (Appendix D), and;
 - the **signed** Hourly Rate/Unit Price for Maintenance Services (Appendix D).

The mandatory requirements will be verified against the following minimum criteria.

9.1 Bid Security

To provide at his own cost with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **\$10,000.00**

9.2 Corporate Profile

- Name and description of the legal entity with which the NCC will be dealing;
- Provide the address of the Bidder's head office and those of any additional locations;
- Demonstrate a minimum of three years' experience fulfilling the requirements of contracts of similar scope and size.

9.3 Experience and References

- The references provided shall demonstrate the Bidder has delivered services similar in size and scope as those described in this document.
- List and describe two (2) previous contracts carried out by the Bidder for which the Bidder most recently or currently does business with (business comparable to the Work required by this ITT).
- Provide one reference for each of the two projects listed indicating the name, telephone number and e-mail address of the contact person. Also provide the name and full corporate address of the corporation he/she represents (do **not** provide any letters of reference).

Notes

- **References will be contacted and the information provided will be verified;**
- **For Bidders with past or current NCC Contracts, the NCC reserves the right to auto-reference**

10 BASIS OF AWARD

The Bidder whose tender meets or exceeds the mandatory requirements and who has submitted the lowest fee for the 5-year term of the contract shall be deemed the successful bidder. The total fixed fee for the term shall be the grand total amount quoted by the bidder in Appendix D.

11. STANDING OFFER AGREEMENT (SOA)

The NCC may award one Standing Offer Agreement (SOA) to the Successful Bidder for the provision of additional maintenance and operational services on an as needed and requested basis not specified in the Contract. The SOA shall be based on the rates provided in APPENDIX D – Financial Proposal.

The NCC may award one SOA only if, at its sole discretion, it determines that the rates provided by the Successful Bidder are competitive and reflect current market rates.

12. FINANCIAL CONSIDERATIONS AND CLAUSES

12.1 Invoicing

The Contractor will have the right to receive payments within 30 days after the CMO has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has performed the said work during the mentioned period and has observed the terms of the contract.

The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (PST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and PST/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.

To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address or email indicated above and clearly indicate the contract number

All invoices must reflect the payment items in Appendix D.

13 APPENDICES

APPENDIX A - Key Activity Schedule – Typical timeline

The Key Activity Schedule is an operational work tool that captures the important requirements of this Contract (key activities and their locations). The Contractor and NCC shall both actively participate in the preparation of the final installation and removal schedule. The Key Activity Schedule is not intended to replace any or all of the contractual requirements put forward in this Contract, but is a partnering tool to better plan for the essentials of this Contract

Attachment: One (1) 8.5 x 14 page

APPENDIX B - Inventory and Distribution of Small Assets

The NCC may, at its sole discretion, modify, add or reduce assets used on the RCS and handled by the Contractor. If, in the opinion of the NCC, additions or modifications of certain assets significantly increase/decrease the amount or nature of the work performed by the Contractor, contract change orders will be issued to reflect those changes. The inventory and distribution list that has been provided is intended to be used as a tool to help the Contractor more effectively calculate the work required. The NCC reserves the right to modify the distribution pattern of assets from year to year.

Attachment: Four (4) 8.5 x 14 pages

APPENDIX C - RCS Site Maps

Attachment: Seventeen (17) 11 x 17 pages

APPENDIX D – Financial Proposal

Fixed Fee per Year and SOA Rates: One page

RCS Small Assets Catalogue

Attachment: Sixty eight (68) pages

APPENDIX D – Financial Proposal

TABLE 1 – 5-Year Cost Breakdown

Line Item	Description	All-inclusive Lump Sum Prices (excluding taxes)				
		YEAR 1 to March 31, 2015	YEAR 2 to March 31, 2016	YEAR 3 to March 31, 2017	YEAR 4 to March 31, 2018	YEAR 5 to March 31, 2019
1	Event specific structures and small assets					
2	Installation/removal of signage					
3	Team leader					
4	Operations Support Team					
5	Installation, removal and disposal of Christmas trees					
6	Preventive maintenance and damage assessment annual report					
	Sub-total					
	13% OHST					
	Total per year					
5-YEAR GRAND TOTAL		\$			Transfer this amount to the Invitation to Tender document	

TABLE 2 – SOA Unit Rates

Line Item	Description	All-inclusive Hourly Rates (excluding taxes)				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1	Labourer					
2	Forklift operator with forklift					
3	Journeyman Carpenter					
4	Driver with pick-up truck					
5	Driver with pick-up truck and trailer					

Name of firm: _____

Signature of authorized person: _____ Date: _____

APPENDIX A - Key Activity Schedule - Typical Timeline

Task	September		October				November				December				January					February				March				April	May	June	July	August						
	16-22	23-29	30-6	7-13	14-20	21-27	28-3	4-10	11-17	18-24	25-1	2-8	9-15	16-22	23-29	30-5	6-12	13-19	20-26	27-2	3-9	10-16	17-23	24-2	3-9	10-16	17-23	24-30										
Pre-season maintenance period, including re-furbishing and preventative maintenance to all RCS assets																																						
Off Ice Assets																																						
Ice condition flag poles																																						
Primary entrances																																						
Secondary entrances																																						
Concrete bases and 3.4m trillite																																						
Patterson Creek chalet roof sign																																						
Rubber matting at Patterson Cr.																																						
On ice Assets																																						
Picnic tables, garbage barrels, benches, etc.																																						
Compost containers																																						
Recycling containers																																						
Recycling stations																																						
Fire pits																																						
Cruiser tables																																						
X-Mas trees																																						
Christmas lights (White)																																						
Bus stop activity tower (base, cement blocks and trillite)																																						
Boot racks																																						
Photo op structure																																						
Science of Ice exhibit																																						
CS-2 Wayfinding structures																																						
CS-2 Contribution boxes																																						
CS-4 Pomotional structure w frame																																						
Wooden barricades with legs																																						
Ice anchors (under ice 6x6)																																						
Tables, chairs and small containers for the prodocation trailer																																						
Stanchion posts with bases																																						
Kilometer markers (on land)																																						
Kilometer markers (on ice)																																						
Feather banners																																						
All signage and danglers																																						
Regulatory signage																																						
Year end condition report																																						

NB: This timeline is provided as an example only. It is based on a fictitious scenario in which the Canal opens to skaters during the first week of January and closes during the first week of March

LEGEND	
Installation	
Dismantle	

Appendix B - Inventory and distribution of small Assets

ASSETS	Storage Location	Required	Segment one														Segment two																																													
			Queen	Rideau Rest Area	Rideau UA Ramp	Rideau	Mackenzie West UA ramp	Mackenzie West	Mackenzie East	Lisgar	Somerset West	Beach	Somerset East	Waverley	Concord vehicle ramp	Concord	Concord Rest Area	Delaware	Argyle	Hawthorne	Pretoria	Patterson Entrance	Patterson Tunnel	Hazel	Second	Herridge	Clegg	Fifth Entrance	Fifth Ave Rest Area	Fifth Pod	Holmwood	Holmwood UA ramp	Sponsor area (5th Ritz)	Sponsor village @ 5th	Vehicle ramp @ 5th	Avenue Rd																										
Contribution boxes (in Patterson Cr. chalet)	PC	1																			1																																									
CS-2 Contribution boxes	W	7				1				1					1														2																																	
CS-2 Contribution boxes signage	W	14				2				2					2														4																																	
CS-4 Pomotional structure w frame	W	6													1					1									1																																	
Panel TBD	W	6													1					1									1																																	
Panel TBD	W	6													1					1									1																																	
Panel TBD	W	6													1					1									1																																	
Panel TBD	W	6													1					1									1																																	
Wooden barricades with legs	W	40																																		40																										
Ice anchors (under ice 6x6)	W	4																																																												
Tables, chairs and small containers for the prodocution trailer	W	10																																		10																										
Stanchion posts	W	120																																			120																									
Rubber stanchion base	W	120																																			120																									
Kilometer markers																																																														
On ice metal poles	W	21	Distribution is every 200m along the Skateway. Detailed plan will be given after award of contract																																																											
On ice "X" bases	W	21	Distribution is every 200m along the Skateway. Detailed plan will be given after award of contract																																																											
Railing mounted	W	6	Distribution is every 200m along the Skateway. Detailed plan will be given after award of contract																																																											
Lamp post mounted	W	10	Distribution is every 200m along the Skateway. Detailed plan will be given after award of contract																																																											
Terminal markers (0.0)	W	1	1																																																											
Terminal markers (7.8)	W	1																																																												
Km Marker dangler	W	37	Distribution is every 200m along the Skateway. Detailed plan will be given after award of contract																																																											
Feather banners																																																														
FB RCS skater blue	BV	16	1	1		1			1	1					1			1				1								1			2	2																												
FB RCS skater green	BV	16	1			1			1		1										1		1										2	2			1																									
FB RCS skater red	BV	16		1				1	1						1			1				1								1			2	2			1																									
FB RA Rideau	BV	2		2																																																										
FB RA Concord	BV	2														2																																														
FB RA Patterson	BV	2																																																												
FB RA Fifth (Ave.)	BV	2																																			2																									
FB RA Fifth (Av.)	BV	2																																			2																									
FB RA Bronson	BV	2																																																												
FB Dows (FR)	BV	2																																																												
FB Dows (ENG)	BV	2																																																												
FB sleeve	W	64	2	4		2			2	2	2				2	2		2				2					2		4				2	4		2	6	6	2																							
FB ice anchors	W	64	2	4		2			2	2	2				2	2		2				2					2		4				2	4		2	6	6	2																							
FB poles	W	64	2	4		2			2	2	2				2	2		2				2					2		4				2	4		2	6	6	2																							
REGULATORY SIGNAGE																																																														
Skateway Open	W	8																																				8																								
Danger (with broken ice logo)	W	14																																					14																							
Closed for Safety Reasons (yellow)	W	15																																						15																						
Closed for Safety Reasons (black)	W	4																																						4																						
Uneven Ice	W	10																																						10																						
No Hockey / No Dogs	W	10																																							10																					
No Hockey (black)	W	10																																								10																				
No Hockey (blue)	W	10																																									10																			

Appendix B - Inventory and distribution of small Assets

ASSETS	Storage Location	Required	Segment three														Off-ice	
			Lansdowne	Bank North	Bank South	Lakeview	Bronson Bridge	Bronson Rest Area	Bronson UA Ramp	Bronson	Bronson Parking lot	sponsor @ Dows	Kippewa	Library	Dows	Dow's Entrance	Dow's UA Ramp	JCP
Off Ice assets																		
Ice condition flag poles	W	7	1					1							1			
Primary entrance arches	W	7	1						1						1			
Primary entrance arches (node danglers)	W	7	1						1						1			
Primary entrance arches (side panels)	W	14	2						2						2			
Secondary entrances	W	19		1		1	1					1	1					
Secondary entrance Media danglers	W	9				1						1						
Secondary entrance Sponsor danglers	W	10		1			1						1					
Media sponsor panels (railing mounted)	W	30	2						2									
Sponsor panels (railing mounted)	W	56	2	2	2	2	2		2									
Concrete bases and 3.4m trillite	BV	4								1							1	
Signagne for the 3.4m tower	W	12								3							3	
Patterson Creek chalet roof sign	PC	1																
Rubber matting at Patterson Cr	PC	2																

On ice Assets																			
Benches - Arched Street	W	130	4	2	2	2	2		3	6			2	2		12			
Benches - no backs	W	8																	
Garbage barrels	W	52	1	1	1	1	1	3		2			1	1		2			
Compost containers (city of Ottawa)	OTT	19						2											
Compost containers (city of Ottawa) for concessions	OTT	12						3											
Recycling containers	BV	19						2											
Recycling stations - Large with 6 bins	W	2																	
Recycling stations - small with 2 bins	W	2						1											
Fire pits	W	7						2											
Picnic tables (octagonal)	W	30						5											
Picnic tables (reg)	W	20						5											
Picnic tables (UA)	W	7						1											
Cruiser tables large	W	3																	
Cruiser tables small	W	5																	
X-Mas trees	W	1750	6	6				150							200	70		500	400
Christmas lights (White)	W	90						30											
electrical timer for X-lights	W	4						2											
Bus stop activity tower (base, cement blocks and trillite)	BV	2																	
Bus stop activity signage	W	4																	
Boot racks	W	3																	
Photo op structure	W	1																	
Science of Ice exhibit	W	1																	
CS-2 Wayfinding structures	W	9	1							1					1				
<i>Rideau wayfinding panels</i>	W	2																	
<i>Concord wayfinding panels</i>	W	2																	
<i>Pretoria wayfinding panels</i>	W	2																	
<i>Cleg wayfinding panels</i>	W	2																	
<i>5th entrance wayfinding panels</i>	W	2																	
<i>Holmwood wayfinding panels</i>	W	2																	
<i>Lansdowne wayfinding panels</i>	W	2	2																
<i>Bronson wayfinding panels</i>	W	2							2										
<i>Dow's wayfinding panels</i>	W	2											2						

Appendix B - Inventory and distribution of small Assets

ASSETS	Storage Location	Required	Segment three														Off-ice	
			Lansdowne	Bank North	Bank South	Lakeview	Bronson Bridge	Bronson Rest Area	Bronson UA Ramp	Bronson	Bronson Parking lot	sponsor @ Dows	Kippewa	Library	Dows	Dow's Entrance	Dow's UA Ramp	JCP
Contribution boxes (in Patterson Cr. chalet)	PC	1																
CS-2 Contribution boxes	W	7					1								1			
CS-2 Contribution boxes signage	W	14					2								2			
CS-4 Pomotional structure w frame	W	6	1				1											
Panel TBD	W	6	1				1											
Panel TBD	W	6	1				1											
Panel TBD	W	6	1				1											
Panel TBD	W	6	1				1											
Wooden barricades with legs	W	40																
Ice anchors (under ice 6x6)	W	4								4								
Tables, chairs and small containers for the prodocation trailer	W	10																
Stanchion posts	W	120																
Rubber stanchion base	W	120																

Kilometer markers

On ice metal poles	W	21																
On ice "X" bases	W	21																
Railing mounted	W	6																
Lamp post mounted	W	10																
Terminal markers (0.0)	W	1																
Terminal markers (7.8)	W	1										1						
Km Marker dangler	W	37																

Feather banners

FB RCS skater blue	BV	16		1							1		1					
FB RCS skater green	BV	16		1					1		1							
FB RCS skater red	BV	16							1				1					
FB RA Rideau	BV	2																
FB RA Concord	BV	2																
FB RA Patterson	BV	2																
FB RA Fifth (Ave.)	BV	2																
FB RA Fifth (Av.)	BV	2																
FB RA Bronson	BV	2					2											
FB Dows (FR)	BV	2												2				
FB Dows (ENG)	BV	2												2				
FB sleeve	W	64		2			2		2		2		2	4				
FB ice anchors	W	64		2			2		2		2		2	4				
FB poles	W	64		2			2		2		2		2	4				

REGULATORY SIGNAGE

Skateway Open	W	8																
Danger (with broken ice logo)	W	14																
Closed for Safety Reasons (yellow)	W	15																
Closed for Safety Reasons (black)	W	4																
Uneven Ice	W	10																
No Hockey / No Dogs	W	10																
No Hockey (black)	W	10																
No Hockey (blue)	W	10																



Rideau Canal Skateway IDEG 2014 Small Assets Catalogue

Collection of design and
development elements for the
Rideau Canal Skateway (RCS)



Canada



CANAL ELEMENTS
 SCALE 1:50
 JUNE 2014

OPERATIONAL and IDENTITY

Bronson Parking Signs

Contribution Boxes

- New 2010 graphics

Core Signage System

- CS-2 Terminal Marker Unit
- CS-2 Wayfinding Map Unit
- CS-4 Promotion, Ad Unit

Cruiser Tables

- Prototype (2010)
- Re-Designed Cruiser Table (2013)

Identity Feather Banners

- NCC Red Skater, New
- Bronson

Ice Condition Flags

KM Markers

- Lollipop Light Mount
- Railing Mount
- On-Ice Mount

KM Loop Markers

- Patterson Loop Markers (2.4 / 2.8)
- Dows Loop Markers (5.6 / 7.0)

KM Terminal Markers

- 0.0 km Terminal Marker (NAC)
- 7.8 km Terminal Marker (Library)

Primary Entrances

- Archways
- Hanging Location Sign
- Overhead RCS sign
- Side Sponsor Signs

Secondary Entrances

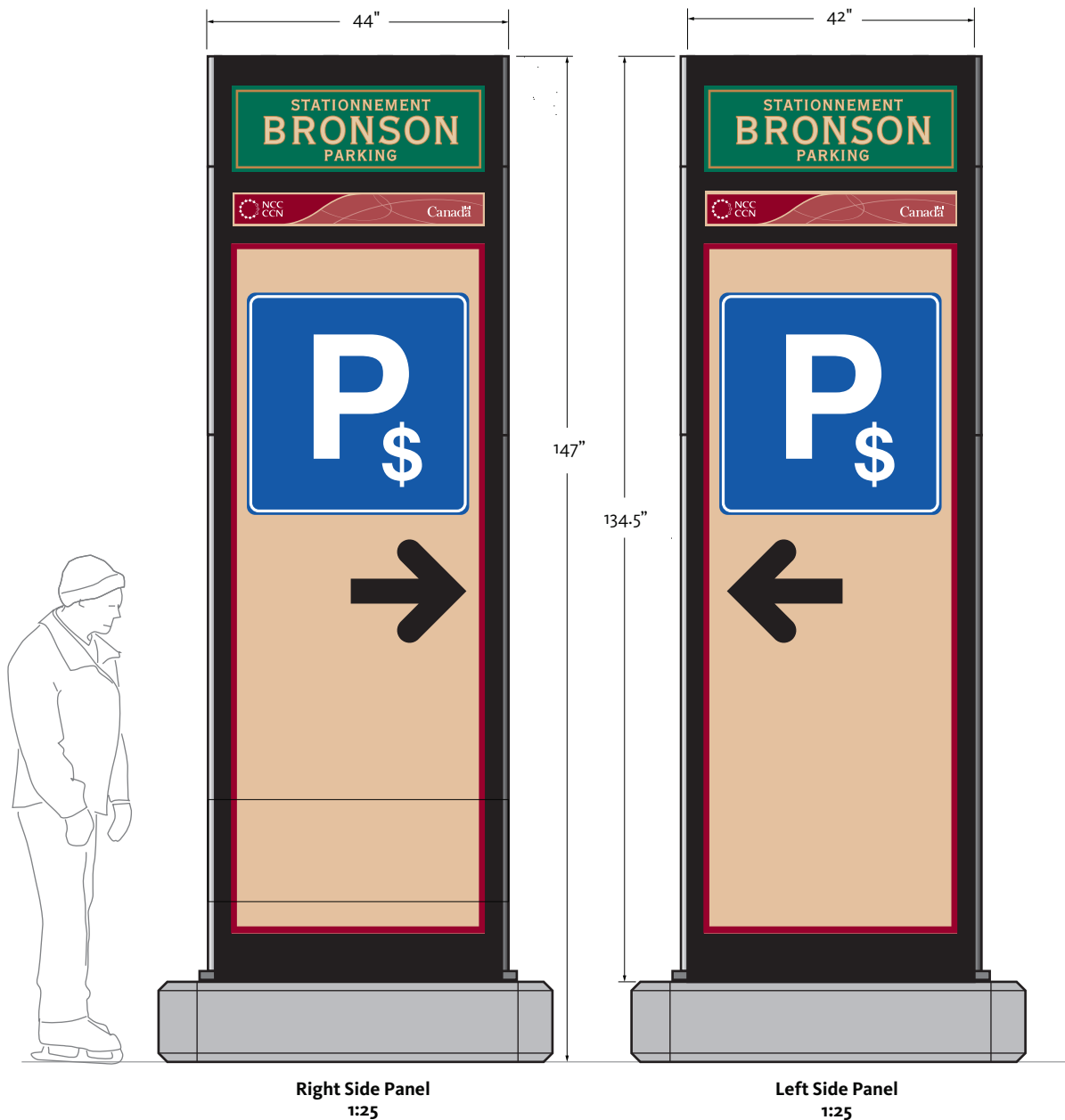
- Sign Blank Assembly
- Street Name Decals
- Sign Dangles

Waste Station Prototypes

BRONSON PARKING SIGNS

1 of 2

Description: Signs identifying the Bronson parking lot across the street from the RCS
Inception Date: 2008 season
Location: Bronson Site (parking lot across Colonel By)
Components: Tri-tower
Dimensions: 102" tall x 44" wide x 31" deep
Quantity: 2 units





