

NCC-CCN

Snow Removal and Ice Maintenance Services on the Rideau Canal Skateway

The World's Largest Outdoor Skating Facility

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1 General Information

1.1 Intent

The National Capital Commission (NCC), through its Capital Stewardship (CS) Branch, manages the natural and built facilities and assets in the National Capital urban area. These facilities and assets contribute to Ottawa's rich symbolic setting as the seat of national government. The CS Branch manages and protects these assets in order to provide a safe and enjoyable experience for all users.

The CS Branch manages contracts which provide high quality maintenance services for the Commission's urban sites as well as summer and winter maintenance of major federal institutions in the Capital, such as Parliament Hill. Effective operation, protection, maintenance and lifecycle management is required for a diverse mix of urban assets ranging from urban conservation areas, green spaces, parkways, downtown parks, pathways, monuments and buildings of national significance. The overall objectives of the maintenance practices are to protect and preserve these for all Canadians. In achieving these objectives, the NCC is committed to planning, developing and implementing all of its programs and activities in a manner designed to minimize adverse effects on the environment and ideally enhance the environmental resources under its responsibility.

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

1.2 The Rideau Canal Skateway

The pride of Canada's Capital Region is the Rideau Canal, which stretches 202 kilometres from Ottawa to Kingston. It was designated a World Heritage Site by UNESCO (United Nations Educational, Scientific and Cultural Organization) in June 2007. Each winter a portion of this historic waterway is transformed into the world's largest skating rink. Crowds of skaters and outdoor enthusiasts from all over Canada and the world enjoy the 7.8 kilometre ice surface that winds through the heart of Ottawa. In 2005, Guinness World Records confirmed that the Rideau Canal Skateway (RCS) was indeed the "Largest Naturally Frozen Ice Rink in the World".

The RCS celebrated its 46th skating season in 2016, yet it is so much more than just a skating rink. You'll find concession stands and other services including skate and sled rentals, shelters and rest areas. The Skatetrack also serves as centre 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 and is owned by Parks Canada. The Skatetrack portion is managed by the NCC during the winter months. The Rideau Canal makes an important contribution year-round to the beauty and spirit of Canada's Capital Region.

The skating season may start between Christmas and New Year's Day, weather permitting. The opening of the Skateway is determined by weather and ice conditions. The NCC Ice Safety

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Committee (ISC) assesses the ice thickness before the official opening of the RCS. This Committee continuously monitors ice conditions throughout the skating season.

The following is provided for information purposes only. This information may or may not have an effect on the Contractor's performance of the Work described in this RFP.

1. 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 Canal 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.
2. It takes several consecutive days and nights of cold weather to get an ice surface safe for skaters.
3. The NCC Ice Safety Committee experts assess the ice thickness before the official opening of the Skatetrack can be announced. The Committee regularly monitors ice conditions throughout the skating season.
4. The NCC uses a flag system to indicate whether the Skateway is open. The green flag means it is open, the red flag means the RCS is closed.
5. Approximately one thousand five hundred (1,500) Christmas trees are recovered by the NCC each year and used to delineate rest areas located on the RCS.
6. The Skatetrack features an array of services such as food concessions, skate and sleigh rentals, shelters and rest areas.
7. Every February, the RCS hosts many Winterlude activities.
8. Benches, signage and 'wayfinding' structures are also located at various locations on the RCS.

1.3 Winterlude

The NCC initiated Winterlude in 1979 as a celebration of Canadian winter traditions. The 38th edition of Winterlude will take place in 2017. It has become one of Canada's largest festivals, attracting up to 800,000 attendees in its 27th edition held in February 2005. Winterlude is the annual winter *rendezvous* where Canadians and visitors discover, experience and celebrate winter and our northern heritage

1.4 General Operational Data

The following information should be considered when preparing the Proposal and delivering the services.

1. The segment of the Rideau Canal known as the Skatetrack runs 7.8 kilometres from downtown Ottawa, along Colonel By Drive to the Hartwell Locks, located near Carleton University.
2. The Pre-Operational (preparation) period for the RCS begins in December or January.

3. The average length of the season over the past five (5) seasons has been forty nine (49) days with an average of forty (40) days open to skating. A more detailed breakdown is provided in Appendix 11.
4. Maintenance crews perform much of the work at night, but are also required to work during the day to keep the skating surface smooth and clear. Snow removal is ongoing, and the Skatetrack is flooded every night, weather permitting.

2 Term

The National Capital Commission (NCC) is proceeding with a request for proposal (RFP) for the provision of Snow Removal and Ice Maintenance Services for the Rideau Canal Skateway for a period of six (6) years from the date of award to June 30, 2022.

3 Geographical Boundaries

The Contractor shall provide all services within the geographic boundaries as summarized on the maps presented in Appendix 1 (GIS Maps).

4 Interpretation and Definitions

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

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

“Applicable Laws” means, at any time, with respect to any Person, property, transaction or event, all then applicable laws, by-laws, statutes, regulations, treaties, judgements, decrees and (whether or not they have the force of law) all then applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or Persons having authority over any of such Person, property, transaction or event and includes all Environmental Laws.

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

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

“Complex Adaptive System” is a system which, in constant interaction with its environment, adapts its components (or subsystems) by permanent restructuring to achieve goals including survival.

“Condition based monitoring” or **“CBM”** means observing (Monitoring, testing, etc.) the state of Equipment in order to determine when/if Maintenance is actually necessary.

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“Conservation Officer” means an NCC employee with peace officer status whose functions include law enforcement and public safety.

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

“Contractor” is synonymous with Successful Proponent.

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

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

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

“Emergency Intervention Service” means the intervention service interfacing with the Emergency Services that must be provided by the Contractor twenty-four (24) hours per day, from December 15th to March 15th of every Year of the Contract.

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

“Environmental Laws” means:

- i. all federal, provincial, regional or municipal statutes and regulations with respect to environmental or occupational health and safety matters as they may be amended or replaced from time to time;
- ii. the jurisprudence with respect to environmental law and health and safety law; and
- iii. all environmental assessment procedures, rules, ordinances, policies (including, but not limited to, the NCC Environmental Guidelines set out in Appendix 2), guidelines, orders, approvals, notices, permits, judgements, directives, licences, decisions and requirements, with or without force of law, as they may be amended or replaced from time to time.

“Equipment” means all equipment and machinery that shall be provided by the Contractor to the satisfaction of the NCC, for snow removal and ice maintenance services (the Work) pursuant to the Contract.

“Event of Insolvency” means any of the following events:

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- (i) if proceedings are instituted by or against the Contractor to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against the Contractor, the Contractor acquiesces in such proceedings, or the Contractor has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors;
- (ii) if a court of competent jurisdiction enters an order, judgement or decree approving a petition or proceedings filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or
- (iii) if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Contractor.

“Finishing Coat” means the application of a light (thin) spray of water that is meant to quickly freeze when it meets the ice surface.

“Freeboard” means the distance from the ice surface to the water level. Freeboard is created because when ice freezes it expands and leaves 10% of its mass above the water level. The ice floats on top of the water.

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

“GIS” means the Geographic Information Systems

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“Ice Boils” may appear as the result of watering operations in very cold temperatures. The application of too much water in these conditions creates an uneven ice surface as parts of the thick layer of water freeze at different rates.

“Ice thickening” refers to the Pre-Operational or early season practice of pumping larger than usual volumes of water onto the surface of bare ice when air temperatures are low enough. Once completely frozen and inspected, ice constructed in this way can be considered as having similar strength to clear ice, or naturally formed ice.

“Intense flooding” refers to the Pre-Operational or early season practice of pumping large volumes of water on the snow covered surface of the ice. If air temperatures are low enough, the resulting slurry (slushy mixture of water and snow) will freeze rapidly and add thickness to the ice in a relatively short period of time.