Bronson Parking sign directing cars from Colonel By into the parking lot (Bronson site)



Bronson Parking sign, 3.4M Tri-Tower (Bronson site)

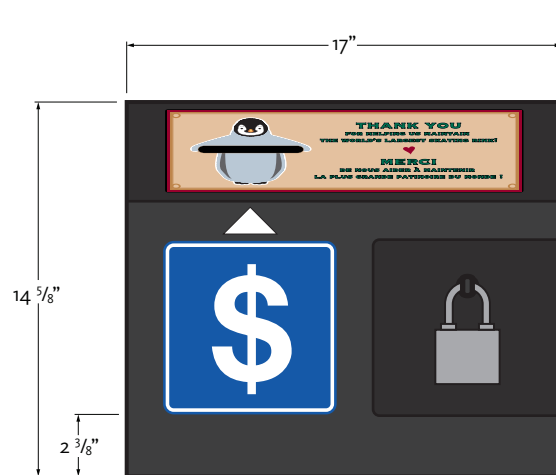


Bronson Parking sign, 3.4M Tri-Tower (Bronson site)

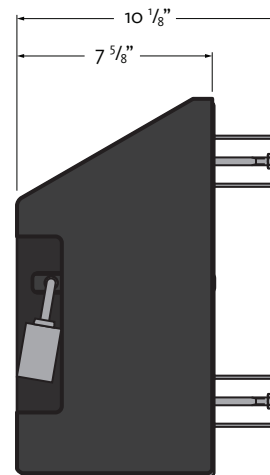
CONTRIBUTION BOXES

1 of 2

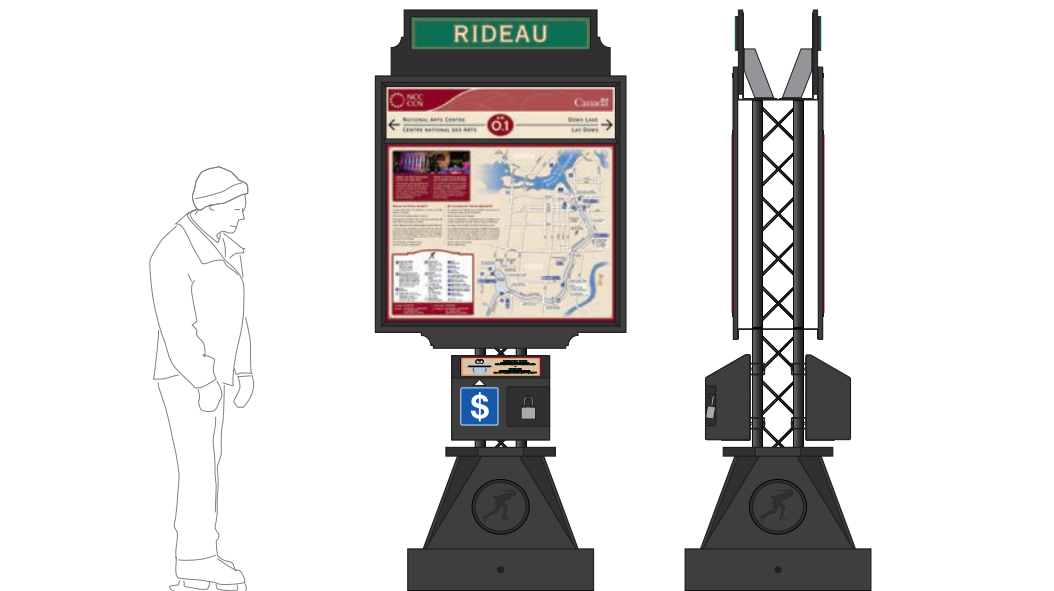
- Description:** Box structure that accepts token money contributions from RCS visitors
Inception Date: Approx. 97-98' season - new design 2009 season - new sticker 2010 season
Location: Various sites
Components: Cash box, carrier plate, cash box, vinyl decals
Dimensions: 17" wide x 14.625" tall (approx. 10.125" deep)



Front Elevation
(scale 1:7.5)



Side Elevation
(scale 1:7.5)



Front Elevation
(Not to scale)

Side Elevation
(Not to scale)



Contribution box installed front and back details



Installed contribution box on CS-2 Wayfinding Map Unit (Somerset site)

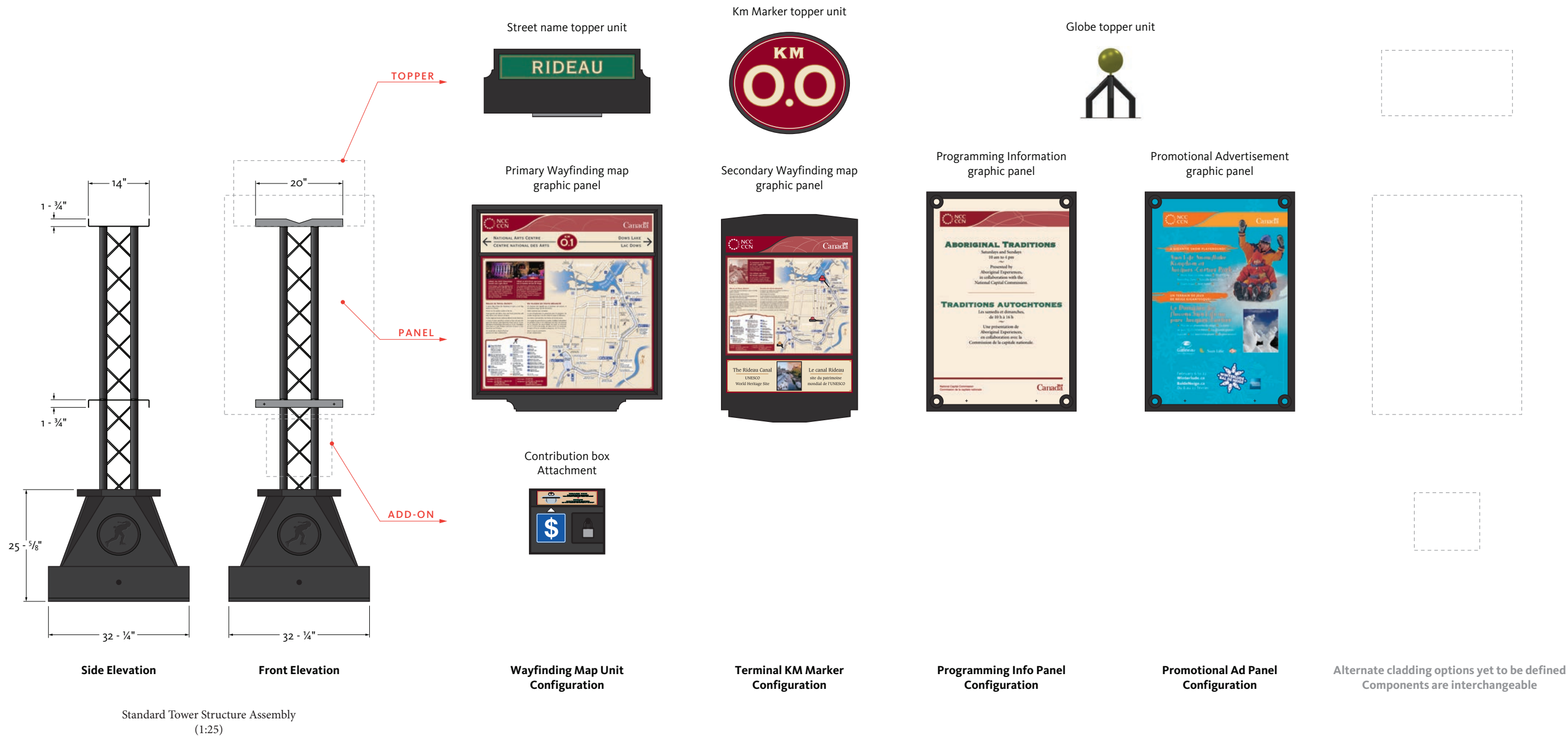


Clamp bar attachment side detail

CORE SIGNAGE SYSTEM: OVERVIEW

SUMMARY

Description: System of interchangeable signage and marker components for the RCS
Inception Date: 2009 season
Location: Various sites
Components: Interchangeable topper unit, interchangeable upper and lower brackets, panel(s), 1M square column(s), base assembly
Dimensions: Varies by purpose



Street name topper unit

Km Marker topper unit

Globe topper unit

Primary Wayfinding map graphic panel

Secondary Wayfinding map graphic panel

Programming Information graphic panel

Promotional Advertisement graphic panel

Contribution box Attachment

Wayfinding Map Unit Configuration

Terminal KM Marker Configuration

Programming Info Panel Configuration

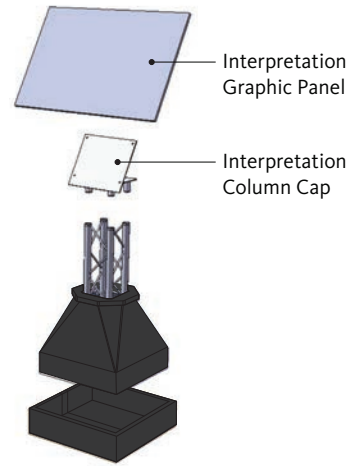
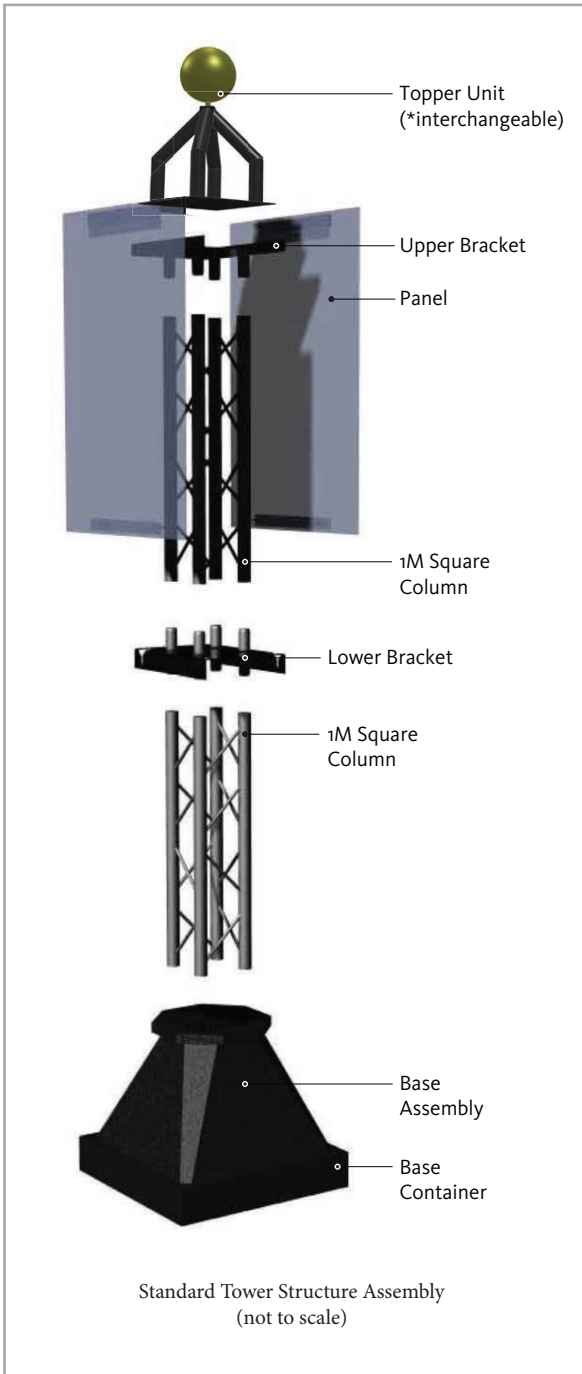
Promotional Ad Panel Configuration

Alternate cladding options yet to be defined
Components are interchangeable

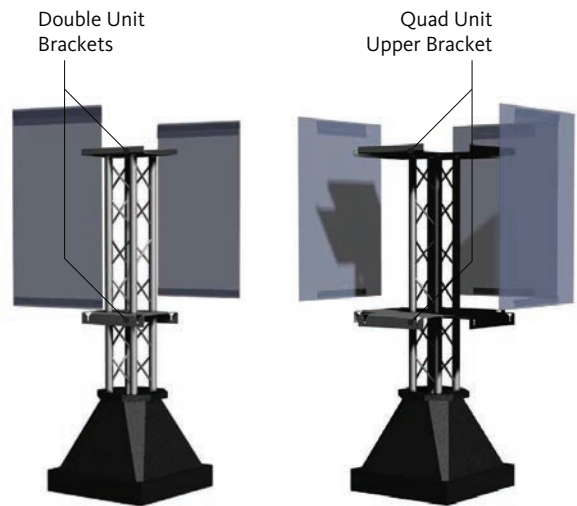
Standard Tower Structure Assembly
(1:25)

CORE SIGNAGE SYSTEM: PARTS OVERVIEW

Description: System of interchangeable signage and marker components for the skateway
Inception Date: 2009 season
Location: Various sites
Components: As shown (*interchangeable components)
Dimensions: Varies by purpose



CS-1 Interpretation Unit



CS-2 (a) Wayfinding Map Unit (b) Programming Info Unit

CS-4 Promotion, Advertising Unit

Core Signage System Tower Variants
(not to scale)

CORE SIGNAGE SYSTEM: CS-2 (WAYFINDING MAP UNIT)

2 of 5

Description: Double-unit variant of the Core Signage System - Wayfinding and mapping system for the Rideau Canal Skateway

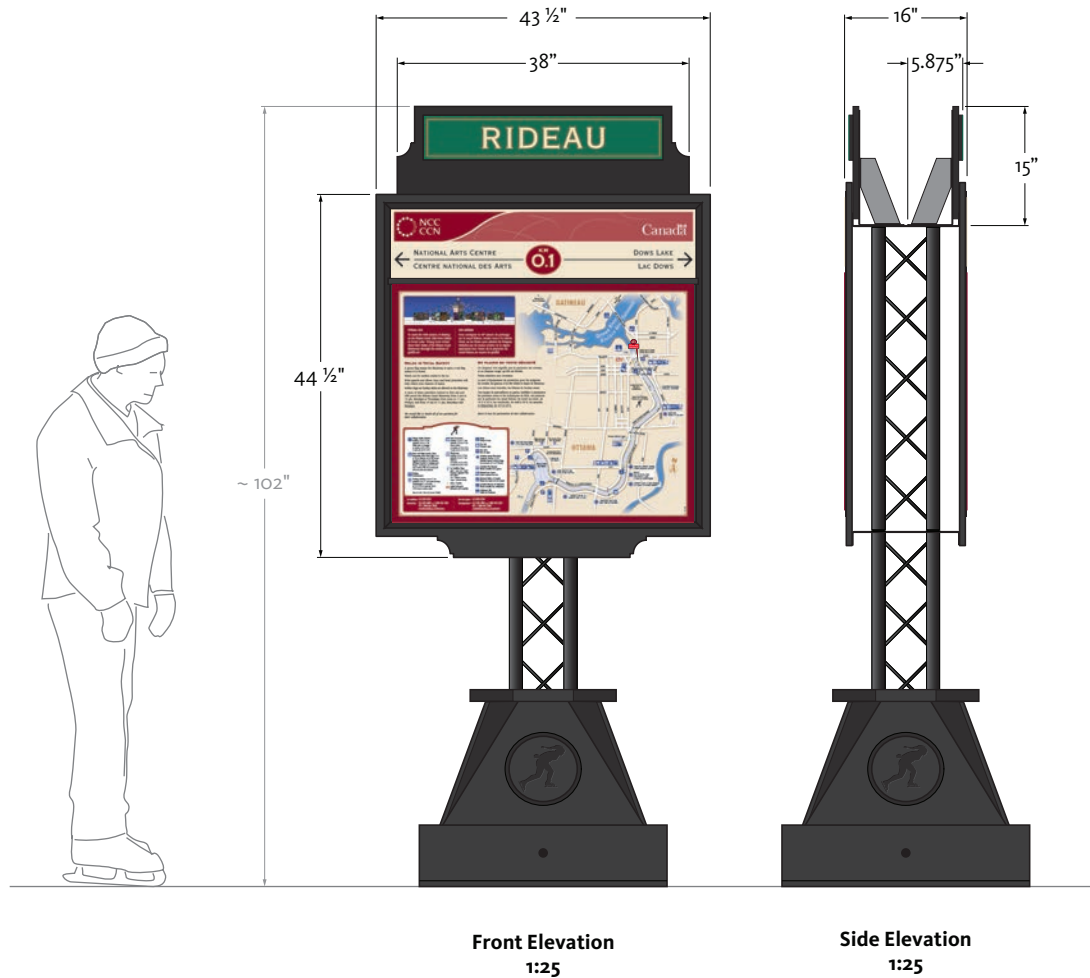
Inception Date: 2009 season

Location: Various sites (Rideau, Concord, Pretoria, Clegg, Patterson, Holmwood, Bronson Parking, Dows Lake)

Components: Street name topper units (2), Standard tower structure, Wayfinding map panels (2)

Dimensions: 43.5" wide x 32.25" deep (approx. 102" tall)

Quantity: 7 units





Clegg CS-2 Wayfinding Map Unit (3.2 km marker)



Concord CS-2 Wayfinding Map Unit (1.4 km marker)



Bronson CS-2 Wayfinding Map Unit (7.0 km marker)

CORE SIGNAGE SYSTEM: CS-4 (PROMOTION, AD UNIT)

4 of 5

Description: Four panel unit variant of the Core Signage System

Inception Date: 2009

Location: Various sites

Components: Standard tower structure, Quad unit bracket (upper and lower), programming info or Promotional Ad panel (4), Topper unit.

Dimensions: 37.25" wide, 37.25" deep, 102" tall





Concord Site CS-4 Promotional Advertisement Unit



Dows Lake Site CS-4 Promotional Advertisement Unit

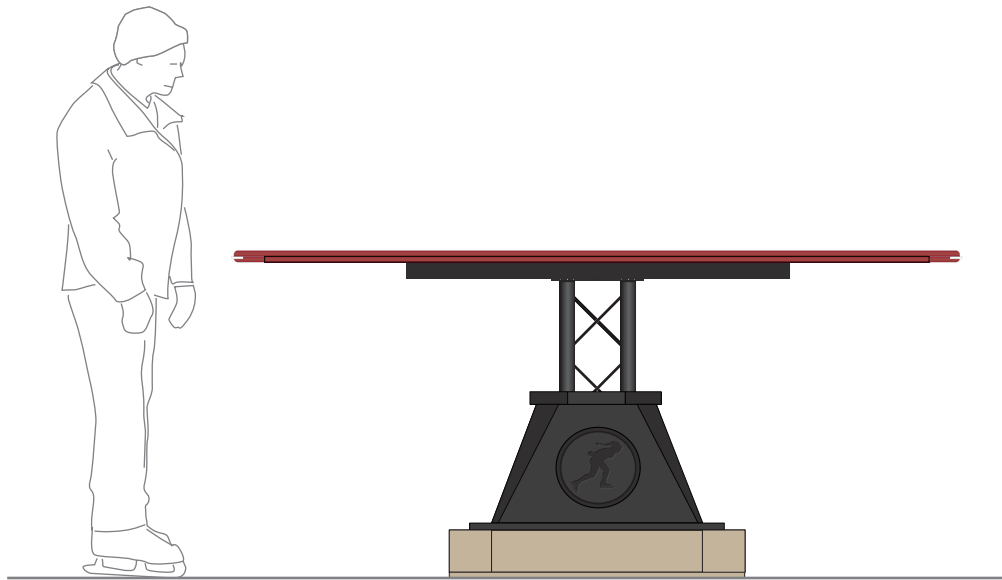


Mackenzie Site CS-4 Promotional Ad Unit Panel Detail (Ukiuk Sound and Light Show Promotion)

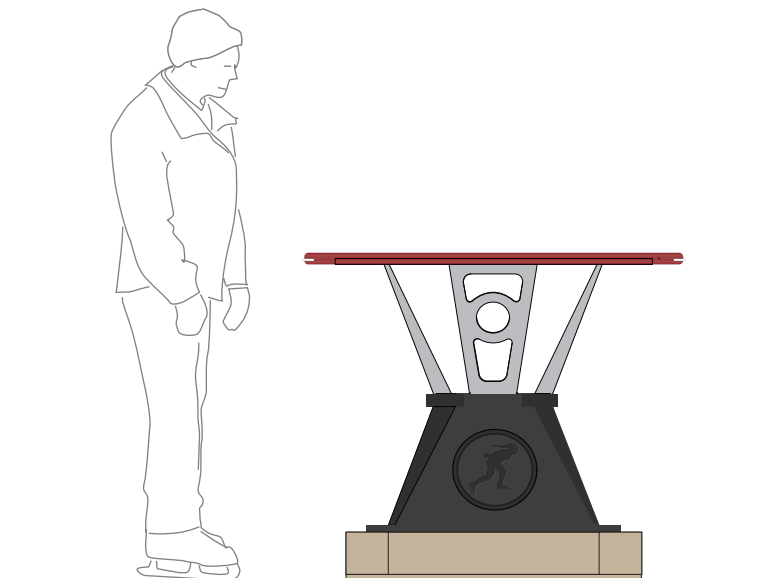
CRUISER TABLES

1 of 5

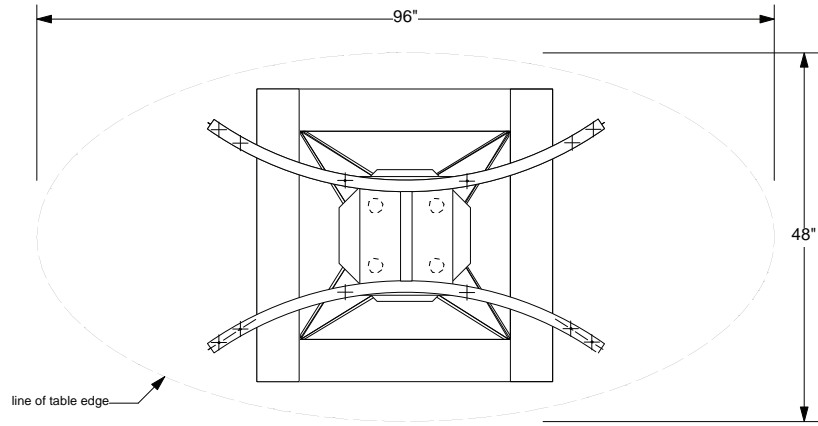
Description: Rest area tables for skaters constructed with core signage base
Inception Date: Prototyped during 2010 season, re-designed tabletop and bracket during 2013 season
Location: Various (Rideau, Fifth, Concord)
Components: Core signage base with attached table surface
Dimensions: Prototype: 96" x 48" x 42 3/4", Re-Designed: 49" x 49" x 42 3/4"



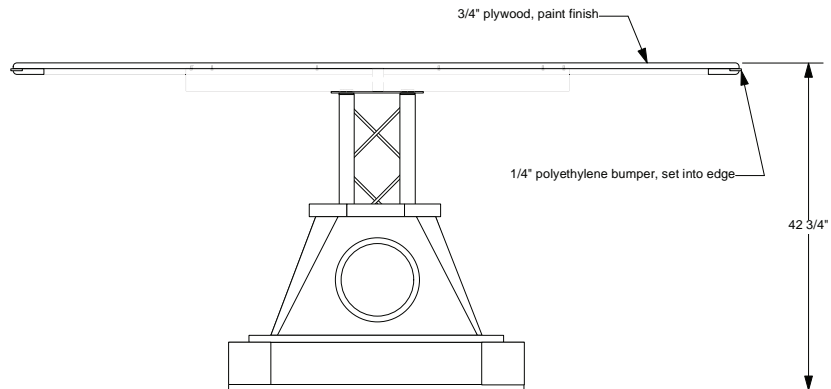
Cruiser Table Prototype (2010)
(scale 1:25)



Cruiser Table Re-Designed (2013)
(scale 1:25)



Plan view
(scale 1:25)

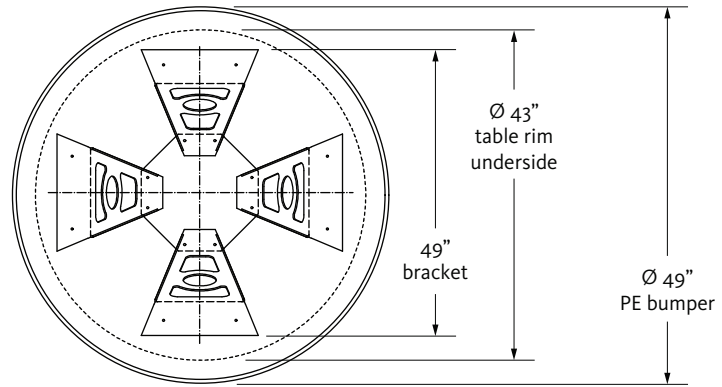


Front view
(scale 1:25)

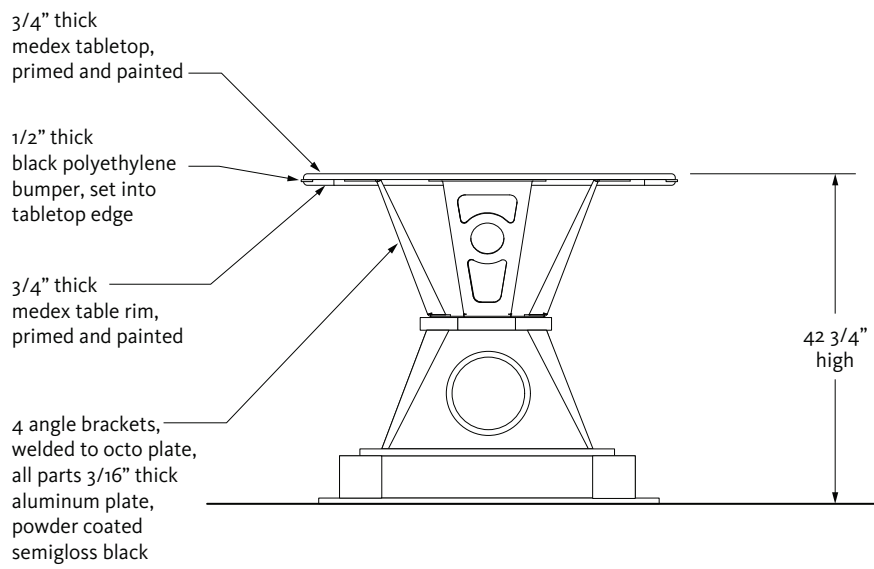


Cruiser table in front of Amex lounge tent (Fifth Ave)





Plan view
(scale 1:25)



Front view
(scale 1:25)



Re-Designed Cruiser Table
(Fifth Ave, 2014)

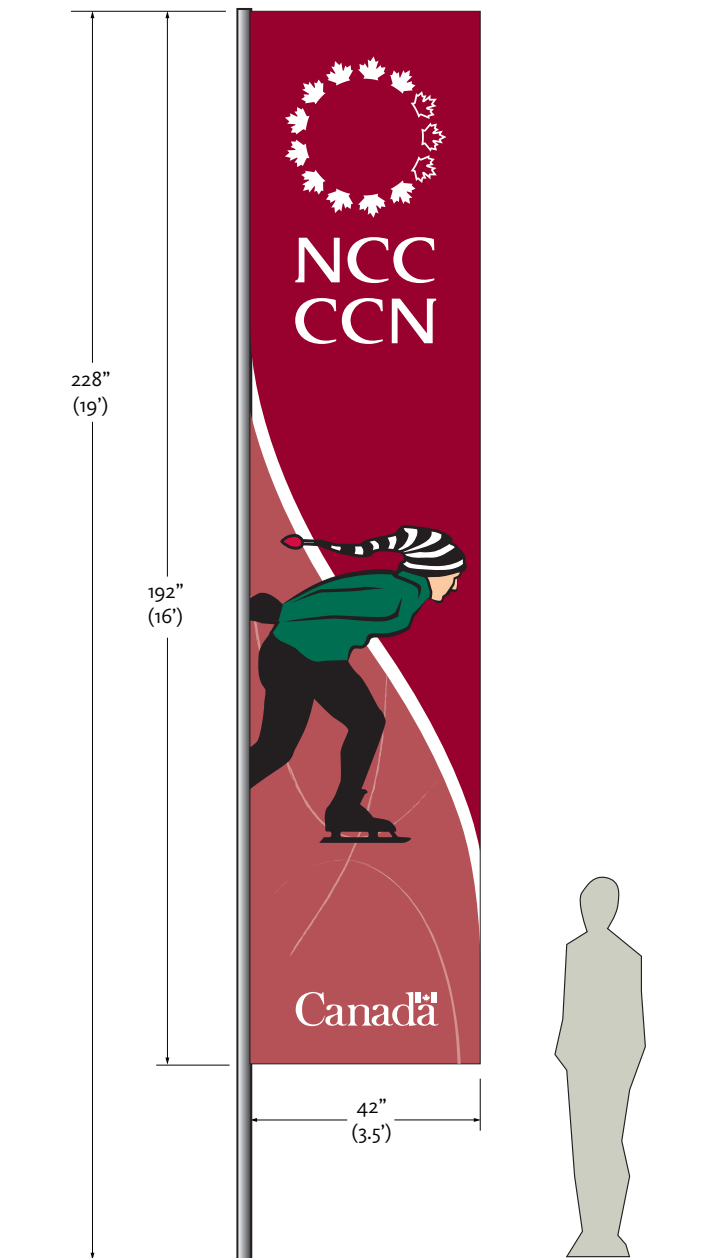


Re-Designed Cruiser Table in use
(Fifth Ave, 2013)

IDENTITY FEATHER BANNERS

1 of 3

Description:	Large scale vertical banners providing good visibility for NCC entrances on the RCS
Inception Date:	2002 (current size and structure), varies (2003 - 2006)
Location:	Various sites (predominantly entrances)
Components:	Double-sided printed banner, banner pole and base
Dimensions:	192" high x 42" wide
Quantity:	4 NCC identity banners, 8 Named Entrance banners, 1 Guinness banner



Front Elevation
1:35



NCC Red Skater (new, 2006)
Feather Banner Artwork
(Scale 1:30)



NCC Red Skater Feather Banner (new, 2006)
(Fifth Ave site)



Bronson Rest Area (2004)
Feather Banner Artwork
(Scale 1:30)

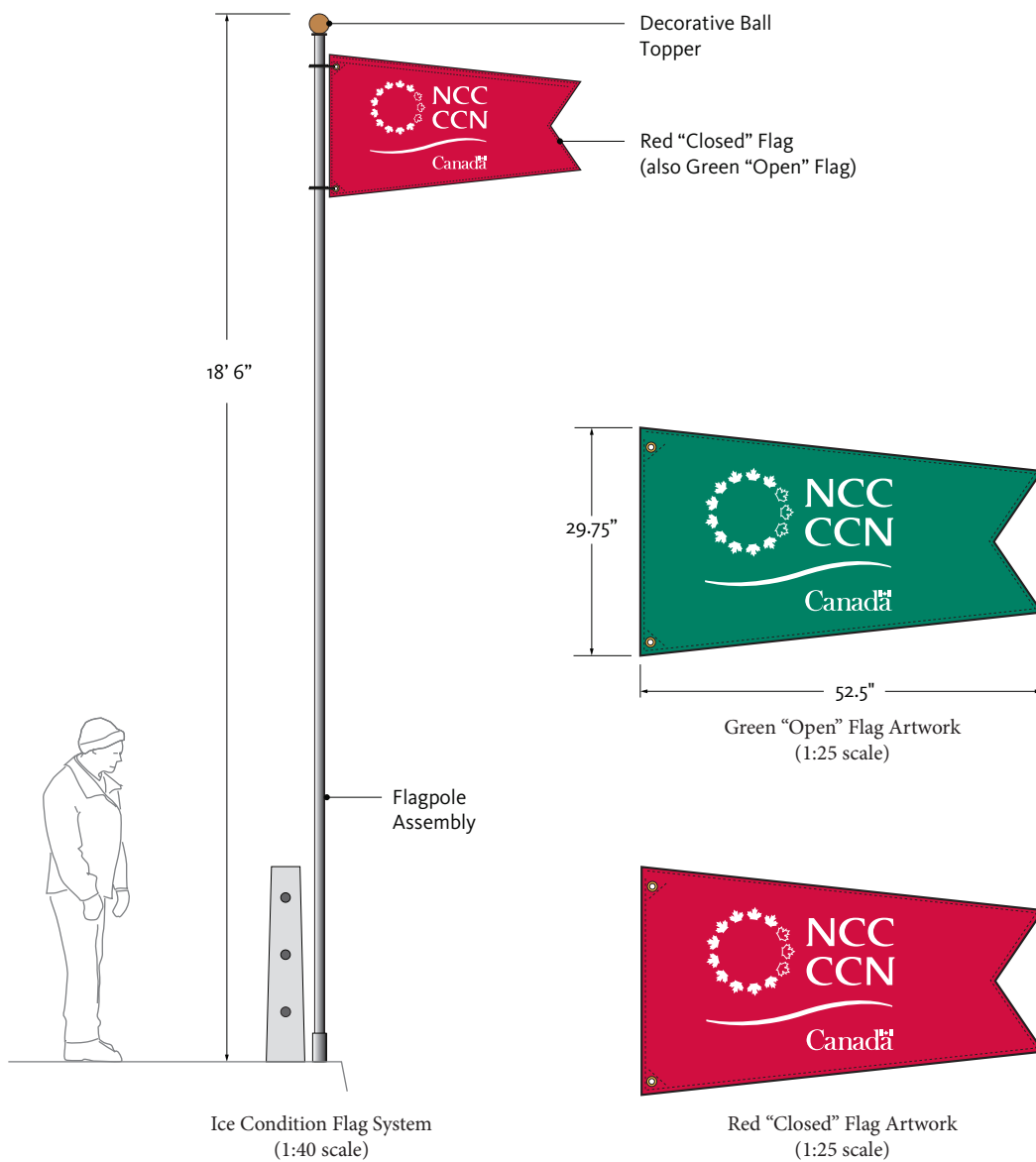


Bronson Rest Area Identity Feather Banner
(Bronson site)

ICE CONDITION FLAGS

1 of 2

Description:	High level flagging system identifying the RCS ice condition ('open' or 'closed')
Inception Date:	2007 season
Location:	Various sites (NAC, Mackenzie, Waverley, Fifth, Pig Island, Bronson, Dows Lake)
Components:	Flags (2 types, red and green), flagpoles
Dimensions:	102" tall x 44" wide x 31" deep
Quantity:	7 units





Green "Open" Ice Condition Flag at NAC site

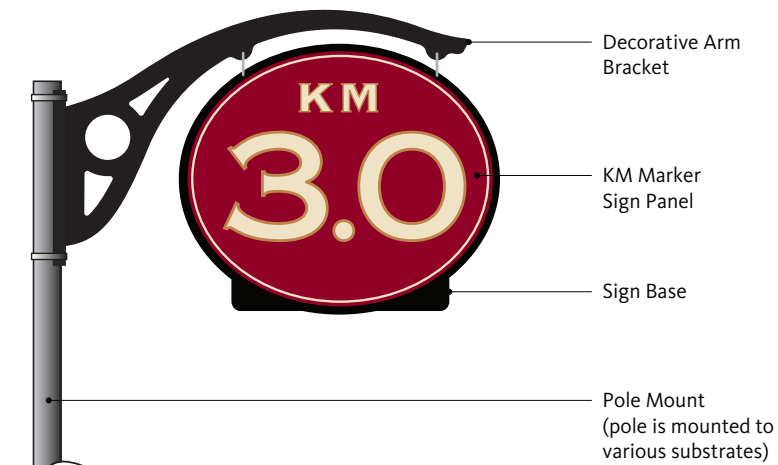


Green "Open" Ice Condition Flag at Lansdowne / Pig Island site

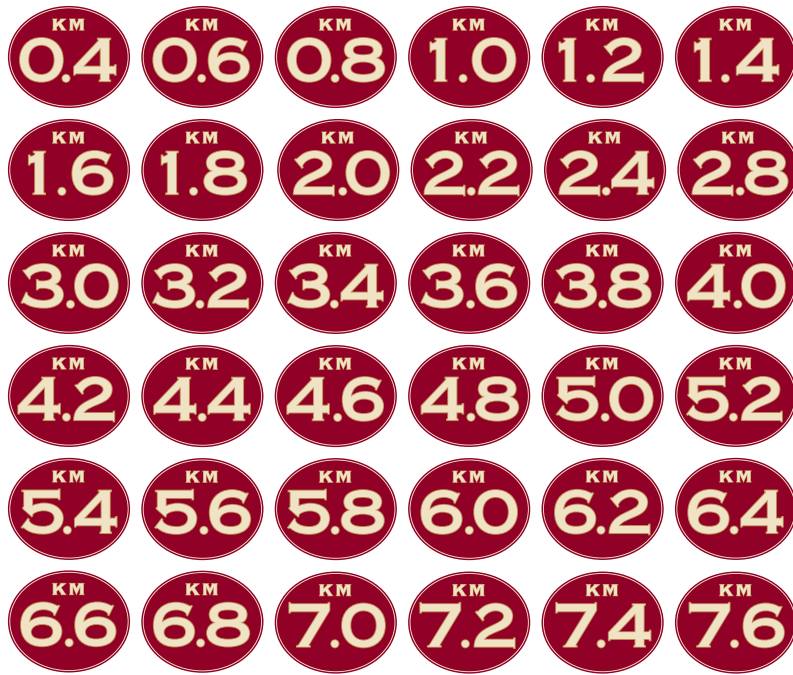
KM MARKERS

1 of 4

Description: Wayfinding and identification system highlighting 0.2 km increments along the RCS
Inception Date: 2006 season
Location: Various sites (at every 0.2 km along the entire length of the RCS)
Components: Hanging km disc, arm bracket, support pole (varies with attachment type)
Dimensions: Arm bracket and hanging sign 31.75" tall x 46.5" wide; Sign panel 26.6" tall x 31.8" wide
Quantity: 37 KM marker signs (0.0 and 7.8 are signed with free-standing terminal markers)



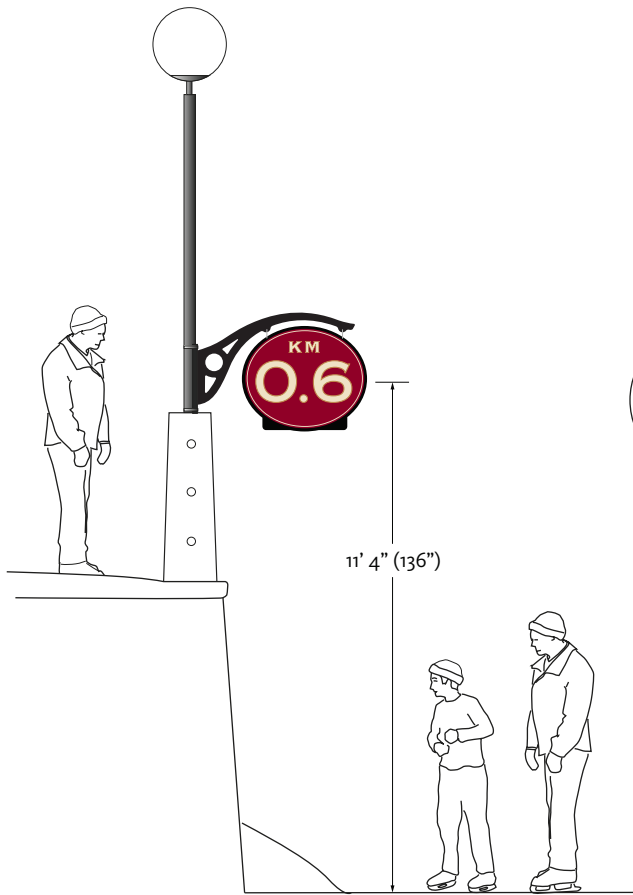
KM Marker Hanging Sign
(Scale 1:20)



KM Marker Sign Panels - Artwork, Scale 1:50
(each sign is positioned at the corresponding km location)