“Maintenance” means any action taken to keep Equipment in a state where it may be safely utilized for its designed or designated purpose. Notwithstanding the generality of the aforementioned, Maintenance also includes:

- i. **“Predictive Maintenance”** means the application of CBM (see definition) or testing (including Unaided Testing) of Equipment for the purpose of early detection and elimination of equipment defects that could lead to unplanned downtime. Generally speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no Work interruption. The purpose of this type of Maintenance is to determine the condition of in-service Equipment in order to predict when Maintenance should be performed.
- ii. **“Preventive Maintenance”** means all systematic, predetermined Work performed to a schedule with the aim of preventing the wear and tear or sudden failure of Equipment. This type of Maintenance is proactive and usually involves the planned replacement of parts or components based on specifications provided by the manufacturer.
- iii. **“Reactive Maintenance”** means Maintenance required after an event, malfunction or failure. This type of Maintenance is usually triggered by unforeseen events and/or Equipment failure and requires immediate response and action from the Contractor.

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

“NCC” or “Commission” means the National Capital Commission and its successors and assigns.

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

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“Operational” depending on the context in which it is used, has one of two meanings ascribed to it. 1) It is the designation given by the NCC to a section of the RCS once it has been officially declared opened to the public per 7.5. 2) It refers to a family of tasks (Work) that are performed during the period of time which begins with the official opening of the RCS and ends with the official closing of the RCS.

“Personal Protective Equipment” (PPE) is equipment worn by Personnel to minimize exposure to specific occupational hazards. Examples of PPE include respirators, gloves, aprons, fall protection, insulated flotation suits, as well as head, eye and foot protection. PPE does not reduce the hazard itself nor does it guarantee permanent or total protection.

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

“Post-Operational” depending on the context in which it is used, has one of two meanings ascribed to it. 1) It is the period of time that immediately follows the Operational phase and begins once the NCC has officially closed the RCS to the public per 7.2.3.3. 2) It refers to a family of tasks (Work) that are performed during the period of time which begins with the official closing of the RCS and ends ten (10) days later.

“Pre-Operational” depending on the context in which it is used, has one of two meanings ascribed to it. 1) It is the period of time that precedes the Operational phase and begins once the Contractor begins Pre-Operation ice preparation per 7.4.1. 2) It refers to a family of tasks (Work) that are performed during the period of time.

“RCS” means the Rideau Canal Skateway.

“Request for Proposal” (RFP) means the request for proposals issued by the NCC pursuant to the Snow Removal and Ice Maintenance Contract.

“Shell Ice” is the formation of a thin layer of ice on top of standing water (puddle). The layer below may remain liquid (wet Shell Ice) or may drain away (dry Shell Ice) leaving a thin, brittle layer of ice on the surface. Shell Ice forms as the result of two variables; the amount of water applied to the ice surface in relation to the ambient air temperature.

“Skatetrack” means the skating surface of the Rideau Canal Skateway whose boundaries are identified (snow clearing limits) on the GIS maps that form part of this RFP. Subject to the provisions of 5.1.5, the snow clearing limits may be modified by the NCC.

“Snow and Ice Control” or “SNIC” means Maintenance required to clear and remove any snow and control any ice from all designated assets, including, but not limited to, roadways and parking lots, sidewalks, ramps, staircases and landings, ramps, to ensure, at all times, public safety.

“Snow Clearing Limit” means the limits to where the snow must be cleared as depicted on the GIS maps.

“Spills” are defined as pollutants into the natural environment originating from a structure, vehicle, or other container, and that are abnormal in light of all circumstances.

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Spills must be reported to Provincial Environment authorities immediately when they cause or are likely to cause any of the following: impairment to the quality of the natural environment – air, water, or land; injury or damage to property, animal life or fish habitat; adverse health effects; safety risk; plant or animal life unfit for use and loss of enjoyment of normal use of property.

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

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

“Term” means the period commencing upon the signing of this Contract and ending June 30, 2022.

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

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

“Winterlude” means a winter festival held over a period of three weekends usually beginning on the first Friday of February. For the purposes of this Contract, the three weekends of Winterlude also include the Family Day Monday provincial holiday.

“Woodroffe” or **“Woodroffe warehouse”** is the NCC warehouse facility located at 1740 Woodroffe Avenue.

“Work” means the whole of the goods, services, materials, equipment, matters and things required to be done, or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract.

“Year” means for the first term the period following the signature of the Contract and terminating on June 30, 2017. For subsequent terms, a period of twelve consecutive months extending from July 1st of one calendar year to June 30th in the next calendar year.

4.1 Headings and Table of Contents

The inclusion of headings and table of contents in this Contract is for convenience of reference only and shall not affect the construction or interpretation of the provisions set out in this Contract.

5 Special Terms and Conditions

These are in addition to those contained in the General Terms and Conditions.

5.1 Alterations

The NCC reserves the right to make alterations (deletions, reallocations or reductions) to items listed in section 9 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 24 hours after the deemed delivery date of the written notice.

5.1.1 Additions

Should additional work be required the parties will jointly determine the price payable for such additional work. The Contractor shall provide the NCC with a written estimate sufficiently detailed to allow the NCC to evaluate and assess the accuracy and value of the estimate. The Contractor acknowledges that should there be any Work added to the Subject Matter, the Contractor shall be obligated to provide the said Additional Services at a fair and equitable price as requested by the NCC. The NCC and Contractor shall arrive at a mutually agreed fee for any addition. If no such agreement can be reached, the NCC shall have the right to have the additional services executed by another contractor, or by its own personnel.

5.1.2 Deletions, Reallocations or Reductions

The NCC may delete, reallocate or reduce items listed in section 9.

The NCC shall use a cost establishment process to calculate the amount of any compensation resulting from additions, reallocations or reductions that result from any alterations made to items listed in section 9. This process shall determine the amount by which the fixed fee(s) are to be reduced. The following is a summary of the cost establishment process:

- The NCC shall notify the Contractor in writing of any alteration(s) and shall provide a description, illustration and/or map containing the alterations. The NCC will also provide dimensions and measurements where available or helpful.
- The Contractor shall then provide the NCC with an estimate of the total cost for any alteration accompanied by a breakdown sufficiently detailed to allow the NCC to evaluate and assess the accuracy and value of the estimate. The Contractor's estimate shall be based on and derived from, the hourly rates and fixed fee rates contained in his/her proposal.

The NCC and Contractor shall make every effort to arrive at a mutually agreed fee for any deletions, reallocations or reductions based on the information generated by each of the parties. Failing agreement, the NCC shall determine a fair and equitable value corresponding to the deletion.

5.1.3 Change of Dates

The NCC may, at its sole discretion, change deadlines for any operational requirements. The NCC shall notify the Contractor in advance of any changes to deadlines. The Contractor shall modify his/her work plan accordingly and then provide all Work respecting the revised deadlines as determined by the CMO.

5.1.4 Length of RCS season

The NCC offers no guarantees as to the duration of the skating season on the RCS. Each year, the Contractor and the NCC make every effort to open the Skateway as quickly as possible and to extend the skating season for as long as ice conditions, weather and operational factors permit. The Contractor, by virtue of this Contract, shall share those objectives. The NCC may at any time and for any reason, at its sole discretion, with or without consulting the Contractor, open or close all or part(s) of the Rideau Canal Skateway.

5.1.5 Alterations Made to the Snow Clearing Limits

The snow clearing limits are what determine the size of the Skatetrack and the limits of the on-ice maintenance responsibilities of the Contractor. Though they have changed little over the past 20 years, the NCC nonetheless reserves the right to make alterations to the snow clearing limits at any time or times prior to the beginning of the Pre-Operational (7.4.1) phase of the Work. Any changes made shall be in effect from the date stipulated on the written notice(s) delivered to the Contractor. Once Pre-Operational Work has begun, no other changes will be contemplated or undertaken by the NCC for that season, unless such changes are required for safety reasons.