Note: Standard On-Ice Mount
2.6 km Marker was added
during 2013/14 Season



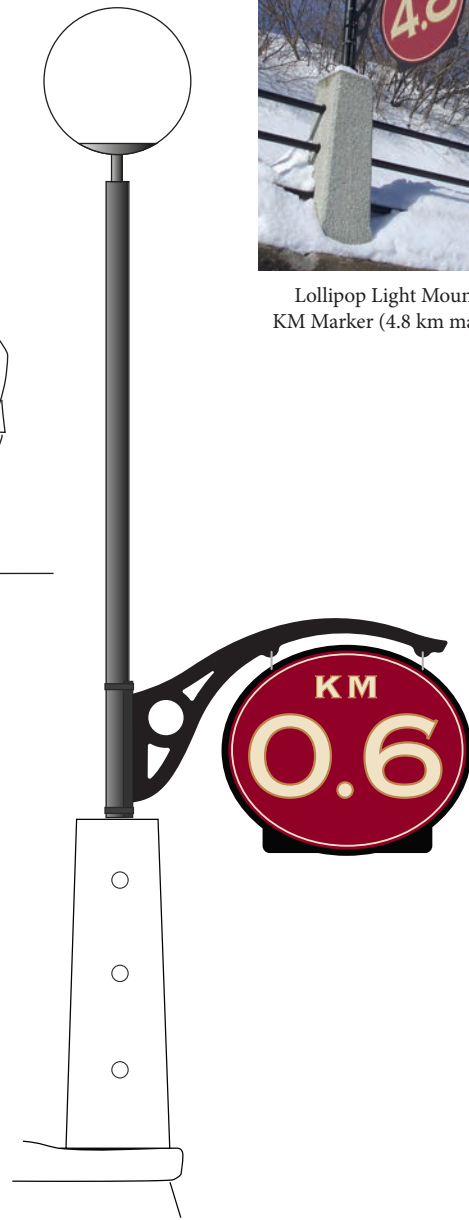
Overview of Lollipop Light Mount
KM Marker (Scale 1:50)



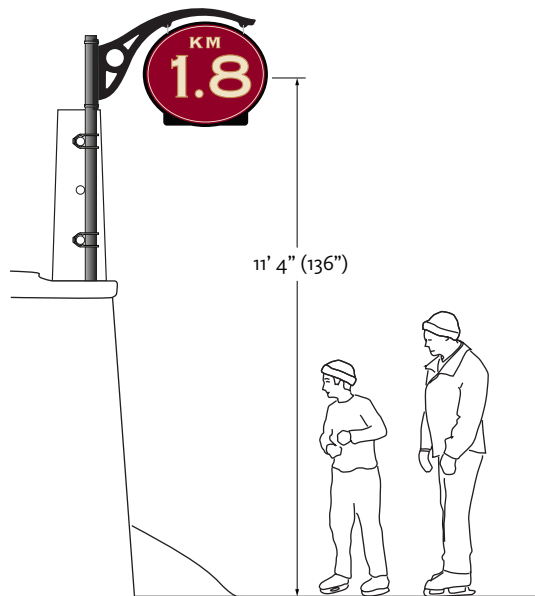
Lollipop Light Mount
KM Marker (4.8 km mark)



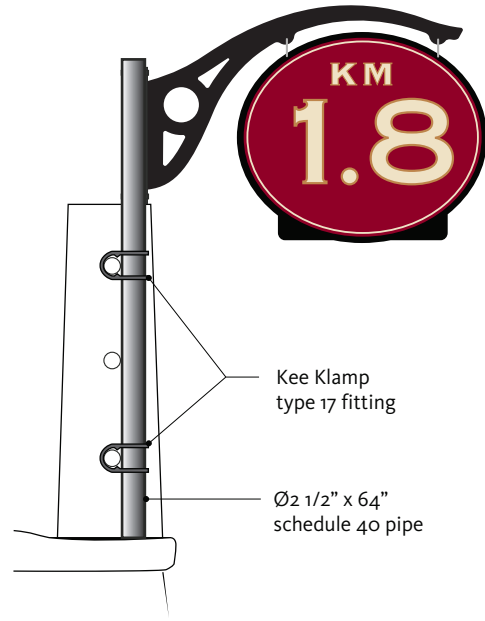
Lollipop Light Mount KM Marker (1.0 km mark)



Detail of Lollipop Light Mount
KM Marker (Scale 1:25)



Overview of Railing Mount
KM Marker (Scale 1:50)



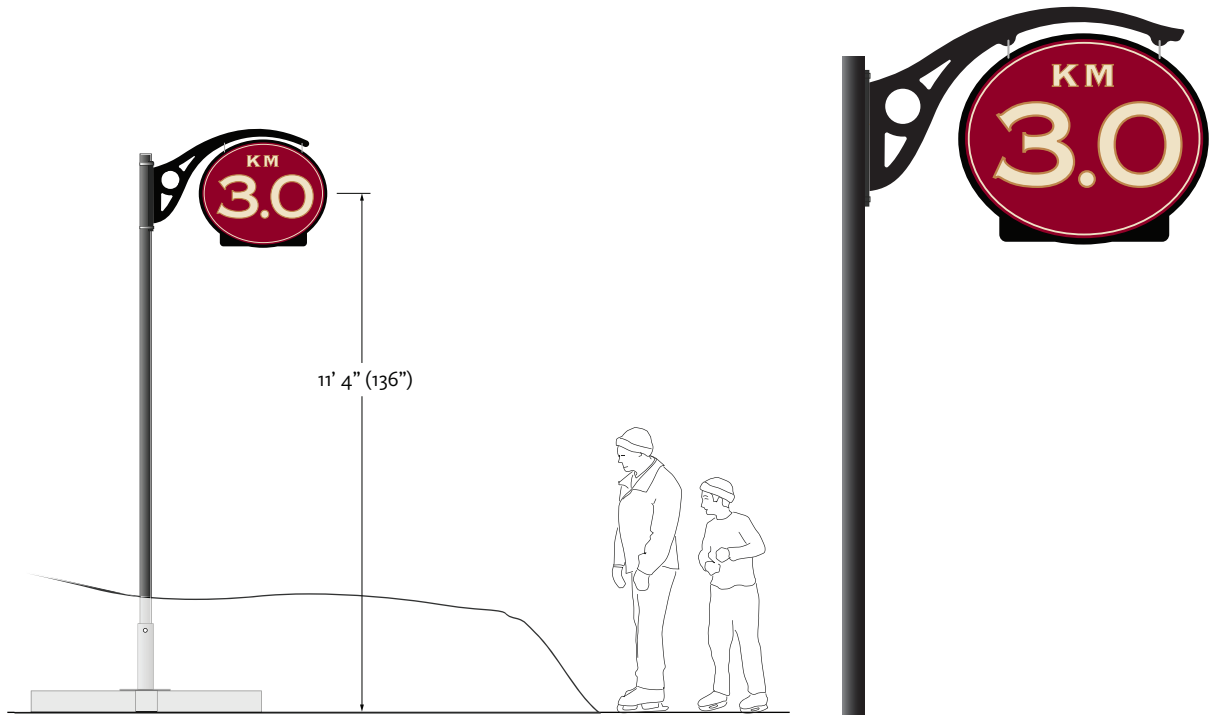
Detail of Railing Mount
KM Marker (Scale 1:25)



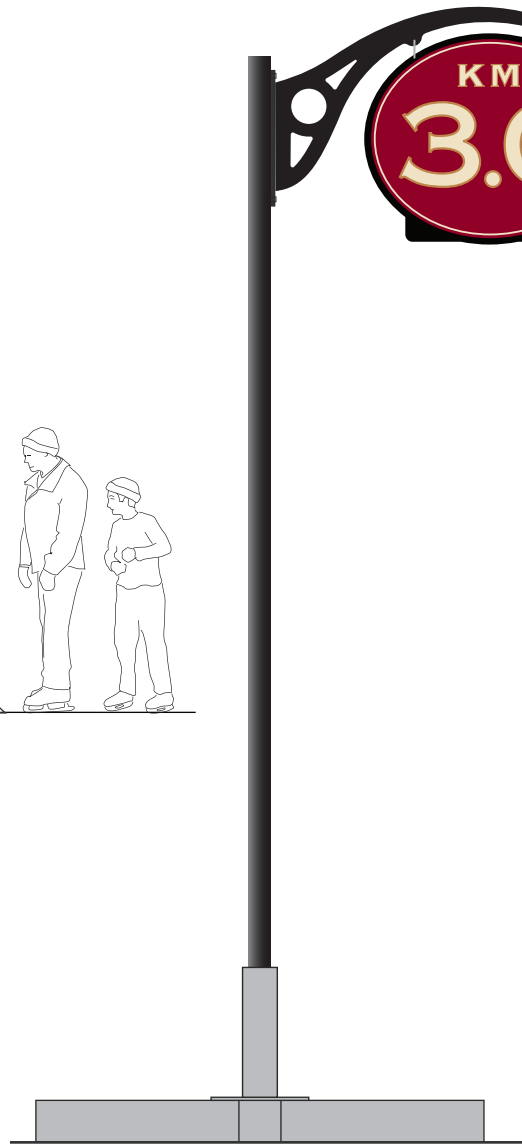
Railing Mount KM Marker
(Pretoria site, 2.0 km mark)



Railing Mount KM Marker
(4.2 km mark)



Overview of On-Ice Mount
KM Marker (Scale 1:50)



Detail of On-Ice Mount
KM Marker (Scale 1:25)



On-Ice Mount KM Marker (Dows Lake, 5.6 km mark)

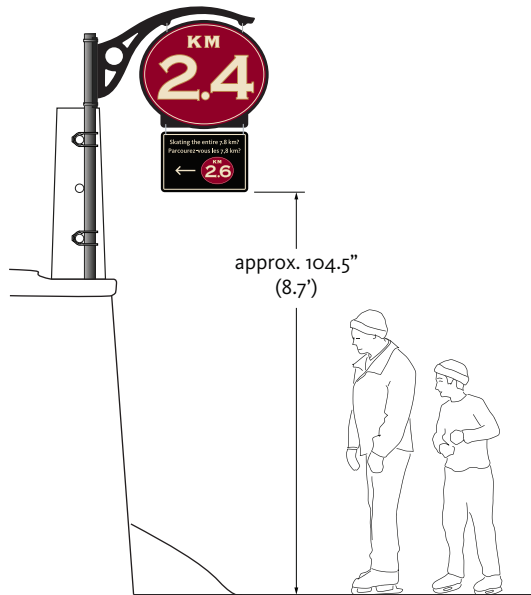


On-Ice Mount KM Marker (Pretoria site, 2.2 km mark)

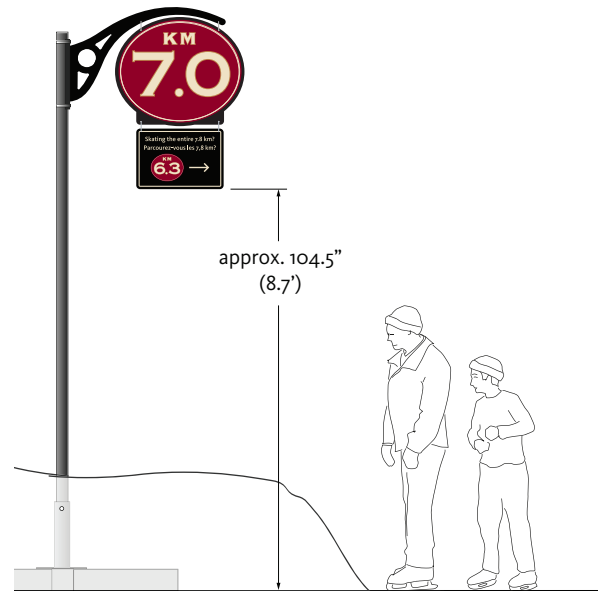
KM LOOP MARKERS

1 of 3

- Description:** Wayfinding and identification system identifying the two loops within the primarily linear skateway - Dows Lake and Patterson Creek.
- Inception Date:** 2013/14 season
- Location:** At entrance to two loops - 2.4 km and 2.8 km (entrance to Patterson loop), and 5.6 km and 7.0 km (entrance to Dows loop).
- Components:** Double-sided hanging directional sign, chain and quick-connect hardware.
- Dimensions:** Hanging sign panel 22.75" wide x 15.75" high.
- Quantity:** 4 KM Loop marker signs



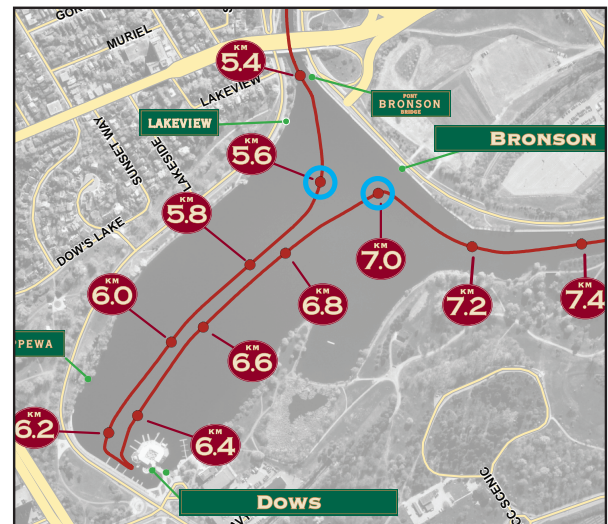
Overview of Hanging KM Loop Marker Sign from Railing Mount KM Marker at Patterson Loop Entrance (Scale 1:50)



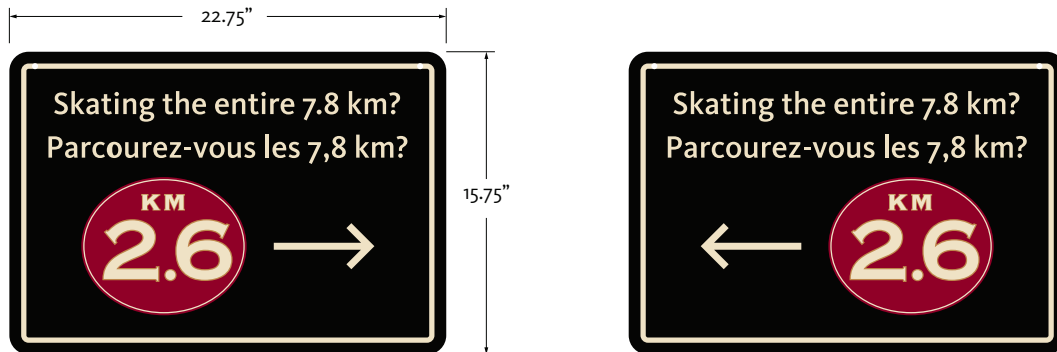
Overview of Hanging KM Loop Marker Sign from On-Ice Mount KM Marker at Dows Loop Entrance (Scale 1:50)



Locations of Patterson Loop KM Markers (2.4 km and 2.8 km)



Locations of Dows Loop KM Markers (5.6 km and 7.0 km)



FRONT and BACK Sides of Hanging KM Loop Marker Sign at Patterson Loop Entrance (Scale 1:10)



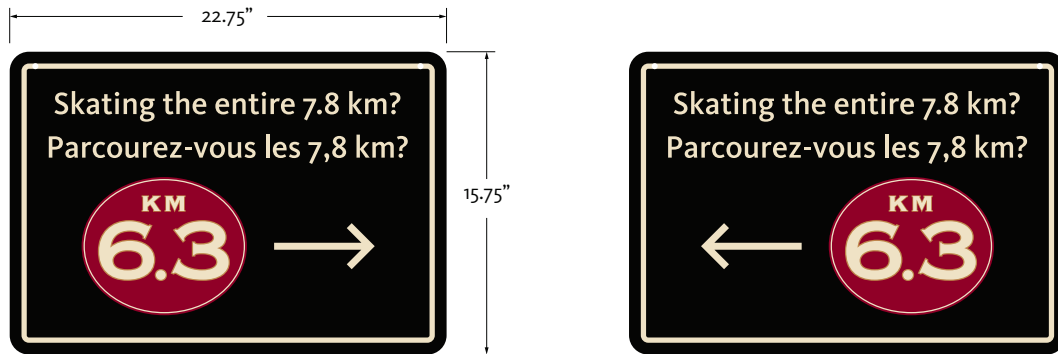
Patterson Loop Entrance, Approach From Rideau (2.4 km marker with hanging loop sign)



2.4 km Marker with Hanging Loop Sign



2.8 km Marker with Hanging Loop Sign



FRONT and BACK Sides of Hanging KM Loop Marker Sign at Dows Loop Entrance (Scale 1:10)



Dows Loop Entrance, Approach From Library (7.0 km marker with hanging loop sign)



5.6 km Marker with Hanging Loop Sign

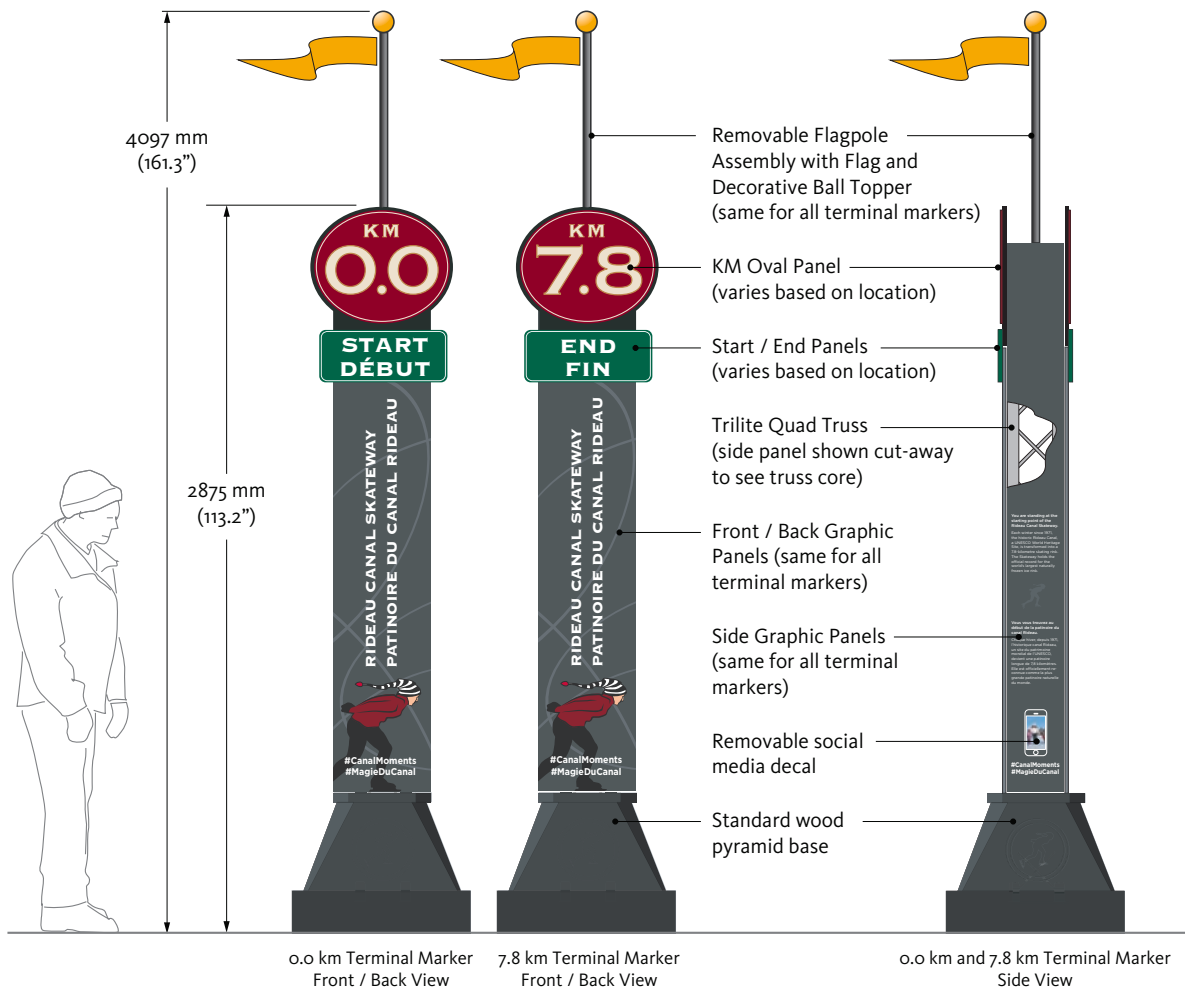


7.0 km Marker with Hanging Loop Sign

KM TERMINAL MARKERS

1 of 3

- Description:** Part of the wayfinding and identification system highlighting the start (0.0 km) and end (7.8 km) of the RCS, also providing a unique photo opportunity for skaters.
- Inception Date:** 2013/14 season
- Location:** NAC (0.0 km) and Library (7.8 km)
- Components:** Standard wood pyramid base, trilite quad truss clad in graphic panels, KM oval panel, Start / End panels, and detachable flagpole with flag.
- Dimensions:** With flagpole assembly: 4097 mm high x 28" wide
Without flagpole assembly: 2875 mm high x 28" wide
- Quantity:** 2 terminal markers (0.0 km, 7.8 km)



KM Terminal Markers Assembly, Front and Back and Side Views, Scale 1:30
(each sign is positioned at the corresponding km location)



0.0 km Terminal Marker, front view



0.0 km Terminal Marker, side view



0.0 km Terminal Marker, in use



7.8 km Terminal Marker, front view



7.8 km Terminal Marker, side view

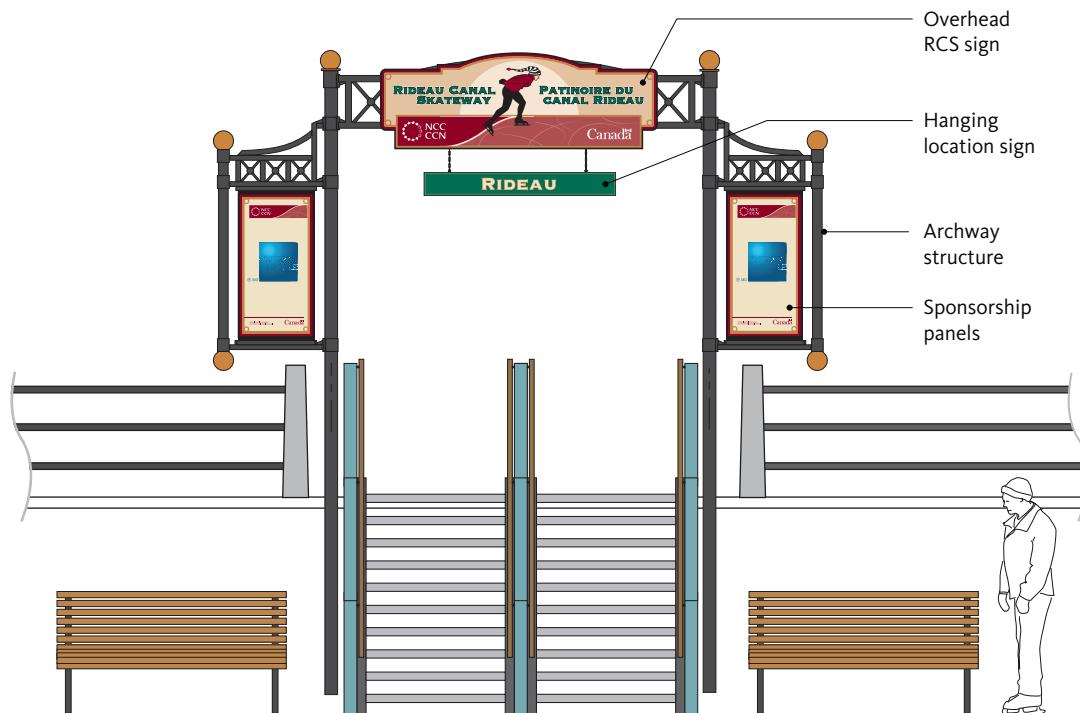


7.8 km Terminal Marker, in use

PRIMARY ENTRANCES

1 of 6

Description:	Wayfinding system identifying the primary RCS entrance / exit access points
Inception Date:	Approx. 1996 (original archway); updated RCS, sponsor, hanging signs 2005-2006
Location:	At each primary entrance (Rideau, Concord, Fifth Ave, Lansdowne, Bronson, Commissioners Park, Dows Lake)
Components:	Archway structure, overhead RCS sign, side sponsor panels, hanging location sign
Dimensions:	Varies
Quantity:	7 primary entrances



Overview of Primary Entrance Arch
(scale 1:60)



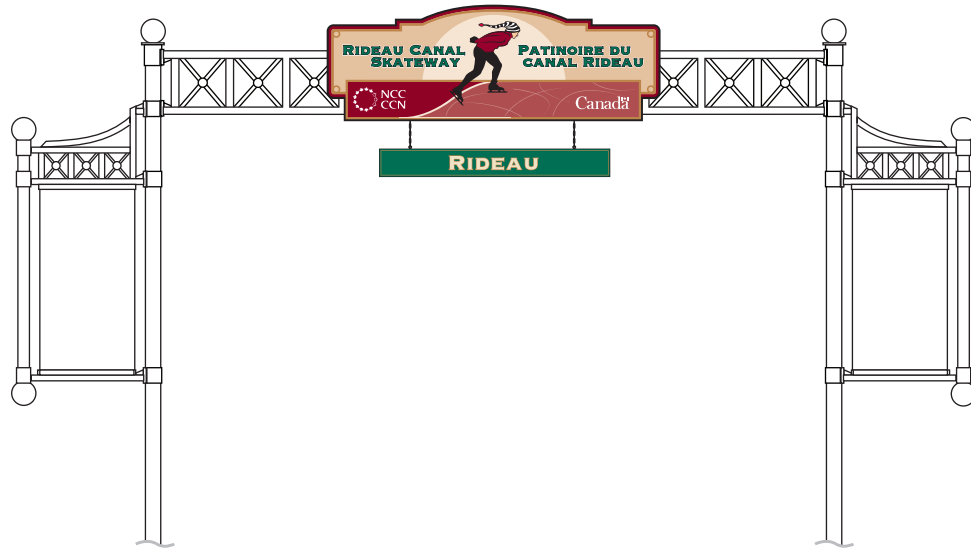
Primary Entrance Arch, Double Staircase Width
(192" wide x 144" tall, scale 1:35)



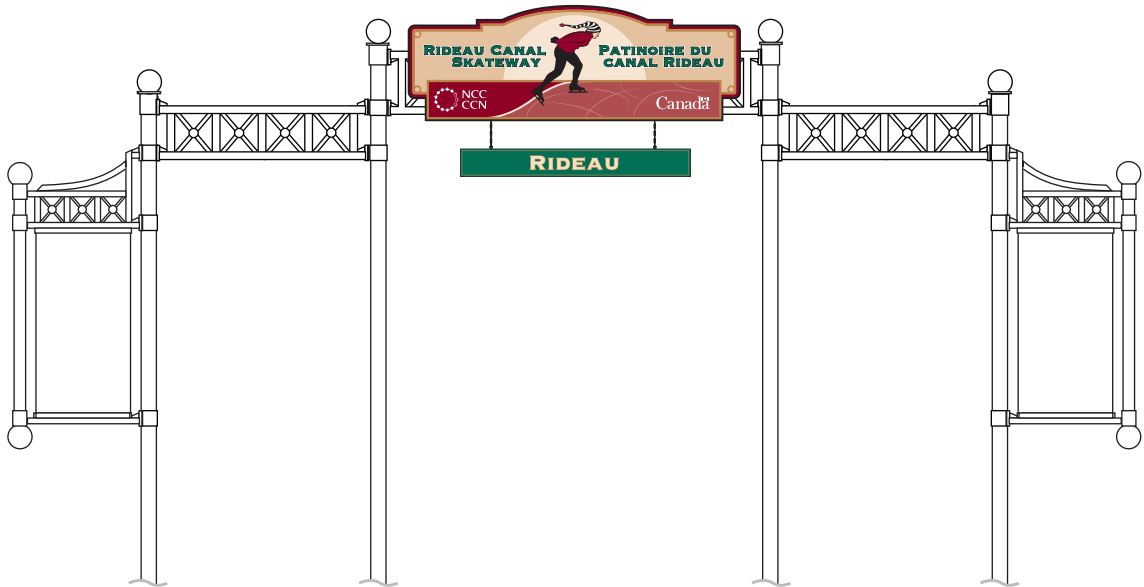
Bronson Primary Entrance Arch
(street level access, Bronson site)



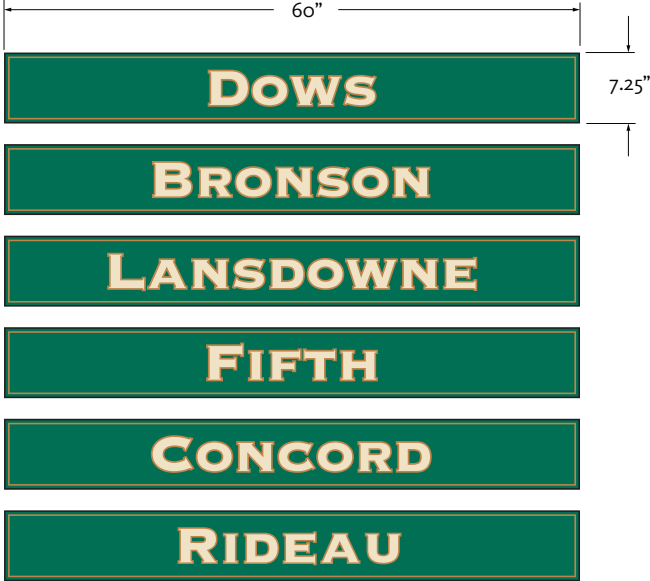
Lansdowne Primary Entrance Arch
(ice level access, Lansdowne site)



Primary Entrance Arch, Triple Staircase Width
(251" wide x 144" tall, scale 1:50)



Primary Entrance Arch, Quad Staircase Width
(295" wide x 155" tall, scale 1:50)



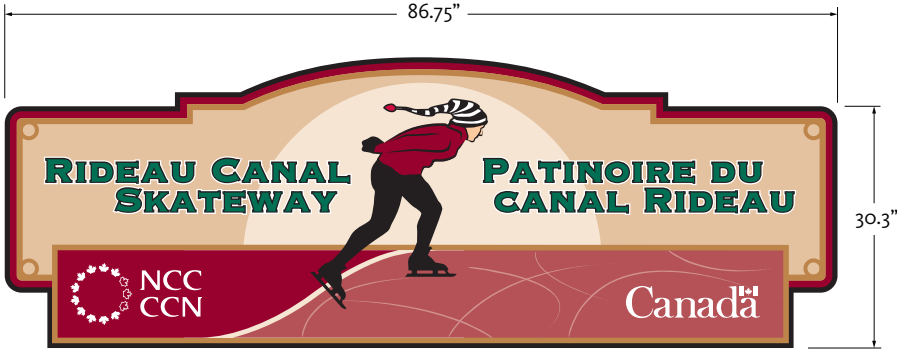
Standard Width Hanging Location Signs
(scale 1:20)



Larger Width Hanging Location Sign
(scale 1:20)



Fifth Ave Entrance Hanging Sign



Standard Width Hanging Location Signs
(scale 1:20)



Overhead RCS Sign
(on all entrance arches)

PRIMARY ENTRANCES: SIDE PANELS



Left and Right Side Panels Front Artwork (scale 1:20)

Left and Right Side Panels Back Artwork (scale 1:20)



Left Front Panel (Lansdowne site)

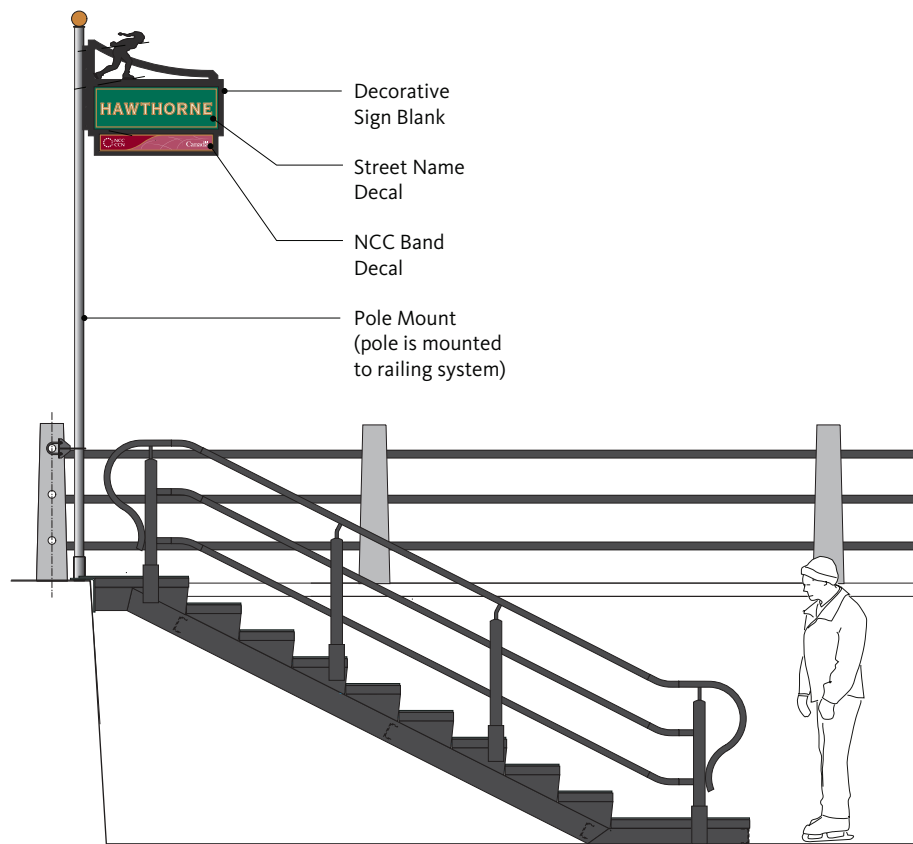


Left Back Panel (Lansdowne site)

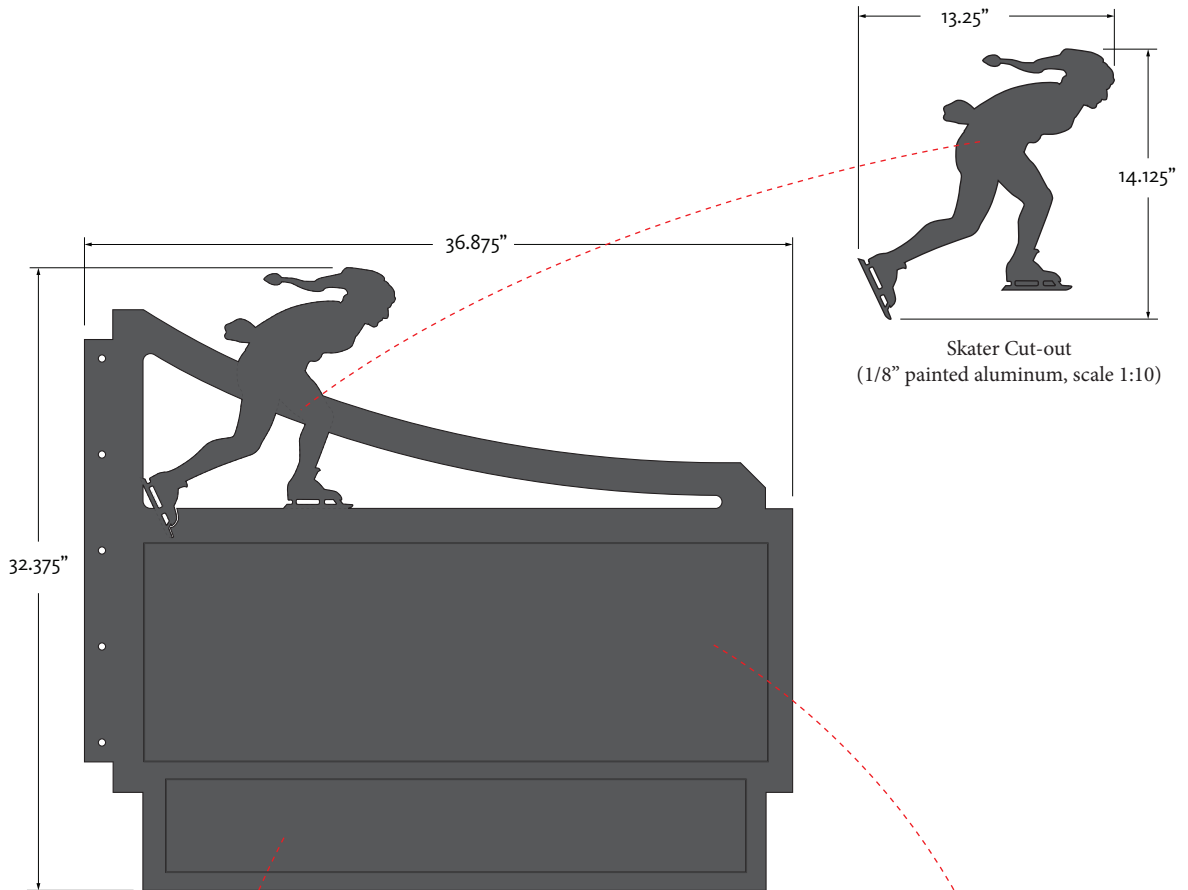
SECONDARY ENTRANCES

1 of 5

Description:	Wayfinding system identifying the secondary RCS entrance / exit access points
Inception Date:	2005 season (some street names added/changed in 2013)
Location:	Various sites (at every secondary entrance point along the RCS)
Components:	Double-sided Sign Blank, Support Pole, Street Name Decal, NCC Band Decal
Dimensions:	Sign blank 32.4" tall x 36.9" wide; Street Name Decal 11" tall x 30" wide
Quantity:	21 secondary street ID entrances



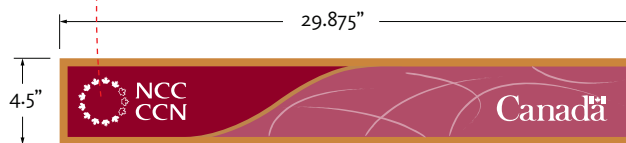
Secondary Entrances, Street ID Sign Overview
(scale 1:50)



Sign Blank Assembly
(1/8" painted aluminum, scale 1:10)



Street Name Decal
(screen printed vinyl, scale 1:10)



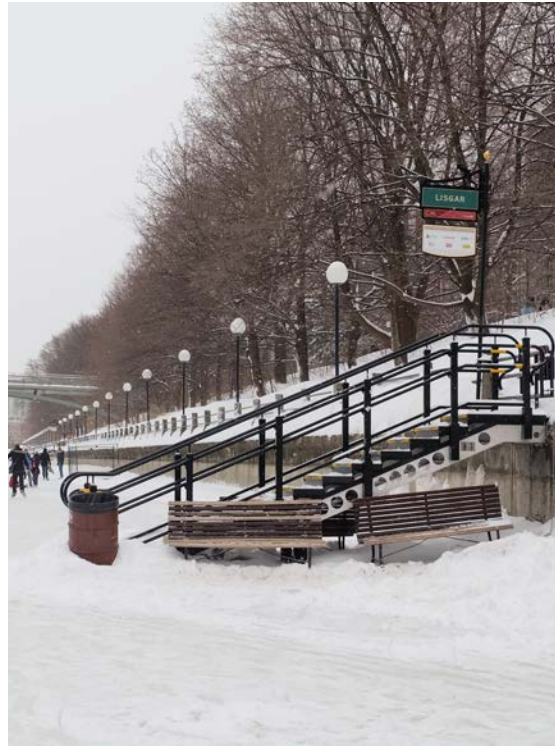
NCC Band Decal
(screen printed vinyl, scale 1:10)

DELAWARE	PATTERSON	ARGYLE
WAVERLEY	HAZEL	HAWTHORNE
SOMERSET EAST / EST	SECOND	PRETORIA
SOMERSET WEST / OUEST	HERRIDGE	LIBRARY
LISGAR	CLEGG	BANK SOUTH SUD
MACKENZIE KING WEST / OUEST	HOLMWOOD	KIPPEWA
MACKENZIE KING EAST / EST	AVENUE	LAKEVIEW
NAC	BANK NORD NORTH	PONT BRONSON BRIDGE

Current Street Names
 ('Kippewa', 'Avenue' and 'Bronson Bridge' added in 2013)



Hazel Secondary Entrance with Sponsor Dangler
(Hazel site)



Lisgar Secondary Entrance with Sponsor Dangler
(Lisgar site)



Somerset Secondary Entrance Sign
(Somerset site)



Waverley Secondary Entrance Sign
(Waverley site)



Guinness Dangler
(Lisgar site, 2006 season)