It is the responsibility of the Contractor to accurately fix the snow clearing limits that have been identified for that season. Once the limits are fixed by the Contractor during the Pre-Operational (7.4.1) phase of the Work, it is impossible and often dangerous to modify them.

The NCC shall use a cost establishment process (5.1.1, 5.1.2) to calculate the amount of any alterations made to the snow clearing limits. The snow clearing limits as illustrated in the GIS maps (Appendix 1) included in the Contract represent the following area:

➤ Skatetrack	173,400 m ²
➤ Winterlude zones	<u>50,000 m²</u>
Total	223,400 m ²

5.2 Contractor's Obligations

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

In addition, the Contractor agrees that it shall comply with each of the following conditions:

5.2.1 Public Safety

The Work undertaken by the Contractor to fulfil the obligations of this Contract is to be accomplished in a manner that does not compromise public safety.

5.2.2 Damage Caused by Contractor

The Contractor shall be responsible for any damage he/she causes to NCC property and assets. Any damage must be reported immediately to the NCC. Repairs and replacements required as a result of damage caused by the Contractor shall be completed within forty eight (48) hours of the occurrence unless otherwise approved in writing by the NCC. If not, the NCC shall conduct the repairs or replacements at the Contractor's expense. In cases where the damage may affect the safety of the public, the Contractor shall rectify the situation immediately.

5.2.3 Environmental Laws

In performing the Work identified in the Contract, or in complying with the requirements of any part of this Contract, the Contractor shall comply fully, at its own expense, with all requirements imposed by Environmental Laws, and with all requirements imposed by the various NCC environmental administrative policies and procedures (including any and all amendments or replacement policies) and the NCC Environmental Guidelines (see Appendix 2).

5.2.4 Sponsorship and Marketing

The NCC reserves the right to assign certain sponsors to the activities related to the Contract. No compensation will be given to the Contractor for such sponsorship. The Contractor shall not seek any sponsorship, marketing or communication agreement, in writing or otherwise, related to the Subject Matter without the prior written consent of the NCC. Furthermore, no agreement or partial agreement shall be signed before obtaining the written authorization of the NCC. All sponsorship, communication and marketing rights shall be retained solely by and with the NCC. No sponsorship or third party commercial visibility is to appear on any of the Contractor's assets, equipment or machinery.

5.2.5 Media Relations

The Contractor shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC. The Contractor shall not allow for interviews and/or media events not related to NCC matters to take place on the RCS within the boundaries of this Contract without prior approval from the NCC.

5.2.6 No Sale

No sales of products or services shall be made by the Contractor on or near the RCS except as authorized by the NCC.

5.2.7 Warranty

The Contractor warrants that he is competent to perform the Work required under this Contract in that he has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the Applicable Laws as well as the knowledge, skill and ability to perform the Work.

Any Work and/or service provided by the Contractor must be consistent with the established and generally accepted standards for supplies and services of the type covered by this Contract, in full compliance with the requirements and free from defect in material and workmanship.

5.2.8 Commitments Made in the Contractor's Proposal

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

5.2.9 Sub-Contracting

The Contractor shall advise the NCC of any part of the Work that it wishes to subcontract prior to contracting for such Work and shall allow the NCC to review the terms of reference for such contract. If the scope of Work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the NCC, the Contractor shall make any modifications that the NCC requires. Any subcontractor used by the Contractor for the purpose of providing services hereunder shall respect all requirements of this Contract.

5.2.10 Forbearance Not to Constitute Estoppel

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

5.2.11 Prohibition on Assignment

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

For the purposes of this Contract, an amalgamation or transfer by operation of law or otherwise shall be deemed to be an assignment to which the provisions of this section apply. The NCC reserves the right to terminate this Contract if, in its sole discretion, it does not wish to consent to the assignment, transfer, amalgamation or change in control that is being proposed by the Contractor. In such a case, the Contract shall be terminated in accordance with section 5.3.

5.2.11.1 Exceptions

Notwithstanding the provisions of clause 5.2.11, the Contractor may assign its interest in the amounts to be paid by the NCC to the Contractor hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Contractor being in good standing hereunder at the time of such assignment as security.

5.3 Termination

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

5.3.1 Deliveries on Termination

On termination:

1. The Contractor shall within fifteen (15) days thereof deliver a final accounting to the NCC;
2. The Contractor shall immediately surrender to the NCC all NCC Records and keys;
3. The Contractor shall immediately return to the NCC all portable and operational assets and Equipment owned by the NCC together with an inventory of same including any additions or replacements to such inventory.

5.3.2 Rights on Termination

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

5.3.3 Default Provisions

If the Contractor:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract that are to be kept, performed or observed by the Contractor and such failure continues for, or is not remedied within:
 - 1 hour verbal notice for public safety situations;
 - 24 hours written notice for all others.If the Contractor has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC only needs to notify the Contractor of the first incident before having recourse to the default and remedy provisions set out in this Contract.
- b) Suffers an Event of Insolvency;
- c) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract; or

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

- i) To remedy or attempt to remedy any default of the Contractor under the Contract for the account of the Contractor. The NCC shall not be liable to the

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Contractor for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such default and the Contractor shall pay to the NCC all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, together with all of the NCC's reasonable administrative expenses;

- ii) To recover from the Contractor all damages and expenses incurred by the NCC as a result of any breach by the Contractor;
- iii) To terminate the Contract without further notice to the Contractor;
- iv) To withhold, in whole or in part, any payments otherwise due to the Contractor hereunder until such default has been remedied;
- v) To set-off from any amounts owed to the Contractor an amount equal to the value of any obligations not performed or periodic obligations delayed by the Contractor;
- vi) As applicable, impose the monetary sanctions detailed below.

5.3.4 Monetary Penalties

Notwithstanding the requirement for notice set out in clause 5.3.3 and in addition to the remedies set out in that clause, the Contractor agrees that the events of default listed in section 10 will result in the automatic monetary penalties (plus applicable taxes) set out below which shall be paid by the Contractor immediately upon receipt of a written notice from the NCC detailing the event of default:

- a) first occurrence of the default of one or more items listed in section 10: penalty of \$500.00;
- b) irrespective of the item, the second occurrence of the default: penalty of \$1,000.00;
- c) irrespective of the item, the third occurrence of the default: penalty of \$1,500.00; and
- d) each additional occurrence of default (following the third): preceding penalty plus \$1,000 (for example, for a fourth case = \$2,500 (\$1,500 + \$1,000), fifth case = \$3,500 (\$2,500 + \$1,000), and so forth).

5.4 Notice

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

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deliveries on behalf of the addressee, and if transmitted by facsimile transmission or by electronic mail on the next Business Day following the date of transmission. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered or sent by fax or e-mail and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

- a) if to the NCC:

National Capital Commission, 40 Elgin Street, Ottawa, Ontario K1P 1C7

Attention: Senior Manager, Facilities and Programs, Capital Stewardship Branch

- b) if to the Contractor:

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

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

6 General Operational Standards

6.1 Contractor's Personnel

6.1.1 Requirements

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

The NCC manages and coordinates the efforts and the work of dozens of contractors and collaborators on the RCS. Though operational methods have changed and evolved since the first season of the RCS in 1971, one constant has remained; successful outcomes are achieved when the individual willingness to cooperate with others outweighs the collective difficulties that naturally occur when contractors with differing methods work towards a common goal.

6.1.2 Experience

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

- The Contract Supervisor and Team Leader experience requirements are contained in 7.1.
- Employees shall have appropriate experience and skills to perform the duties of the Contract. They shall have at least one (1) season of experience in winter maintenance. In all cases, previous experience working on ice covers is an asset.
- New workers shall be supervised at all times by experienced employees until they have completed at least one complete season on the RCS.
- All Employees must, when and where applicable, have appropriate safety training (see 6.1.3) and security clearances.