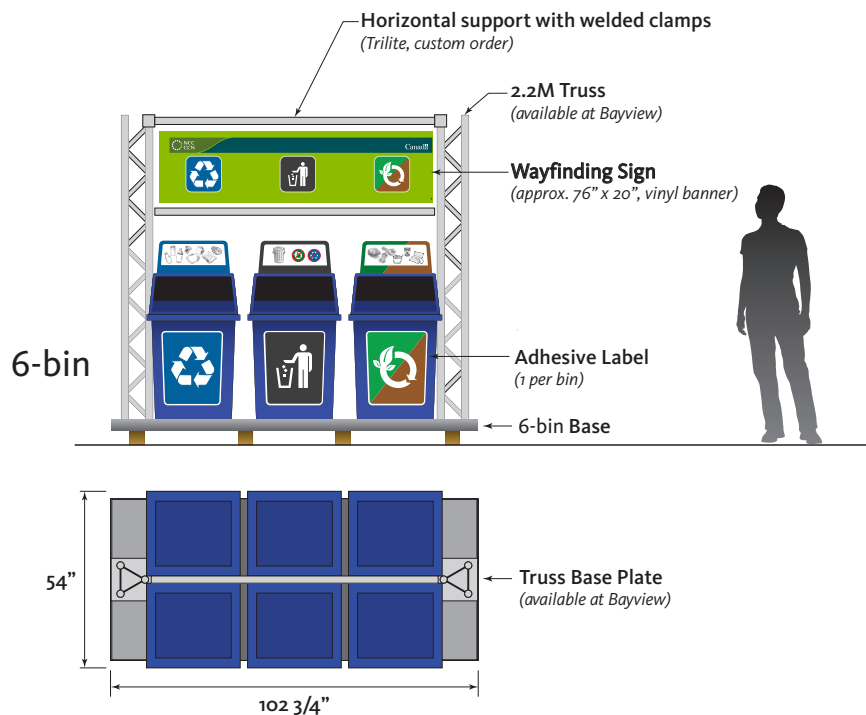
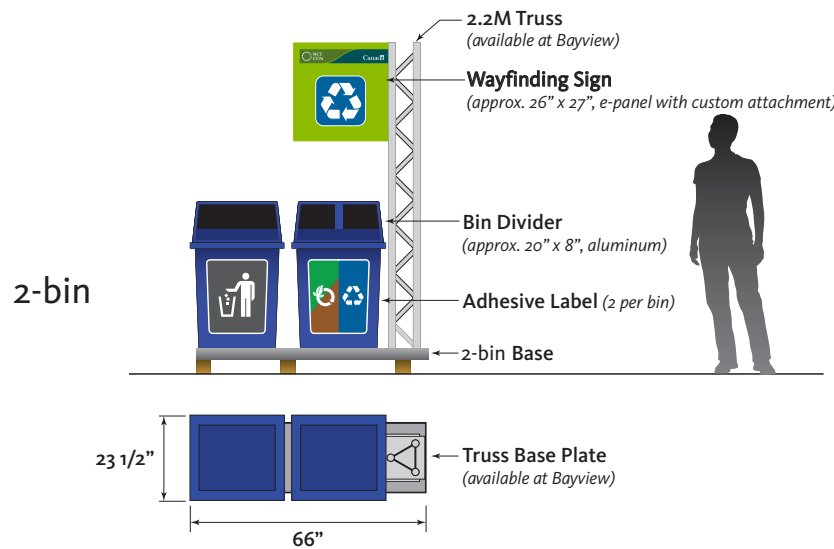


Guinness Dangler
(Scale 1:12)

WASTE STATION PROTOTYPES

1 of 2

- Description:** A standard waste system for the signature events to reduce the amount of resulting waste going to landfill.
- Inception Date:** 2013/14 season
- Location:** Various (Bronson, Concord, Fifth)
- Components:** Wayfinding Sign attachment, Wayfinding Banner, Rubbermaid Bins, and 2.2M Trilite Truss and Base Plate
- Dimensions:** 2-bin Station 23.5" wide x 93" tall x approx. 66" deep, Bins are spaced 2" apart
6-bin Station 54" wide x 93" tall x approx. 102.75" deep, Bins are spaced 2" apart
- Quantity:** 2 2-bin Stations and 2 6-bin Stations





Front View of Waste Station Prototype (Fifth Ave site)



Front View of Waste Station Prototype (Bronson site)



Side View of Waste Station Prototype (Fifth Ave site)

PROGRAMMING

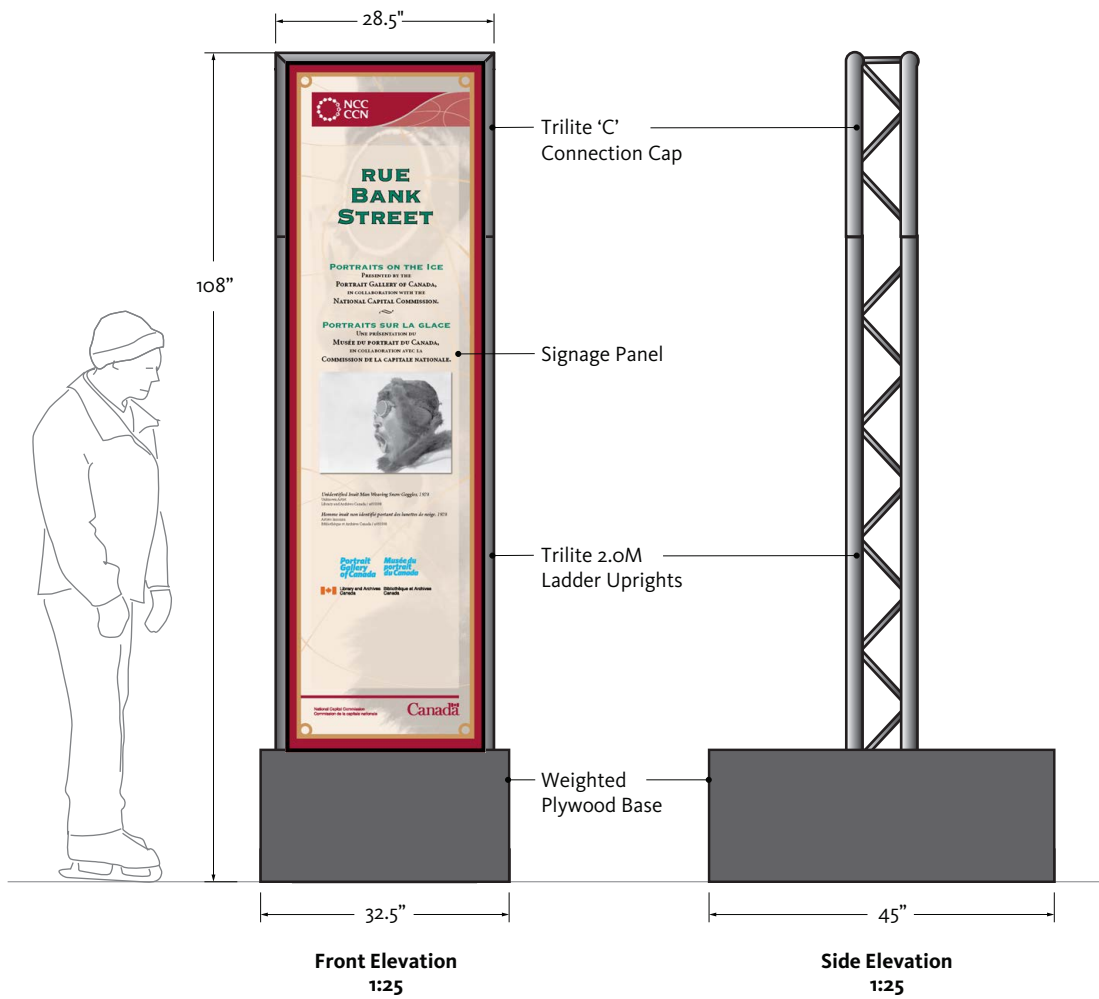
Skate Safe

- Activity Tower

ACTIVITY TOWERS

1 of 3

- Description:** Standard programming panel display structure
- Inception Date:** Festival Hardware: 1997, Panels: 2008 season
- Location:** Various
- Components:** Trilite ladder uprights, 'C' connection cap, weighted base and activity panels
- Dimensions:** 32.5" wide x 108" tall x 45" deep





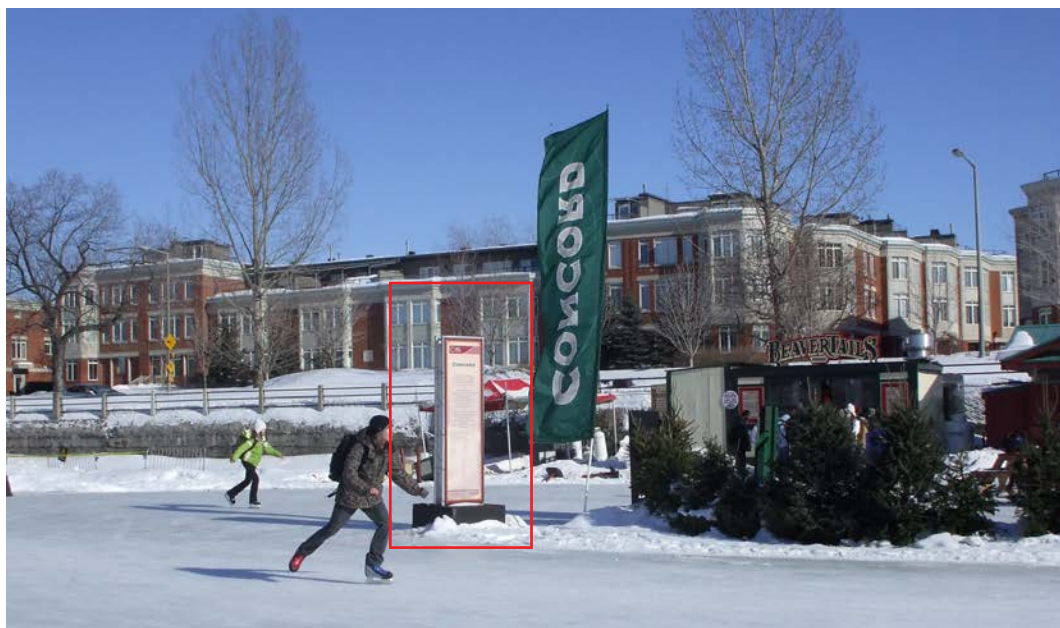
Portrait Gallery Activity Tower
Panel Artwork (scale 1:15)



Activity Tower with Panel (Bank Street site)



Concord Entrance with Adjacent Activity Tower (Concord site)



Concord entrance and surroundings (Concord site)

INTERPRETATION

'Science of Ice' Exhibit

SCIENCE OF ICE EXHIBIT

1 of 1

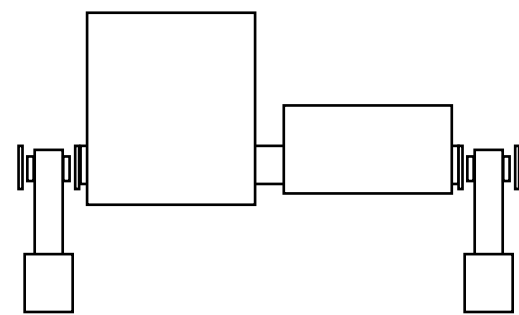
Description: Series of interpretive panels educating skaters about the “Science of Ice”
Inception Date: 2008 season
Location: Concord site
Components: Duraply panels laminated with printed vinyl
Dimensions: Horizontal panels 48” long x 21 7/8” high, Vertical panels 42” long x 47 7/8” high
Quantity: 10 panels (5 vertical, 5 horizontal)



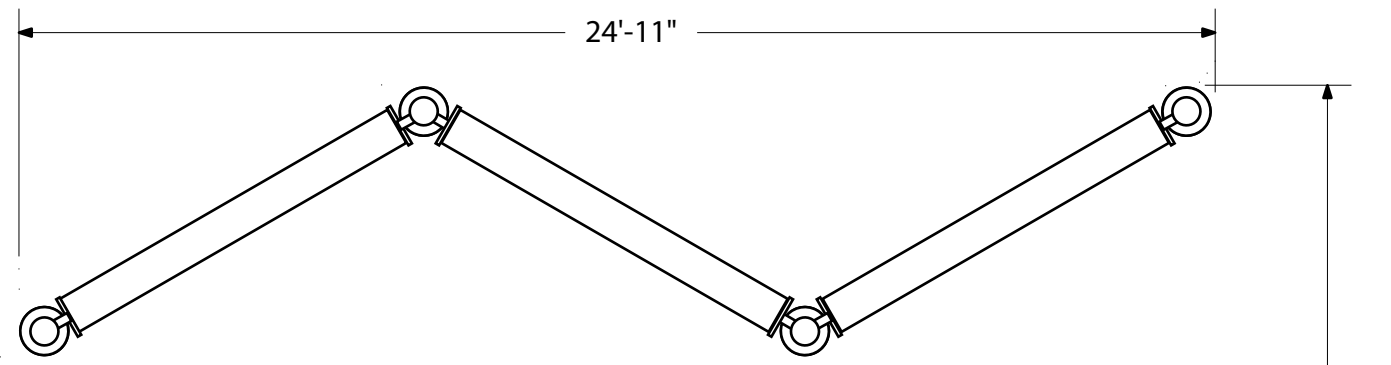
Science of Ice Exhibit (Concord site, SE facing view)



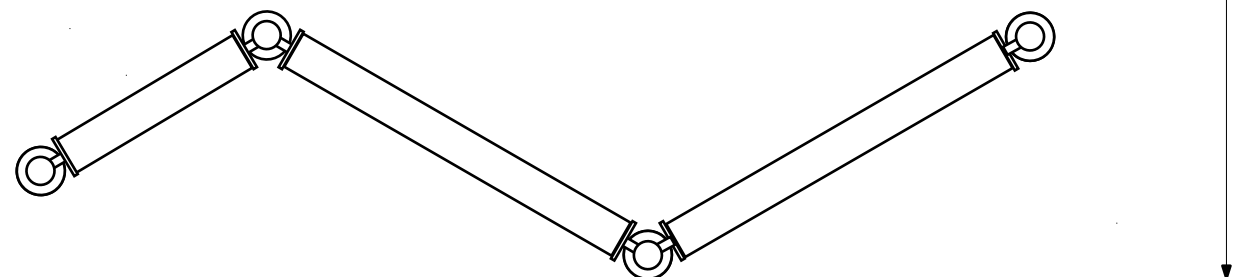
Science of Ice Exhibit (Concord site, NW facing view)



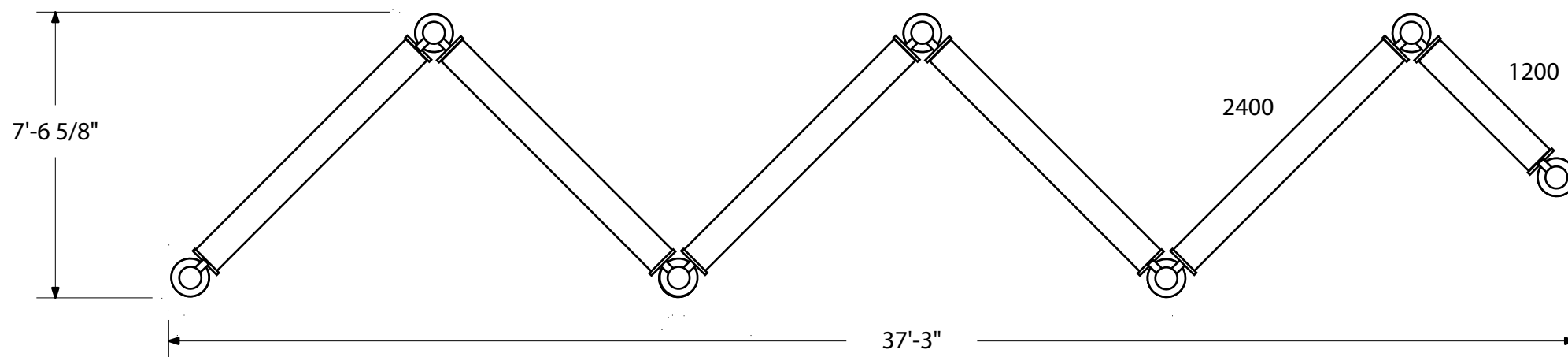
Typical Section Elevation



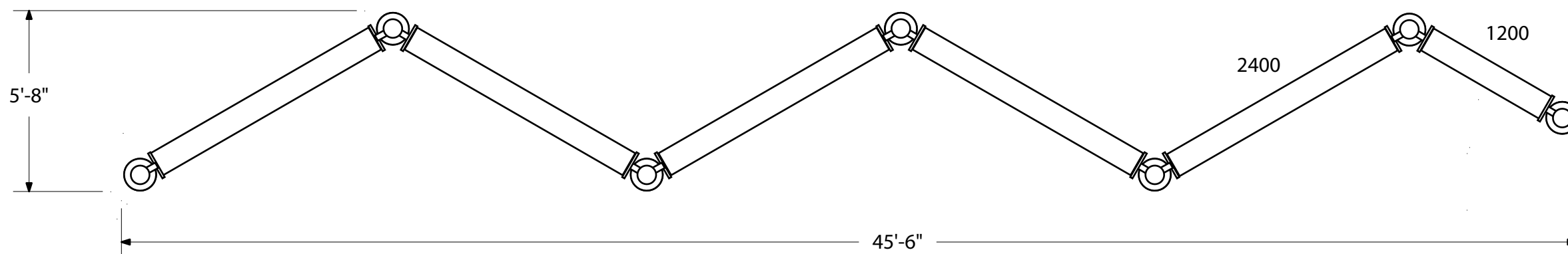
SPLIT LAYOUT
(note: requires an additional adjustable leg.)



DRAFT
FOR DISCUSSION ONLY



COMPRESSED LAYOUT



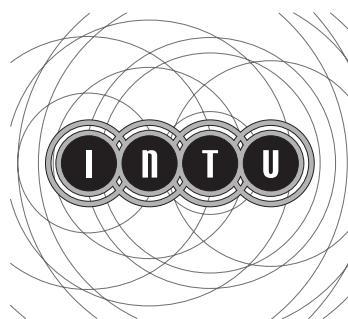
STANDARD LAYOUT

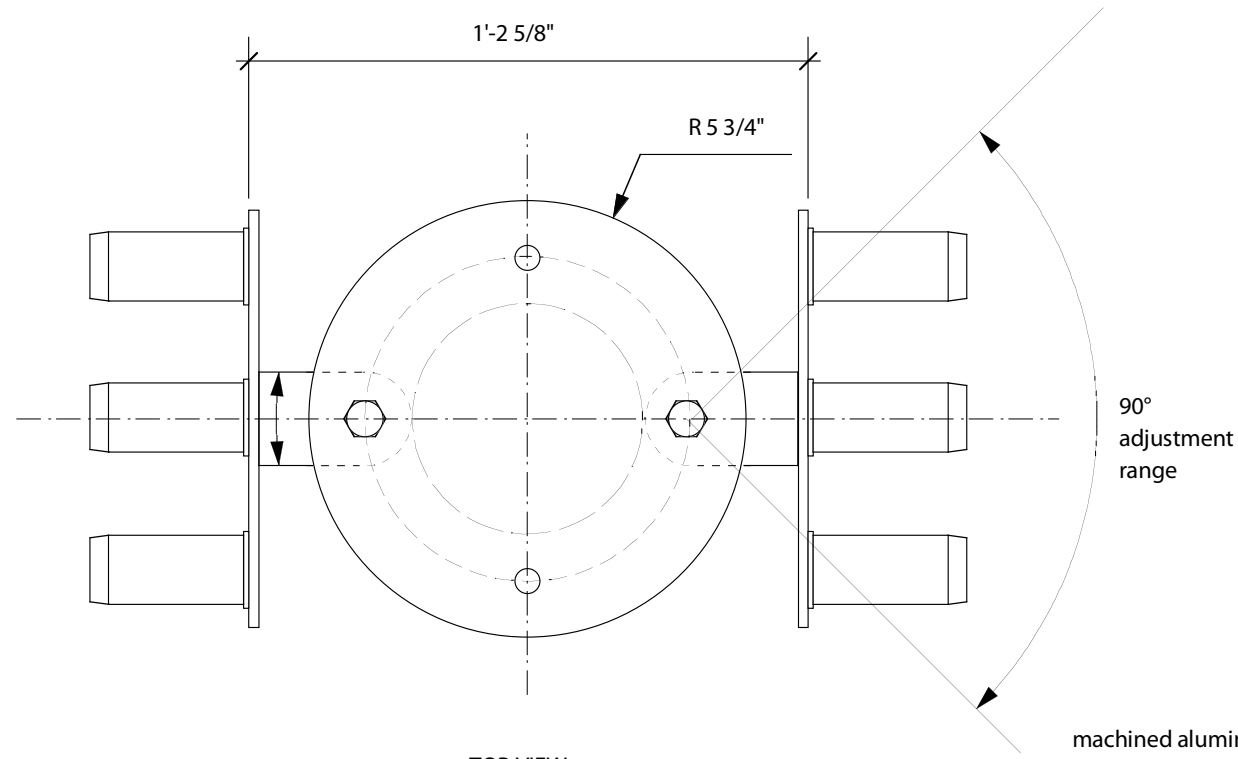
NCC Science of Ice Exhibit
Typical Layouts

4-9-07

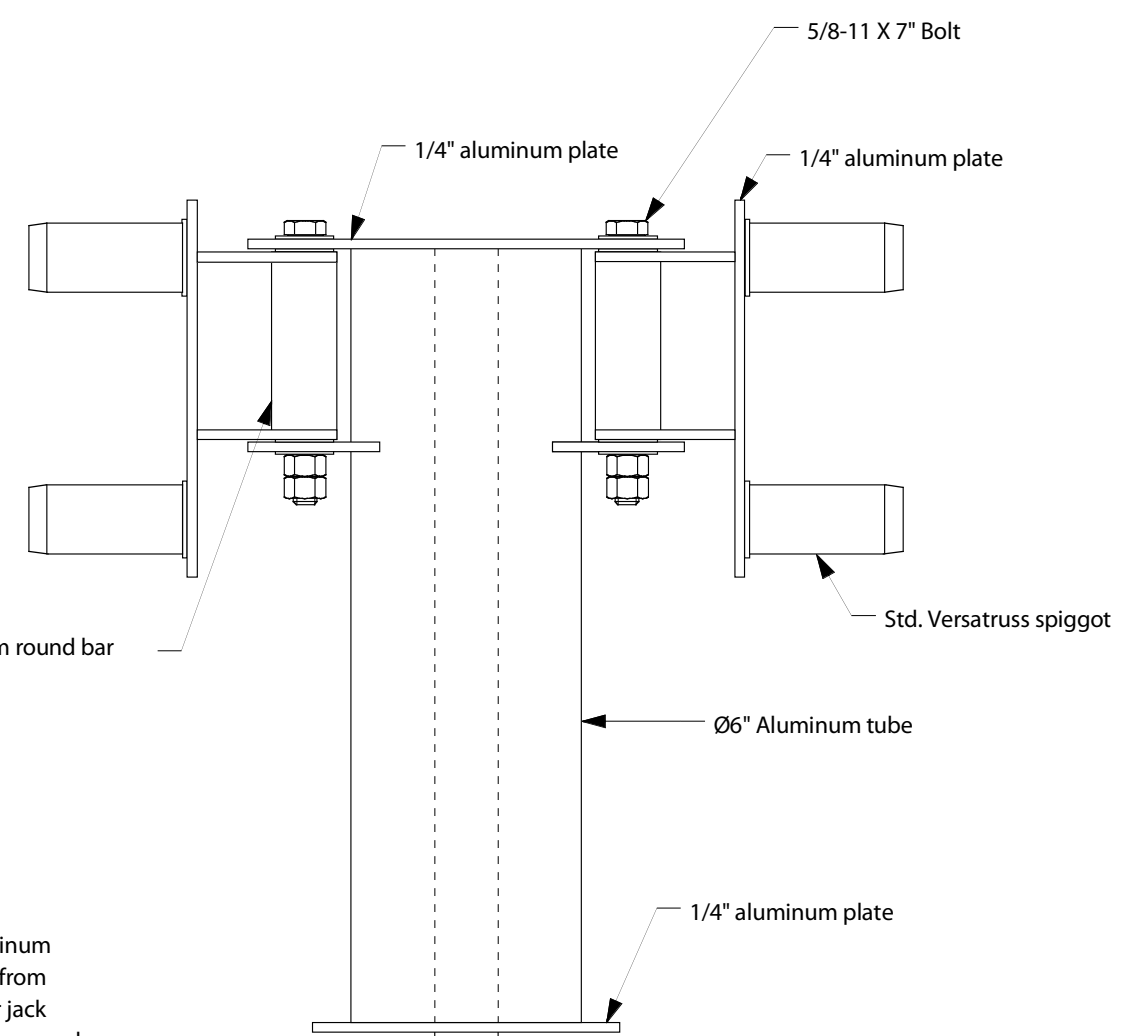
INTU DESIGN LTD.
499 BLAIR STREET
OTTAWA ONTARIO
CANADA K1G 0J3

T: 613 523 8359
F: 613 248 4651
E: stewart@intu-design.com
www.intu-design.com

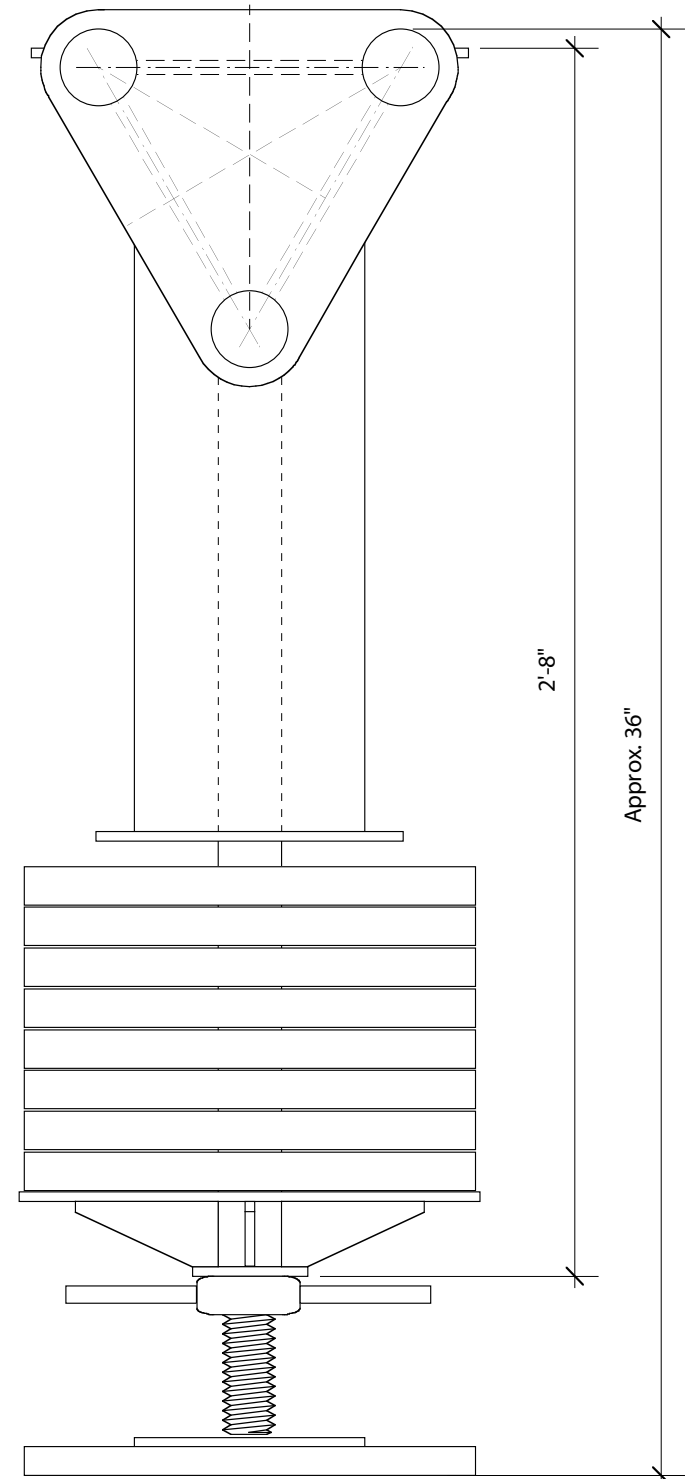




TOP VIEW
1/5 scale

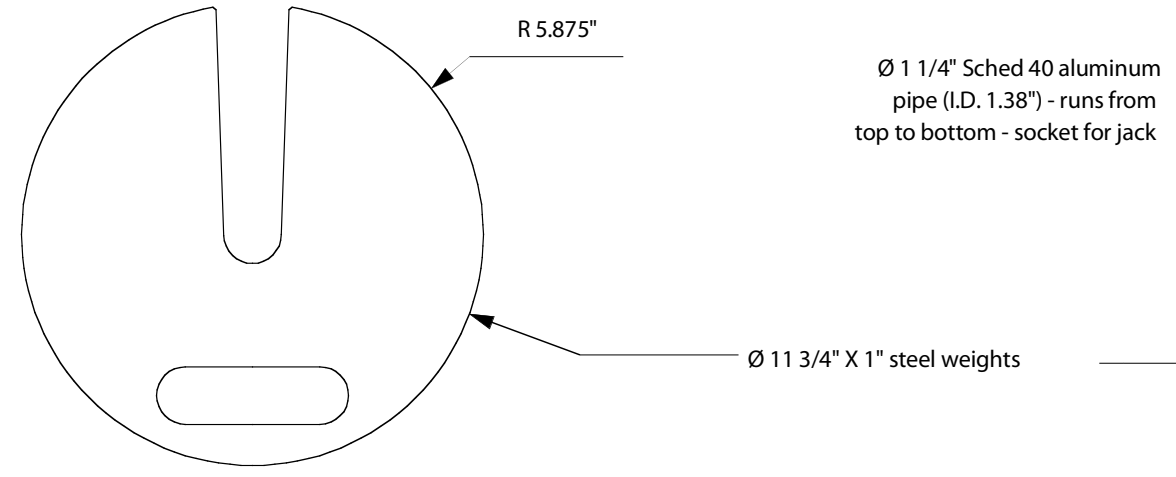


FRONT VIEW
1/5 scale



SIDE VIEW
1/5 scale

DRAFT
FOR DISCUSSION ONLY



TOP VIEW - STEEL WEIGHT
1/5 scale

Ø 1 1/4" Sched 40 aluminum pipe (I.D. 1.38") - runs from top to bottom - socket for jack

Ø 1 1/4" X 1" steel weights

1/4" aluminum plate reinforcement

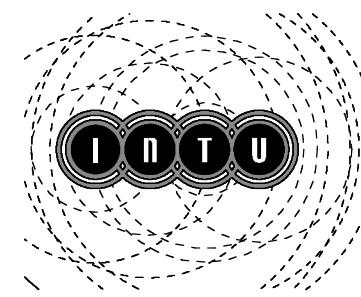
#6 X 24" standard scaffold Jack post assembly (Ø 1 3/8")

Foot - screws to jack plate - plywood or polyethylene

NCC Science of Ice Exhibit

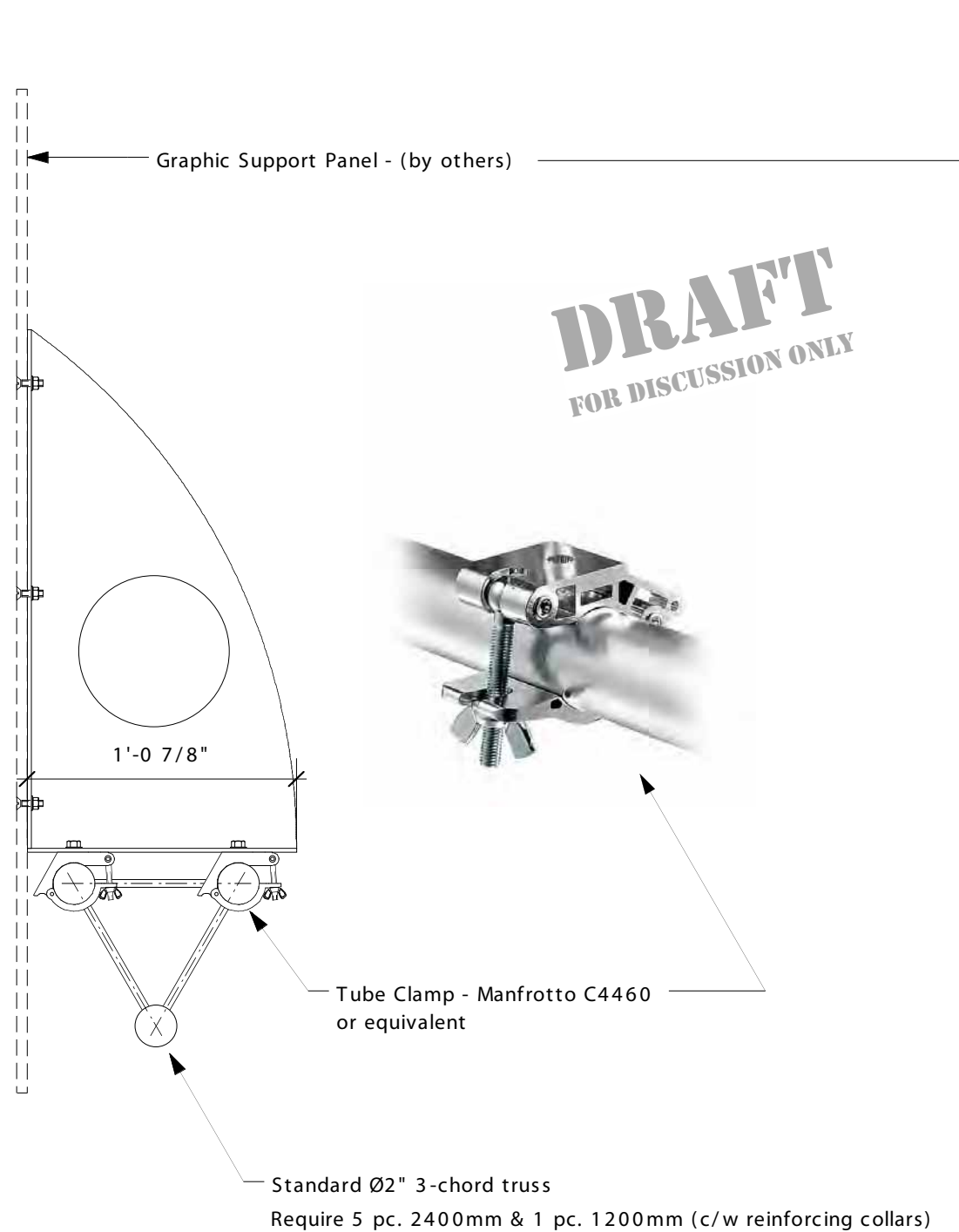
Adjustable Leg

4-4-07



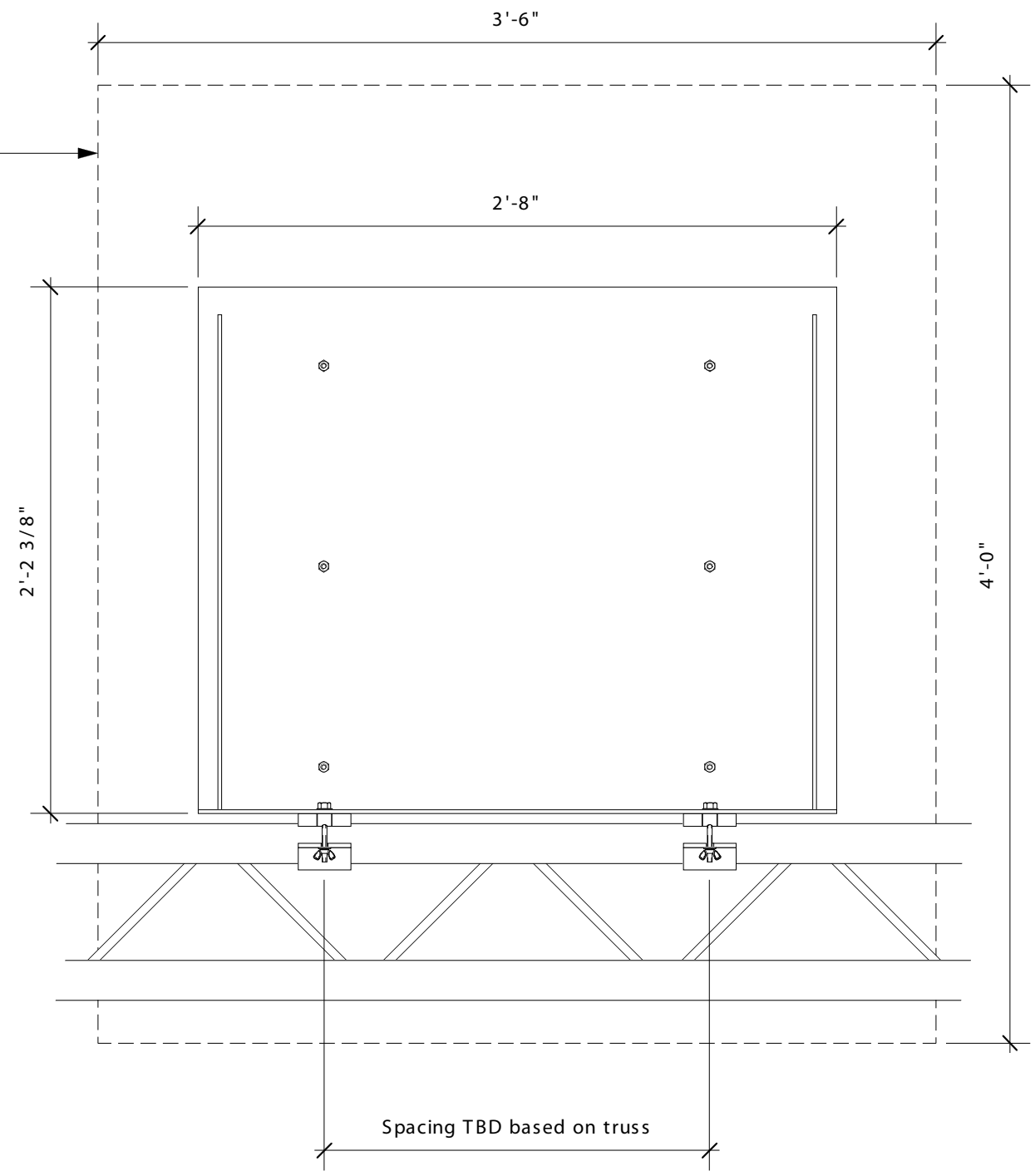
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F: 613 248 4651
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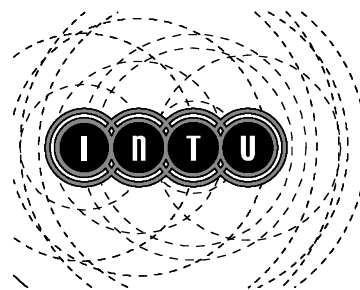


SIDE VIEW
1/8 scale

All aluminum plate is 3/16" or 1/4"



REAR VIEW
1/8 scale



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www.intu-design.com

NCC Science of Ice Exhibit

Vertical Panel Support

4-4-07

SPONSORSHIP AND MARKETING

Boot Racks

Photo Op Structures

- Prototype (2013)
- Re-Designed Photo Op Structure (2014)