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

6.1.3 Training and Orientation

The Contractor shall provide at his/her own cost a minimum of one orientation session for each Year of the Term for all of his/her Employees to ensure that they are familiar with the Subject Matter, safety procedure, their performance obligations with respect to the Contract and the environment in which the Work is performed. The Contractor shall allow for one representative of the NCC to be an observer at the orientation session(s). The subject matter to be covered in the session(s) must include the following:

- Geographical limits of the Contract;
- Relevant NCC Traffic and Property Regulations, including ice access procedures;
- Workplace health and safety plan;

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- Proper use of PPE;
- Best practices used for working on ice covers in Ontario;
- Proper environmental practices including information on dealing with spills.

The NCC shall provide (host) one orientation session for each Year of the Term where the NCC's ice safety plan and ice rescue procedures are to be discussed and demonstrated. This session is mandatory and must be attended by the Contractor's staff.

6.1.4 Work Dress

All field Employees of the Contractor shall be dressed at the Contractor's expense in a neat presentable fashion and wear PPE when and where required. All employees shall wear clothing adapted to the environment and their area of activity.

6.1.5 Replacement of Employees

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

6.1.6 Art of Trade and Certification

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

6.1.7 Hours of Work

All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors.

6.2 Vehicles, Equipment and Communications

The Contractor shall supply at his cost the necessary vehicles, Equipment, tools, machinery and materials necessary to meet or exceed the operational requirements (the Work) described in the Contract. The vehicles and Equipment necessary for the execution of the Work are to be used exclusively for this purpose from the moment the Contractor begins Work every Year as per 7.4.1, until and including, the tenth (10th) day after the final closing of the RCS.

6.2.1 Vehicles and Equipment

The Contractor shall provide, operate and maintain all Equipment required to fulfill the obligations of this Contract. This includes any vehicles or trailers required for Equipment or Personnel transportation purposes. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, have no major exterior blemishes or structural anomalies, be exempt of

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rust and mechanical problems (leaks, fumes, etc.), and shall meet all provincial safety standards. The company name shall be prominently displayed on all vehicles (including personal vehicles used on Contract related business). The NCC may refuse access to any vehicle that, in its opinion, may pose a threat to the environment (leaks and fumes) or the safety of the public. The Contractor must not only maintain the general appearance of his fleet, he must ensure the Equipment listed in his proposal is maintained in a way that ensures its availability for use on the RCS during the periods specified in the Contract. Every Year for the Term of the Contract, from the moment the Contractor begins Work as per 7.4.1 until ten (10) days after the final day of skating on the RCS, the Equipment listed in the Contractor's proposal is to be used exclusively as part of the execution of the Work in this Contract.

When not in use for operations on the RCS, the Contractor's vehicles shall be parked only in designated areas (6.4.2). Use of off-road vehicles is permitted only to carry out the Contractor's contractual responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf for recreational purposes or any other purposes not required by this Contract.

To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in wasted fuel and the creation of greenhouse gases (refer to municipal by-laws). When replacing fleet vehicles, the NCC encourages the Contractor to select energy efficient and environmentally responsible equipment (small pick-ups, 4-stroke motors, alternate fuels, etc.). Except in cases of emergency, any repairs or maintenance is to be performed off the ice cover.

6.2.2 Communication and Communication Devices

The Contractor will supply cell phones, computers and walkie-talkies as necessary in order to communicate efficiently with his Personnel. The Contract Supervisor's cellular phone number shall remain the same for the entire Term and shall be given to the NCC CMO.

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.

6.2.3 Emergency Intervention Service

The Contractor shall provide a 24 hour/7 days a week emergency intervention service. The said emergency intervention service shall be in effect from December 15th to March 15th of every year of the Contract and shall be linked to a dedicated telephone line allowing him/her to respond to any and all emergency situations. The Contractor must return all calls received within ten (10) minutes (see 10.1). The telephone number for the emergency intervention service shall remain the same for the duration of the Term of this Contract and shall be given to the NCC Call Centre and to the NCC 24 hour emergency service centre. The Contractor shall be available at all times to answer all emergency telephone calls. This number must be a "direct to employee" service. Answering machines or voice mail systems do not constitute a direct response.

6.3 Safety

The Contractor shall take all necessary precautions and/or measures to provide a safe skating facility for the public and a safe work environment for Employees. All work undertaken by the Contractor to fulfil the obligations of this Contract is to be accomplished in a manner that does not compromise safety. The Contractor shall have in depth knowledge of best practices associated with the maintenance of outdoor ice as well as those developed for building and working safely on ice covers in Ontario. The Contractor agrees to remain abreast of changes and developments in the area of safety throughout the Term of the Contract and to adapt his safety plans accordingly, when and if necessary.

6.3.1 Ice Safety Plan(s)

The development and application of a detailed Ice Safety Plan and an Ice Rescue Plan by the Contractor is essential in order to mitigate (control or eliminate) risks/hazards and to meet his/her responsibilities under 25(2)(h) of the Occupational Health and Safety Act. During the Term, the Contractor shall periodically review the content of his/her ice safety plan and ice rescue plan.

6.4 Contractor's Facilities

Except as provided in 6.4, the Contractor shall not be allowed to park vehicles or store Equipment on NCC lands.

6.4.1 On site Facilities

The NCC will designate one or more areas on or near the RCS where the Contractor will be allowed to park and store Equipment, vehicles and support infrastructure. Such infrastructure may include, without necessarily being limited to; a heated trailer, storage lockers or containers, temporary shelters, etc. The NCC will allow the Contractor to connect to and use (at no cost) NCC owned electrical infrastructure at or near the area so designated. The size, location and configuration of this area may vary from year to year. See map # 10 (Appendix 1) for greater detail.

6.4.2 Onsite Parking and Equipment Storage

Except as provided above, or as granted in writing on a limited basis by the NCC CMO through the distribution of RCS vehicle access passes, the Contractor's personnel shall not be allowed to access or park on NCC lands, including the ice surface of the RCS. Following a request by the Contractor the NCC may, at its sole discretion, allow the Contractor to store or stage Equipment at one or more locations along the RCS. This/these location(s) would be in addition to the area(s) described in 6.4.1. In order for the NCC to grant these additional permissions, the Contractor must be able to show that doing so would improve the efficiency of the Work and/or would reduce the costs of the Work.

7 Operational Service Requirements

This section of the RFP will describe in greater detail the Work to be performed. Generally, the Operational Service Requirements will describe outcomes and results, not methods and

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techniques. Where in the NCC's opinion it is required or advantageous, additional operational standards and specifications are provided. Though the operational schedule is dictated by ice conditions and weather, the requirements described may include general timing and/or precise scheduling information, when this information is available or deemed helpful by the NCC. The Contractor shall work closely with the NCC in order to adapt to changing conditions while performing the Work and fulfilling the obligations of the Contract.

This section may also make reference to, or include information about, other operational tasks performed on the RCS by suppliers other than the Contractor. The Contractor selected is one of dozens of other suppliers and partners working on the RCS during any given year. The Work performed by the Contractor contains tasks that must be coordinated and orchestrated with hundreds of other tasks under the authority of the NCC. When a contractor performs a task in isolation with little or no consideration for the impact it may have on other suppliers and stakeholders, the operational continuity and stability of the RCS can be adversely affected. The Contractor's ability to work as part of a team is at least as important as the efficiency with which he performs the Work. As previously stated, successful outcomes are achieved when the individual willingness to cooperate with others outweighs the collective difficulties that naturally occur when contractors with differing methods work towards a common goal. In order to contribute to the creation of an operational environment that is adaptive and responsive, the Contractor shall not only contribute Equipment and Staff, the Contractor will also contribute knowledge and experience.