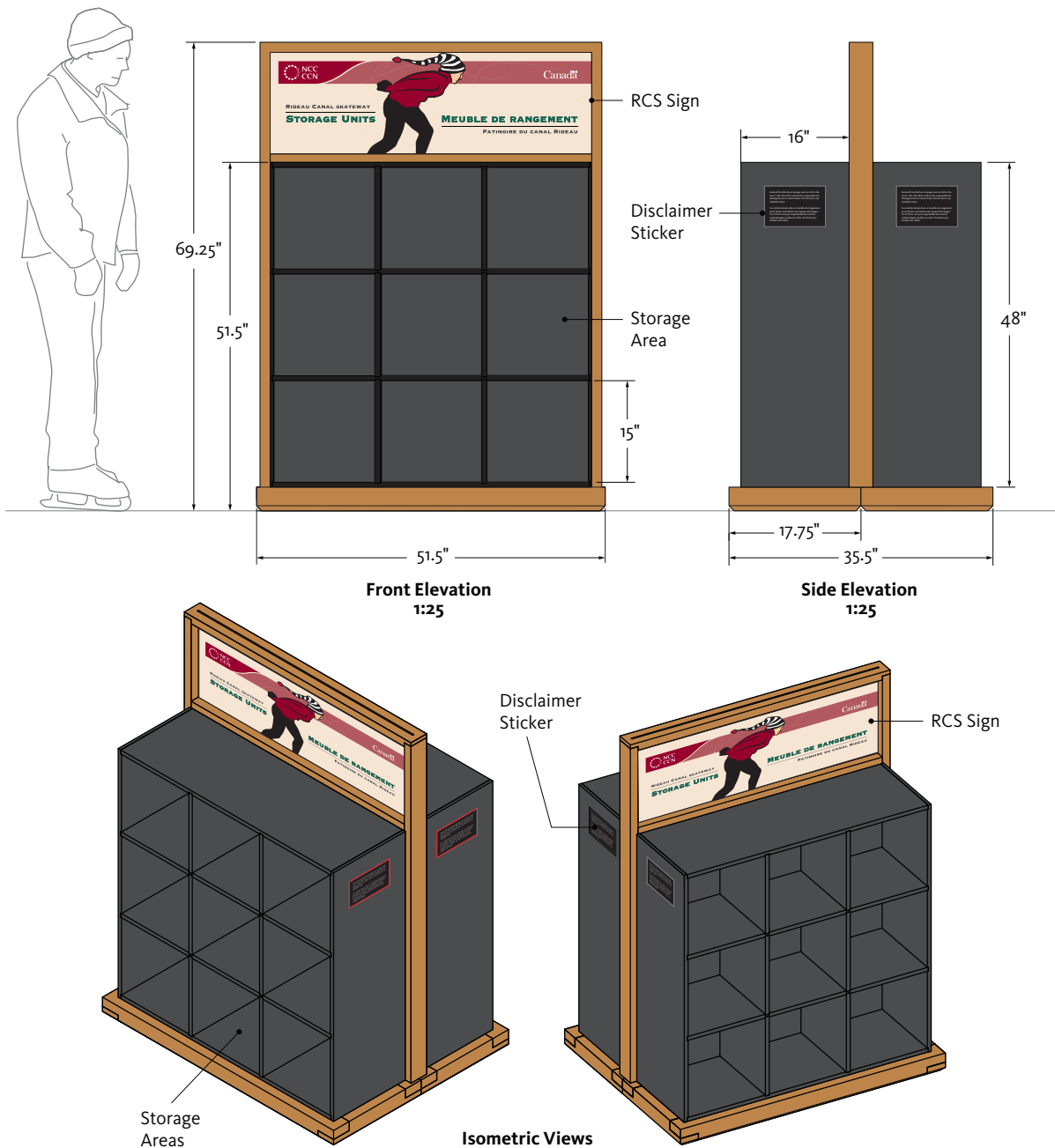
Railing Panels Overview

Sponsor and Media Danglers

BOOT RACKS: OVERVIEW

1 of 2

Description: Series of double-sided boot storage units (18 storage compartments per unit)
Inception Date: 2008 season
Location: AMEX Lounge, Fifth Ave site
Components: Plywood and lumber construction, coroplast signage panel, disclaimer sticker
Dimensions: 70" tall x 52" wide x 36" deep
Quantity: 3 units





Series of 3 boot rack units (Fifth Ave site)

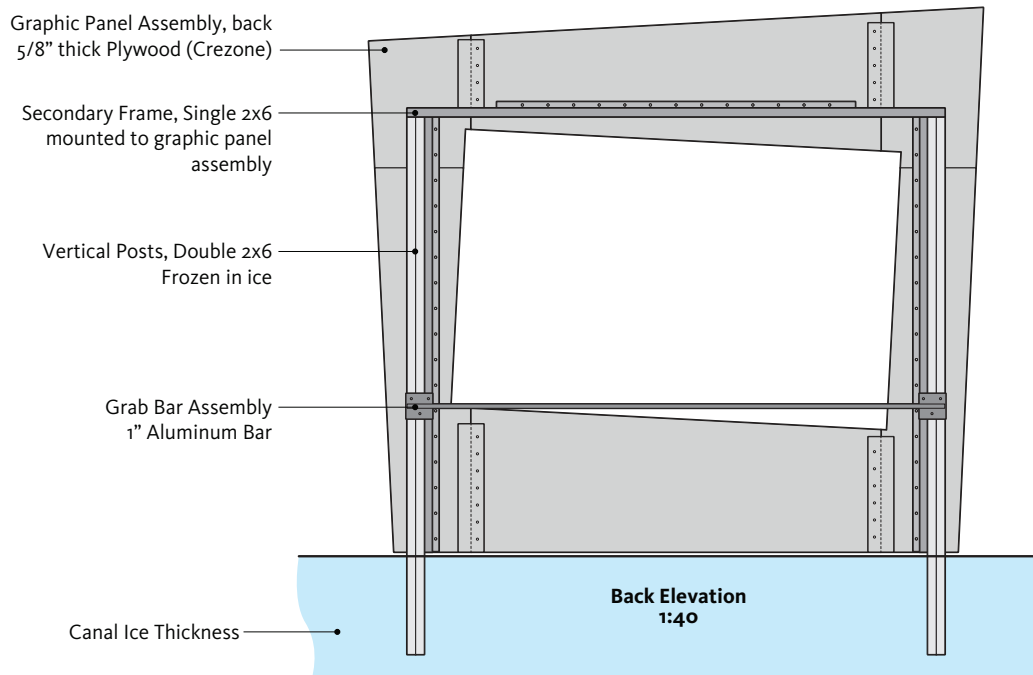
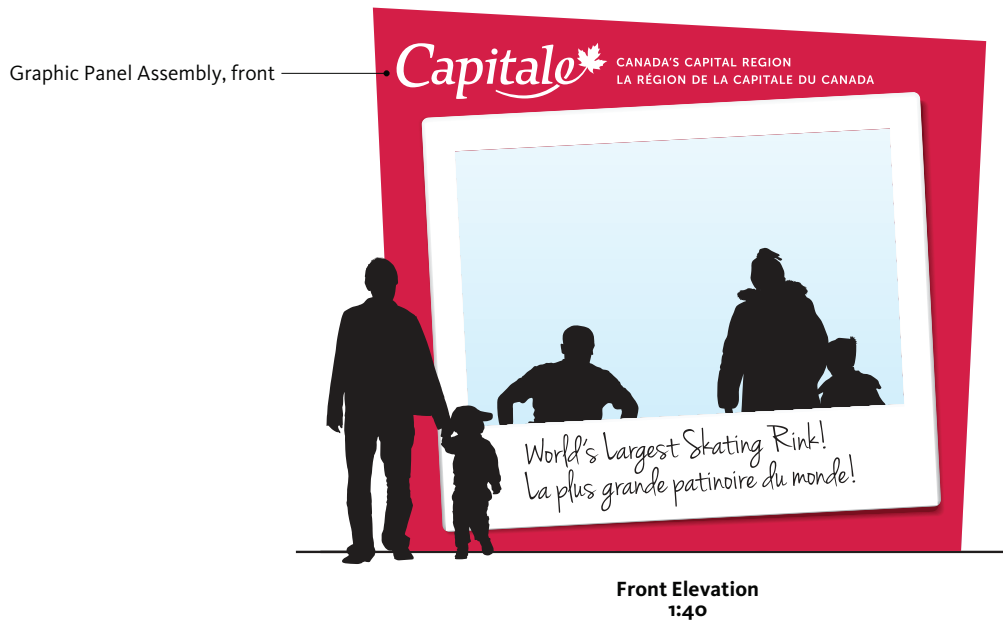


Side 1 of Boot Rack (Fifth Ave site)

PROTOTYPE PHOTO OP STRUCTURE: OVERVIEW

1 of 6

- Description:** Oversized photo frame with space for visitors to pose for photos with skateway scenery and Parliament Buildings in background.
- Inception Date:** 2012/13 season
- Location:** NAC
- Components:** Plywood and lumber construction, printed vinyl graphics, aluminum grab bar
- Dimensions:** 144" wide x 127.6" tall x approx. 6.25" deep
- Quantity:** 1 Prototype Photo Op Structure



PROTOTYPE PHOTO OP STRUCTURE: GRAPHIC PANEL

2 of 6

Dimensions: 144" wide x 127.6" tall

Quantity: 1 Graphic Panel Assembly, composed of 6 (5/8" thick) Plywood (Crezone) pieces



Prototype Photo Op Graphic Panel Artwork
(1:30)



Front view of Prototype Photo Op Structure (NAC site)



Prototype Photo Op Structure at NAC site

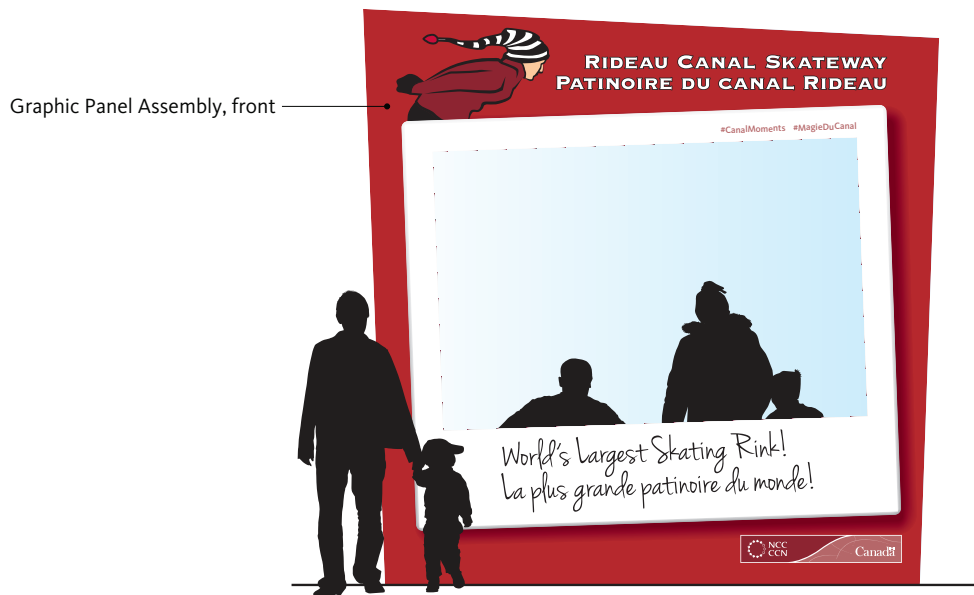


Side view of Prototype Photo Op Structure

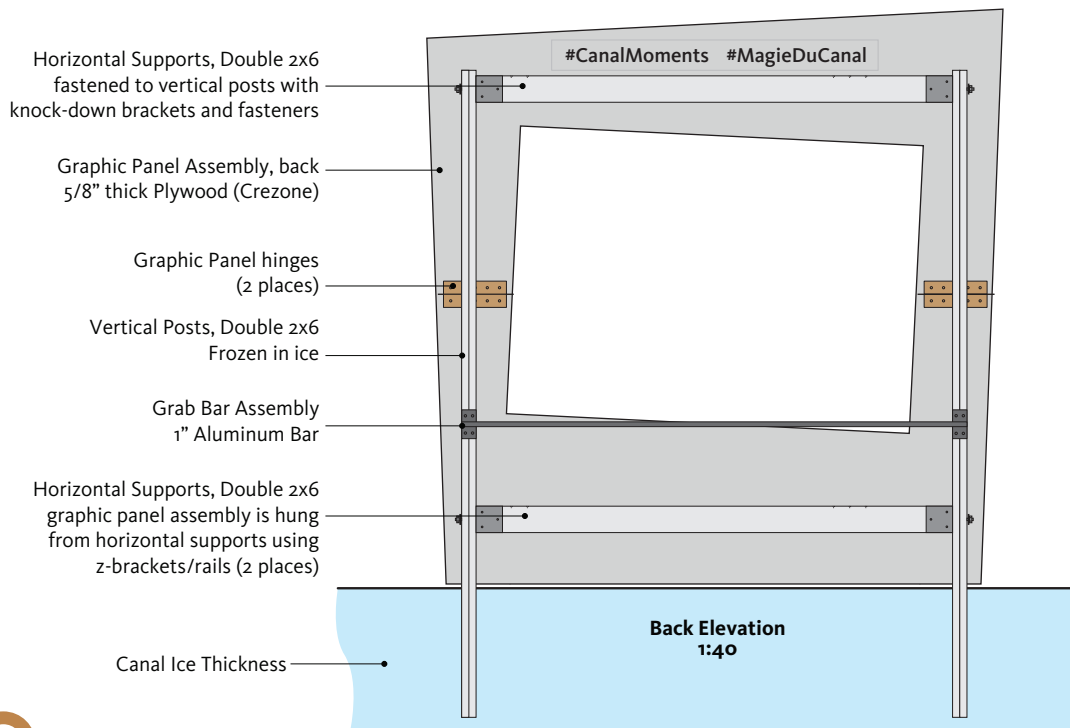
RE-DESIGNED PHOTO OP STRUCTURE: OVERVIEW

4 of 6

- Description:** Oversized photo frame with space for visitors to pose for photos with skateway scenery and Parliament Buildings in background.
- Inception Date:** 2013/14 season
- Location:** NAC
- Components:** Plywood and lumber construction, printed vinyl graphics, aluminum grab bar
- Dimensions:** 120" wide x 120" tall x approx. 6.25" deep
- Quantity:** 1 Re-Designed Photo Op Structure



Front Elevation
1:40

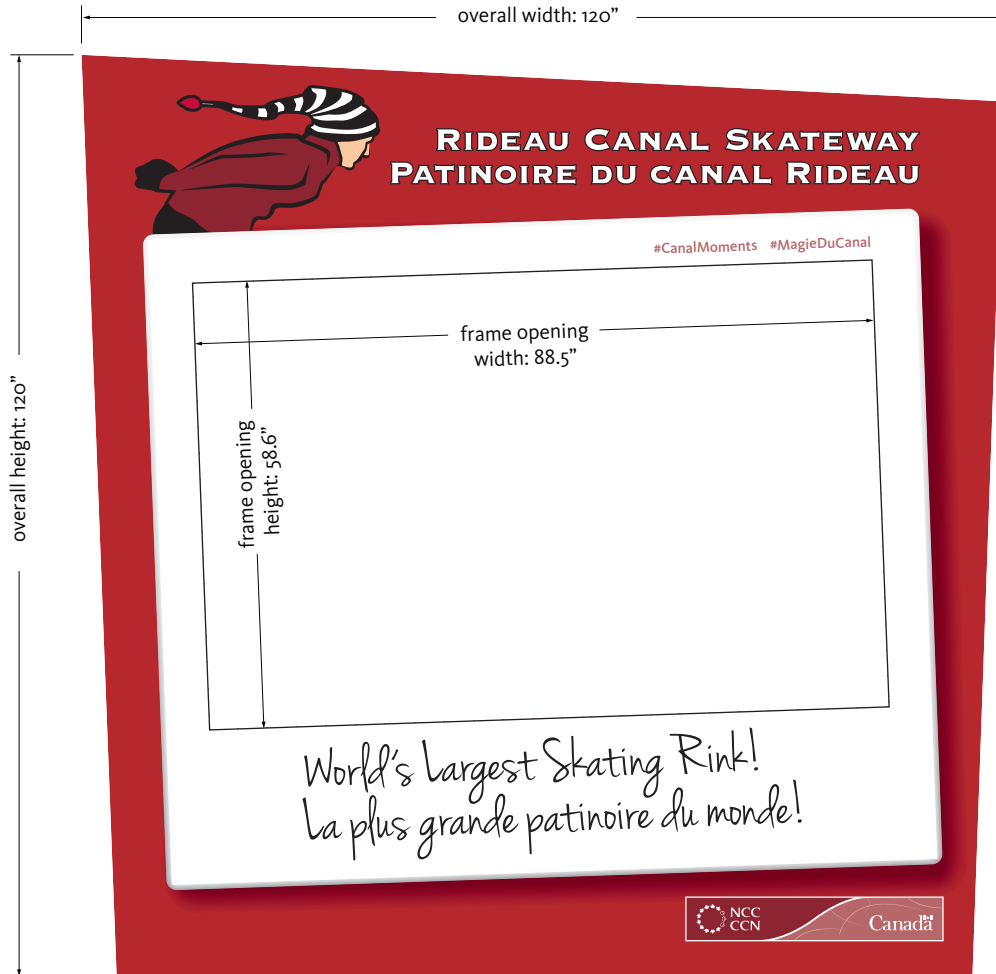


RE-DESIGNED PHOTO OP STRUCTURE: GRAPHIC PANEL

5 of 6

Dimensions: 144" wide x 127.6" tall

Quantity: 1 Graphic Panel Assembly, composed of 6 (5/8" thick) Plywood (Crezone) pieces



Re-Designed Photo Op Graphic Panel Artwork
(1:25)



Front view of Prototype Photo Op Structure (NAC site)



Prototype Photo Op Structure at NAC site

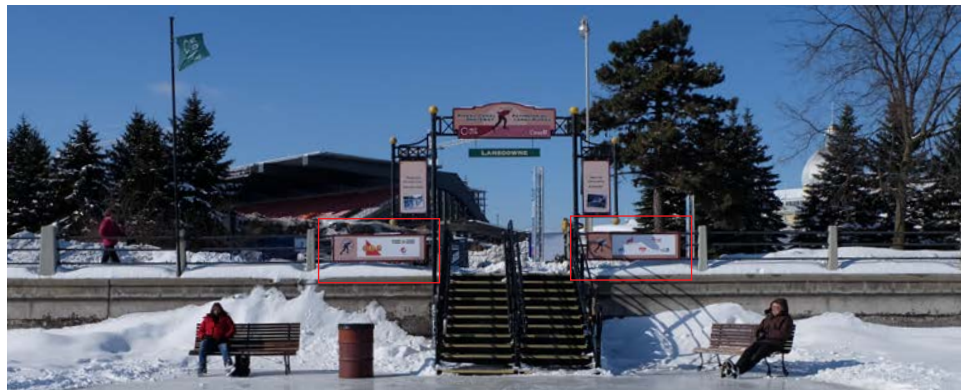


Back view of Prototype Photo Op Structure

RAILING PANELS: OVERVIEW

1 of 2

Description:	Railing signage placed at entrance stairwells to promote RCS sponsors
Inception Date:	Approx. 1996
Location:	Various sites (at every stair structure)
Components:	Two duraply base panels with vinyl banners applied (spacer between the two panels)
Dimensions:	Varies
Quantity:	3 units



Various Railing Panels at Primary Entrance
(Lansdowne site)



Various Railing Panels at Secondary Entrance
(Bank site)



◀ Sponsor Panels (with various sponsor logos)



Sponsor Panel in context
(Bronson site)

SPONSOR AND MEDIA DANGLERS FOR SECONDARY AND TERTIARY ENTRANCES 1 of 2

- Description:** Add-on signage element for entrances to promote RCS sponsors
Inception Date: 2009 season
Location: Various sites (at every secondary and tertiary entrances)
Components: Black sintra sign with applied vinyl graphics
Dimensions: 32" wide x 19" tall



Collection of Sponsor and Media Dangers for season 2009
(scale 1:20)



Secondary Entrance with Sponsor Dangler and Railing Panel (Lisgar site)



Sponsor Dangler in context (Somerset site)



Media Dangler in context (Pig Island site)

SECURITY REQUIREMENTS

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the contractor's personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening _ PSU 917.

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

****For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.***

Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

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

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

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

Company Security Representative

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

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

- They must be employees of the contractor's firm;

SECURITY REQUIREMENTS

- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

Occupational Health and Safety Requirements

1. General

- 1.1** In this Contract “OHS” means “occupational health and safety”.
- 1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
 - 1.3.2 safety of property on site;
 - 1.3.3 protection of persons adjacent to the site; and,
 - 1.3.4 protection of the environment.
- 1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
 - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
 - (c) Applicable provisions of the *Canada Labour Code, Part II*;
 - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
 - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the

- Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.
- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
 - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
 - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
 - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
 - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
 - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
 - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

2. Qualifications of Personnel

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

3. Certification

- 3.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 3.2** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

4. Plans Policies and Procedures

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
 - (b) have basic working knowledge of specified occupational safety and health regulations,
 - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
 - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
 - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
 - (b) reporting or procedural requirements;

(c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.

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

(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"/>	SIN - mandatory for (1) & (2) / NAS - obligatoire pour (1) & (2)	Corporation / Société	Business No. (BN) / N° de l'entreprise (NE)	
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 services only / Contrat de services seulement		Contract for mixed goods & services / Contrat de biens et services		Contract for goods only / Contrat de biens seulement	
<input type="checkbox"/>		<input type="checkbox"/>		<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 with this form / Veuillez, s.v.p., envoyer un spécimen de chèque 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 :		
Postal Code / Code postal :		

PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT

E-mail address / Adresse courriel :

PART 'E' - CERTIFICATION / PARTIE 'E' - CERTIFICATION

<p>I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.</p> <p>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.</p>	<p>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.</p> <p>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.</p>		
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 one of your business cheque unsigned and marked « VOID » (for verification purposes).

Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Mail or fax to: Procurement Assistant, Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

Poster ou télécopier à : Assistant à l'approvisionnement
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 and Receivable Officer – (613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.