The operational environment of the RCS is a Complex Adaptive System. In a Complex Adaptive System, it is not possible to improve outcomes by decomposing the overall system performance (including its management) into component elements, and subsequently recomposing it while integrating designed operational standards for each element. For this reason (among others), the Work to be performed by the Contractor during the Operational (see definition) phase is largely based on hourly rates, and not the same per-task fee structure applied elsewhere in the Contract. This creates a situation where certain fixed fee tasks (7.6 and 7.2.4, for example) will need to be performed by Personnel and Equipment that may also be scheduled to perform hourly work scheduled by the NCC. See 7.5.1 for additional information concerning this known constraint, and the expectations of the NCC in terms of mitigating and avoiding any loss of value that may result.

7.1 Supervisory Personnel

7.1.1 Contract Supervisor

The Contract Supervisor is the Contractor's principal representative. Though he/she has some administrative duties related to the management of this Contract, the Contract Supervisor is intimately involved with the Work and day to day operations. Along with the Team Leader, he/she is expected to be aware and involved in the Work and the decision making that takes place on the RCS. The Contract Supervisor cannot be replaced without the written consent of the NCC.

The Contract Supervisor must meet or exceed the following minimum requirements;

- A minimum of five (5) years' experience managing snow removal and ice maintenance operations of similar size and scope;
- A minimum three (3) years' experience building and working on natural ice covers;
- Extensive experience successfully managing teams of twenty (20) or more individuals;
- Bilingualism is a mandatory requirement. The Contract Supervisor must communicate effectively and with ease in French and English. Though not necessary, writing skills are an asset;
- Extensive knowledge of the methods, Equipment and processes that are contained in the Contractor's proposal;
- Extensive knowledge and understanding of best practices used when working on natural ice covers;
- Knowledge of best practices associated with the maintenance of outdoor ice;
- Working knowledge of the factors that affect the load bearing capacity of ice.

The Contract Supervisor shall have the following personal skills and attributes;

- Experience working as part of a team, preferably in a multi-disciplinary environment;
- The ability to communicate effectively with the NCC CMO;
- A willingness to learn and an ability to grasp the fundamental elements of the work being performed by other contractors on the RCS. More specifically, how that work may interact with the Subject Matter;
- The ability to quickly assess changing conditions and their effect on the Subject Matter and the ability to adapt work plans in order to continuously deliver high value services to the NCC;
- The knowledge and experience necessary to make predictions (forecasts) concerning factors that may affect the Subject Matter. The confidence to share those forecasts with the NCC;

Specific (though not exhaustive) Responsibilities

Pre-Operational	Operational	Post-Operational
Between December 1 st and March 31 st of every Year of the Term, be available to meet in person with the NCC at times and locations that are to be determined by the NCC.	Between December 1 st and March 31 st of every Year of the Term, be available to meet in person with the NCC at times and locations that are to be determined by the NCC. Monitor and assess all factors affecting ice conditions and operational readiness on a daily basis. Report observations and make recommendations to the CMO on a daily basis.	Between December 1 st and March 31 st of every Year of the Contract, be available to meet in person with the NCC at times and locations that are to be determined by the NCC.

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7.1.2 Team Leader(s)

Any work call where there are more than two (2) workers called, the third (3rd) person on that work call shall be a Team Leader. Though the Team Leader(s) may have administrative duties related to the management of this Contract, the Team Leader(s) is/are always working member(s) of any work call. The Team Leader(s) is/are intimately involved with the running of operations during any work call. Always in close communication with the CMO, the Team Leader(s) is expected to be very aware and very involved in the Work and decision making that takes place on the RCS.

On occasions when only one (1) person is required during a regularly scheduled work period, and subject to other Operational scheduling requirements, the NCC reserves the right to request a Team Leader for that work call.

The Team Leader must meet or exceed the following minimum requirements;

- A minimum three (3) years' experience working snow removal and ice maintenance operations of similar size and scope;
- Minimum two (2) years' experience successfully managing teams of ten (10) or more individuals.
- A minimum two (2) years' experience building and working on natural ice covers;
- Must have a minimum of one (1) years' experience operating the Equipment supplied by the Contractor;
- In depth knowledge of the methods and processes that are used by the Contractor in order to fulfil his/her obligations under the Contract.
- Knowledge and understanding of best practices when working on natural ice covers, including the factors that affect the load bearing capacity of ice.

The Team Leader shall have the following personal skills and attributes;

- The ability to communicate effectively with the NCC CMO;
- A willingness to learn the fundamental elements of the work being performed by other contractors on the RCS. More specifically, how that work may interact with the Subject Matter;
- The ability to quickly assess changing conditions and their effect on the Subject Matter and the ability to adapt work plans in order to continuously deliver high value services to the NCC;

Specific (though not exhaustive) Responsibilities

Pre-Operational	Operational	Post-Operational
	<p>From the first (1st) day of the RCS season until ten (10) days following the official closing of the RCS, the Team Leader(s) must be available to perform the Work as necessary or as scheduled by the NCC.</p> <p>Monitor and assess all factors affecting ice conditions and operational readiness on a daily basis. Report observations and make recommendations to the Contract Supervisor on a daily basis.</p>	

7.2 Operational Support

7.2.1 Waste and Debris Removal from the Canal Bottom

The water levels in the Rideau Canal are brought to their lowest levels twice per year; once in the fall and once in the spring. While the exact dates may vary from year to year, the waste and debris removal from the Canal bottom must take place during the scheduled low water periods.

During the scheduled low water periods, the Contractor must access (on foot and/or by small boat) the Canal bottom in order to gather, remove and dispose of all debris found on the canal bottom, regardless of provenance or origin. The extent of the area to be cleaned is defined and limited only by the Contractor's ability to access the area safely by foot and/or by small boat. Despite yearly variances in the amount and type of waste and debris which is encountered, the Contractor can regularly expect to find the following:

Various waste, debris and detritus, which may include but not be limited to bicycles, construction barricades, traffic cones, road signs, etc. When heavier objects are found, they are usually within throwing distance (4m) of the Canal walls, or within 5m of the edge of a bridge. Lighter objects will sometimes be carried by the current and accumulate at the northern end of the Canal, near the Sappers Bridge.

Christmas tree stumps may remain on the bottom of the Canal, more specifically near the rest areas of the RCS. The NCC uses approximately one thousand five hundred (1,500) Christmas trees every season to help delineate rest areas during the skating season. Though some care is taken during removal operations at the end of the skating season, a small portion of the tree stump may remain frozen in the ice.

Articles of value found by the Contractor should be turned over to the Ottawa Police Service. It is the Contractor's responsibility to do so.

Fall	Spring
The fall cleaning is done over a five (5) day period during the week after Thanksgiving.	The spring cleaning can be done over a longer period of time, commencing after ice out and ending before the water is brought back to navigation levels after the last Monday in April.

7.2.2 Storm Water Diversion Systems

At the northern extremity of the RCS, between the Laurier Avenue Bridge and the Sappers Bridge, several storm water drains empty into the Canal. They are rarely active during the winter months, however they can become problematic during a winter rainfall or a short thaw that coincides with the skating season. To mitigate the negative effect storm water discharge might have on the ice surface during the skating season, the NCC has designed temporary storm water diversion systems that redirect water from those drains into a series of baffles and pipes under the ice surface.

A total of seven (7) storm water diversion systems are installed and removed by the Contractor on a yearly basis. The material necessary for the diversion systems is supplied by the NCC and is warehoused at its Woodroffe Avenue facility. The Contractor is responsible for the transportation, the installation and the removal of the material each year of the Contract. The Contractor is also responsible for the cleaning of one (1) of the drains. This procedure is more clearly illustrated and described in Appendix 3. The locations and the detailed specifications for each of the diversion systems are contained in Appendix 3. The materials supplied by the NCC are listed below.

Fall	Spring
Transport all components from NCC Warehouse, assemble and install seven (7) storm water diversion systems as per specifications provided.	Disassemble and remove seven (7) storm water diversion systems as per specifications provided. Transport all components to the NCC Warehouse.

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Clean Laurier drain as per specifications.	
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This list of materials is not exhaustive and may be modified by the NCC at any time during the life of the Contract. It is provided here only as an indication of the amount of material necessary to complete the installation of the storm water diversion systems (7.2.2) that form part of this Contract. All materials listed below are warehoused at the NCC's Woodroffe facility. The materials are usually picked up or returned by the Contractor over a two (2) to three (3) day period. The amount of trips necessary to move the material to and from the Woodroffe facility are dependent on the type(s) of vehicle(s) and trailer(s) used by the Contractor. Generally, four (4) to eight (8) trips are required.

- Four (4) skids (103 pieces) of cinder blocks
- Five (5) skids (150 pieces) of cinder blocks
- Two (2) skids (45 pieces) of cinder blocks
- Eleven (11) large black rib drain tiles
- Six (6) large and four (4) small drain elbows
- Two (2) wooden storm drains
- Twelve (12) large black rib drain tiles
- Four (4) black rib drain tiles, elbows, two (2) black caps and twenty five (25) tile connectors
- Seven (7) large green tile drains
- Seven (7) window wells

7.2.3 Access Control and Ice Condition Flags

The NCC communicates the status of the RCS to the public on its web site, through the media and also through a series of seven (7) flags that are positioned along the RCS. Vehicular access to the ice surface is strictly controlled by the NCC, in part through the distribution of access passes. During the three (3) Winterlude weekends additional access control is necessary.

7.2.3.1 Ice Condition Flags
<p>During the Operational phase only, the Contractor shall operate (green = open, red = closed) the ice condition flags at seven (7) locations along the RCS indicated on the maps provided with this RFP. The Contractor shall execute this task when so scheduled and instructed by the NCC. The materials required for these tasks will be supplied by the NCC.</p> <p>For operational reasons or for reasons of public safety, the RCS (or sections of the RCS) may be temporarily closed and reopened during the skating season. The determination to open (make Operational) or close all or part of the RCS is/are decisions to be taken solely by the NCC.</p> <p>When so instructed by the NCC, the Contractor implements the opening and/or closing procedures as indicated below.</p>

Statement of Work

Pre-Operational	Operational	Post-Operational
N/A. The red (closed) flags are installed by another contractor.	Raise and/or lower flags as/when so directed by the NCC.	N/A. The red (closed) flags are removed by another contractor.

7.2.3.2 Temporary Closing and Reopening of Access Points		
<p>For operational reasons or for reasons of public safety, the RCS (or sections of the RCS) may be temporarily closed and reopened during the skating season. The determination to open (make Operational) or close all or part of the RCS is/are decisions to be taken solely by the NCC.</p> <p>When so instructed by the NCC, the Contractor implements the opening and/or closing procedures as indicated below.</p>		
Pre-Operational	Operational	Post-Operational
Not applicable	<p>Raise the green ice condition flag(s) at the affected location(s) as per 7.2.3.1.</p> <p>Unlock and open all affected access points.</p>	See 7.2.3.3
	<p>Raise the red ice condition flag(s) at the affected location(s).</p> <p>Close and lock all affected access points.</p>	

7.2.3.3 Final Closure – End of Season		
<p>The determination to end the skating season is a decision taken solely by the NCC. When so instructed by the NCC, the Contractor implements the final closing procedures as indicated below.</p>		
Pre-Operational	Operational	Post-Operational
Not applicable	Not applicable	<p>Raise the red ice condition flags at all locations for the last time.</p> <p>Close and lock all access points and ensure proper signage is in place.</p> <p>For a period of ten (10) days following the official NCC announcement of the final closing of the RCS season, the Contractor is required to conduct daily site visits in order to ensure access points and barricades are secure and that the closure remains in effect.</p>

Statement of Work

7.2.3.4 Vehicular Access Points		
<p>There are three (3) vehicular access points on the RCS; at Dows Lake, Fifth Avenue and at Concorde (see GIS maps). As requested and scheduled by the NCC, the Contractor will supply two (2) individuals to monitor and enforce access rules at the Fifth Avenue and Dows Lake ramps during the Winterlude weekends.</p> <p>The daily scheduled shifts will be of an eight (8) or nine (9) hour duration, beginning at 0700 and ending at approximately 1600. It is the Contractor's responsibility to ensure a constant presence at those two (2) locations during the scheduled shifts, including during any Employee breaks. Scheduled Staff must be replaced during their breaks.</p> <p>The NCC will supply and install one (1) heated, windowed enclosure at each of the two (2) locations for use by the Contractor's Personnel. The NCC will supply walkie-talkies to the Contractor to allow his/her personnel to communicate with the NCC during their scheduled shifts. The NCC reserves the right to modify, increase or reduce the scheduled requirements in order to meet the Operational needs of the RCS. The NCC will do so only after consulting the Contractor.</p>		
Pre-Operational	Operational	Post-Operational
N/A.	As scheduled by the NCC, the Contractor shall supply one (1) individual at Fifth Avenue and one (1) individual at Dows Lake to monitor and control vehicular access during the Winterlude weekends.	N/A.

7.2.4 Snow and Ice Control of Access Points and Off-ice Areas		
<p>The Contractor shall deploy the Personnel and Equipment necessary to ensure snow and ice control of the access points and off-ice areas clearly indicated on the maps provided. Access points are designated on the maps as <i>Single stairs, double stairs, secondary stairs and Universal Access Ramps</i>. Off-ice areas are identified as <i>Off-ice SNIC</i>.</p> <p>The Contractor shall be responsible for removing, hand clearing, sweeping, blowing, plowing, piling, scarifying, melting (salting and sanding), breaking, all snow and ice that accumulate at the locations identified. The Contractor shall provide all snow and ice equipment (vehicles, machinery, shovels, etc.) and all supplies (grit, salt, sand, de-icing material, etc.) required to deliver all Snow and Ice Control services as described in this section.</p>		
Pre-Operational	Operational	Post-Operational
As required, or as dictated by conditions.	As required, or as dictated by conditions.	As required, or as dictated by conditions, up to and including ten (10) days after the official closing date of the RCS.
<p>Remove by 7:00 am and continuously thereafter any snow and ice that accumulates on the full width of any surface (no encroachment on any surfaces shall be permitted, all parking spaces to remain clear at all times, etc.). The maximum allowable accumulation, at any given time, from beginning to end of storm, is 3 cm.</p> <p>Apply abrasive material during slippery conditions and continuously thereafter until surfaces are clear (and remain clear) of any snow and ice. Salt and grit are used at most locations with the exception of entrances and stairs that lead to the ice surface of the RCS.</p> <p>Remove drifting snow a minimum of twice daily (before 7 am and before 4 pm). At all times, accumulation cannot exceed 3 cm. Remove windrows immediately. Remove snow banks (including those from third parties – e.g. City of Ottawa and other Contractors). Remove immediately any snow bank that forms in front of a pedestrian access to a building, roadway access point, roadway intersection, parking lot entrance, bus shelter, drop-off zone, taxi stop, municipal or other walkway.</p>		

Statement of Work

Stockpile snow only in designated areas as determined by the NCC.

Traffic/regulatory and any other sign to be visible at all times (e.g. obstructing snow banks and/or snow and ice adhering to signs to be removed).

No blowing, plowing, storing or shovelling snow against or onto trees, shrubs, fences, buildings or other amenities.

Remove immediately snow and ice banks that encroach on the travelled portion of the roadway or that might hinder the visibility of traffic at intersections.

When removing snow banks from turf areas, leave a protective layer of 15 cm of snow to cover the grass.

Remove all snow/ice that has been illegally dumped or blown onto the zones identified in the Contract.

7.2.5 Snow Clearing During the Post-Operational Period

In the days following the official closing of the RCS (7.2.3.3), the NCC, the Contractor and other stakeholders busy themselves with the removal of assets from the surface of the ice cover. During a period of ten (10) days following the official closing date of the RCS, the Contractor shall deploy the Personnel and Equipment necessary to maintain snow clearing and snow removal operations at locations where work is taking place, or where work may be reasonably expected to take place.

The areas of particular interest are those separating rest areas and the nearest vehicular access ramps (consult the maps provided). The Contractor shall be responsible for removing, hand clearing, sweeping, blowing, plowing, piling, all snow that accumulates at the locations identified. The Contractor shall provide all snow and ice equipment (vehicles, machinery, shovels, etc.) to perform the Work described in this section.

Pre-Operational	Operational	Post-Operational
N/A	N/A	<p>As required, or as dictated by conditions.</p> <p>The areas of particular interest are those separating rest areas and the nearest vehicular access ramps (consult the maps provided).</p> <p>At no time shall the Post-Operational phase extend beyond ten (10) days following the official closing of the RCS.</p>

Remove by 8:00 am and continuously thereafter, snow that accumulates in areas identified by the NCC in consultation with the Contractor. The maximum allowable accumulation at any given time, from beginning to end of storm, is **3 cm**.

Stockpile snow only in designated areas as determined by the NCC.

7.3 Monitoring and Reporting

Accurate ice profiling and record keeping are essential elements of the Rideau Canal Skateway operational plan. The Contractor must measure and keep a record of ice thickness observations during the Pre-Operational and Post-Operational phases of the RCS. The Contractor is also required to offer his/her interpretation of any data collected (by the Contractor or by the NCC) and express opinions and/or make recommendations to the NCC based on his/her experience in similar situations.

Statement of Work

7.3.1 Ice Profiling			
<p>The operational reason for monitoring and reporting ice thickness is to confirm operational load limits over time and to allow those limits to safely increase with ice growth. This allows Work to proceed on the ice cover while ensuring the safety of the public, the safety of contractors, stakeholders and NCC staff who work on the Rideau Canal Skateway. It is understood that safety overrides all other considerations. Though the Contractor is solely responsible for monitoring and reporting ice thickness during the Pre-Operational and Post-Operational phase, the NCC shall retain decision making authority and as such, shall have the final determination as to the load bearing capacity of the ice. In the rare case where a difference of opinion may arise, the NCC's authority shall prevail.</p>			
7.3.1.1	Pre-Operational	Operational	7.3.1.2 Post-Operational
<p>The Contractor will decide when to begin Pre-Operational ice thickness monitoring. The decision to begin shall not be unreasonably delayed by the Contractor. The Contractor must advise the NCC CMO in writing prior to beginning the Pre-Operational monitoring. The NCC will respond in writing, giving its permission for the Contractor to begin Pre-Operational ice monitoring. The NCC may not unreasonably withhold this permission.</p> <p>Based on his/her monitoring and reporting of Pre-Operational ice conditions, the Contractor will decide when and where to begin ice preparation (7.4.1) on the ice cover. That decision shall not be unreasonably delayed by the Contractor. The Contractor will advise the NCC in writing that he/she intends to begin Work on the ice cover. The NCC will respond in writing, giving its permission to the Contractor to begin Work on the ice cover. The NCC may not unreasonably withhold this permission.</p> <p>While ice preparation (7.4.1) is underway, the Contractor shall continue to monitor, record and report ice data to the NCC.</p>		<p>Once a section of the RCS has been declared Operational (opened to the public), ice thickness monitoring and reporting within that/those section(s) shall be the responsibility of the NCC.</p> <p>When invited to do so by the NCC, the Contractor will interpret data collected and offer opinions and/or make recommendations based on his/her knowledge and experience.</p>	
		<p>During the Post-Operational phase, the Contractor shall continue to monitor, record and report ice data to the NCC.</p> <p>In the days following the official closing of the RCS (7.2.3.3), the NCC, the Contractor and other stakeholders busy themselves with the removal of assets from the surface of the ice cover. During a period of ten (10) days following the official closing date of the RCS, the Contractor shall monitor and record ice thickness at locations where work is taking place, or where work may be reasonably expected to take place. The areas of particular interest are those separating rest areas and the nearest vehicular access ramps (consult the maps provided). At no time shall the Post-Operational phase extend beyond ten (10) days following the official closing of the RCS.</p>	

7.4 Pre-Operational Ice Maintenance and Snow Management

As temperatures drop in December, a thin sheet of ice will form on the Canal. Once the first ice cover has formed and stabilized, further growth takes place below the waterline. Snow accumulating on the surface of the newly formed ice layer will slow ice formation (thickening)

by inhibiting the rate at which energy is transferred from the bottom surface of the ice layer to the air above.

7.4.1 Pre-Operational Ice Preparation

The object of Pre-Operational ice preparation is to encourage and/or create ice growth through natural and artificial means. Under average seasonal conditions, the Pre-Operational ice preparation period should not exceed ten (10) days. Once the Contractor has determined that the ice is thick enough to allow his Personnel and Equipment to begin the Work, the following Operational tasks can be executed in isolation, in sequence or in combination.

The extent of the initial snow clearing and/or ice thickening and/or intense flooding is critical. Its outside edges will essentially define the edges of the skate track for the entire season. It is rarely feasible to alter or extend the snow clearing limits of the skate track once they have been determined by the Pre-Operational ice preparation tasks. It is essential that the extent of the ice preparation operations match the snow clearing limits indicated on the GIS maps that form part of this RFP, or as they may be altered by the NCC during the Term of the Contract (see 5.1.5).

During the ice preparation phase, the Contractor shall direct and execute the Work necessary in order to expedite the opening of the RCS. Any delays in doing so will be subject to the default and penalties provisions of this Contract.

During the latter portion of the Pre-Operational ice preparation phase (subject to ice thickness), other authorized contractors and stakeholders will begin transporting and installing material and small assets on the ice cover. As small assets are put in place, the Contractor must adapt his Work in and around those assets. See section 7.5 for additional information.

7.4.1.1 Extent of the Skatetrack and Geographical Limits of the Maintenance Requirements

With the exception of the NCC Woodroffe warehouse facility, the Work required by the Contract is contained within the geographical limits of the maps provided. The extent of the snow removal and ice maintenance limits (the Skatetrack) are also indicated on the maps provided with this RFP. The surface area of the snow clearing limits represented on the maps is 173,400 m² (excluding Winterlude zones, see 7.6.1). Though small variations can be anticipated every year, the NCC will conduct field observations and measurements in order to complete value for money calculations based on the surface area previously mentioned.

Any alterations to the extents of the snow clearing limits will be done as per 5.1.

7.4.1.2 Initial Snow Clearing

An initial snow clearing operation may be recommended at the beginning of the Pre-Operational phase. As previously stated, snow accumulating on the newly formed ice surface will act as an insulating blanket and slow the natural ice formation process. Snow removal during this phase is usually done on foot with small all-terrain vehicles and lighter snow removal equipment.

7.4.1.3 Ice Thickening

Ice thickening is an ice building technique that consists of pumping larger than usual volumes of water onto the surface of bare ice when air temperatures are low enough. Once completely frozen and inspected, ice constructed in this way can be considered as having similar strength to clear ice (naturally formed ice). The uniformity and quality of the ice produced depends largely on the experience and the best practices used by the Contractor during the operation. Regardless of whether it is the result of ice thickening or intense flooding (7.4.1.4), if ice is constructed using sound construction practices, once completely frozen and inspected by the NCC, it can be considered as having similar strength to naturally formed ice. The operation requires augers, support vehicles and purpose built ice flooding pumps and related equipment.

7.4.1.4 Intense Flooding

Intense flooding is an operational task that consists of pumping large volumes of water on the snow covered surface of the ice. If air temperatures are low enough, the resulting slurry (slushy mixture of water and snow) will freeze rapidly and add thickness to the ice in a relatively short period of time. It should be noted that ice made in this way usually has a high air content and is not always attributed the same load bearing capacity as clear ice. It is also sometimes called white ice or snow ice and is normally considered to be only half as strong. The uniformity and quality of the ice produced depends largely on the experience and the best practices used by the Contractor. The operation requires augers, support vehicles and purpose built ice flooding pumps and related equipment.



7.4.1.5 On-ice Snow Removal during the Pre-Operational phase

In sections of the RCS where Pre-Operational ice preparation has begun, it shall be the Contractor's responsibility to conduct snow removal operations as required. On those sections of the RCS where Pre-Operational ice preparation (7.4.1) has begun, snow removal must be ongoing as ice conditions and weather permit.

7.5 Operational Ice Maintenance and Snow Management

During the Operational phase, the NCC will develop, implement and continuously adjust ice maintenance, snow clearing and removal plans with the Contractor. As soon as Pre-Operational ice preparation (7.4.1) has been completed in a section or area and the necessary ice thickness has been observed and recorded by the Contractor, the NCC will evaluate the ice thickness and ice surface quality in order to make the official determination to open that section to the public. Once a section has been opened, it is designated as being Operational' and now subject to the ice maintenance and snow removal practices described in section 7.5 and/or as directed by the NCC. The Contractor supplies the Personnel and the Equipment necessary for the execution of these tasks.

7.5.1 Scheduling Operational Resources

Once a section of the RCS is opened and declared Operational, snow removal and ice maintenance in that section will be performed by Personnel supplied by the Contractor, operating Equipment supplied by the Contractor, according to a daily schedule proposed by the Contractor and approved by the NCC.

The Contractor agrees to supply competent Personnel as per the competency requirements contained in 6.1 and elsewhere in this Contract. The Contractor agrees to cooperate to the fullest extent with the NCC in supplying the required number of Personnel at all times. The NCC agrees to consult the Contractor before issuing its Operational demands.

The Contractor shall supply Employees who are not assigned to other Work, this to avoid temporarily reassigning Employees which would result in savings for the Contractor and loss for the NCC. The Contract Supervisor (7.1.1) is excluded from this requirement. Should the Contractor find it necessary to perform Work using the same Employees at any time, without first obtaining written NCC approval, he/she will be deemed to have negatively affected the accomplishment of one or more of his obligations and the NCC may apply the defaults and penalties provisions (5.3.3) of the Contract.

It is the intention of both parties to collaborate closely in order to meet the operational needs of the RCS. To that end and on a daily basis:

- The Contractor will propose Operational objectives and estimated labour requirements in writing to the NCC;
- The NCC will consult the Contractor and also consider the totality of the operational requirements of the RCS;
- The NCC will confirm the final operational objectives and the Personnel requirements in the form of an official schedule which will be issued and distributed on a daily basis no later than 1700. The daily schedule issued at that time will cover the period from 2300 that same day to 2300 the next day.

Notwithstanding the aforementioned, the NCC shall retain the right to alter, cancel, reduce or increase its request(s) at any time and for any reason.

7.5.2 Snow Clearing and Snow Removal

Over the years, the NCC has accumulated a significant amount of practical knowledge and experience. This knowledge and experience will be shared with the Successful Proponent before and during the first season the Contract. The unpredictability of certain factors (weather, for example) can have both positive and negative effects on the efficiency and quality of snow clearing and removal operations. The Contractor is expected to be able to substantially influence outcomes by having control over the following important contributing factors;

- a) The Contractors' experience working on natural ice covers;
- b) The quality and experience of the Contractors' Staff;
- c) The quality and quantity of the Contractors' Equipment.

7.5.3 Snow Clearing and Ice Maintenance In and Around Assets

There are benches, garbage cans, fire pits, directional and promotional signage and other small assets placed in rest areas and at the bottom of the stairs on the RCS. Some may need to be moved (repositioned) to facilitate snow removal and ice maintenance operations by the Contractor. Returning the assets to their location is in some cases the responsibility of another contractor. The Contractor is not permitted to move the assets by mechanical means; they must be moved by hand.

In some cases the assets are fixed and cannot be moved. In those cases (where large Equipment cannot safely get close enough) it may be necessary to use smaller, more manoeuvrable sweeping, blowing Equipment in order to be able to properly service the ice in and around assets.

7.5.4 Snow Clearing and Ice Maintenance In and Around Concessions

Working in and around concessions where large Equipment cannot safely reach will at times require the use of smaller, more manoeuvrable sweeping, blowing Equipment in order to be able to properly service the ice directly in front of the service counters.

7.5.5 Snow Clearing and Ice Maintenance in and Around Chalets and Trailers

Where infrastructure and assets are in contact with the ice, it may be necessary to regularly perform Work that involves the use of smaller, more manoeuvrable sweeping and blowing Equipment, which may include the use of shovels and brooms. Such infrastructure and/or assets may include;

- UA ramps giving access to Chalets;
- The area in front of Chalets doors;
- Chalets porticos;
- Areas around the Chalets where access to electrical or sanitary equipment is necessary.

7.5.6 Sweeping

Sweeping is the removal of snow, ice shavings and debris from the ice surface using mechanical means. There are three (3) distinct Operational sweeping procedures which are described below.

- i. **Sweeping prior to flooding:** The ice surface must be free of snow prior to flooding. Even small amounts of snow on the ice surface can adversely affect the quality of the ice that forms after flooding and the extent to which that layer will bond with the existing surface.
- ii. **Midday sweep:** The midday sweep is performed on weekends only. The operation is executed using multiple sweepers mounted on vehicles that may or may not also be equipped with plows (see example pictured in section 8). The operational objective is to remove snow, ice shavings and debris from the skate track to ensure the maintenance of the ice surface on days where high usage would otherwise cause the skating surface to deteriorate to an unacceptable level. It is important that this operation be planned and executed in a way that eliminates or mitigates the dangers that might reasonably be associated with the operation of heavy machinery on the Skateway while it is in use by skaters.
- iii. **Sweeping instead of, or in addition to, plowing:** It may sometimes be more efficient or operationally advantageous to sweep smaller snow accumulations in addition to, or instead of, plowing.
- iv. **Sweeping in and around assets:** Where infrastructure and assets are in contact with the ice, it may be necessary to sweep using smaller, more manoeuvrable Equipment. This may include the use of shovels and brooms.

7.5.7 Flooding

Flooding is the application of water to a section or area of ice that has been swept (7.5.6) and is free of snow and debris. Regular flooding operations during the skating season are intended to repair surface imperfections and help maintain an exceptional ice skating surface. Weather permitting, the RCS is flooded every night, in whole or in part. The operation requires augers, support vehicles, hoses, specialized nozzles, pumps and related equipment. There are two (2) types of flooding. The distinction made between them in this clause is not an operational one, it is one of scheduling.

- i. **Day time flooding:** Flooding operations can take place day or night in any section of the RCS that has not yet been opened to the public (Pre-Operational), or that was previously opened but is now temporarily closed.
- ii. **Night time flooding:** Flooding operations must take place at night between 23:00 and 06:30 in any section of the RCS that is officially opened to the public (as per 7.5). It is understood that the Contractor must have allowed sufficient time for the water to freeze and that by 06:30 all areas affected by the operation will be completely frozen and ready to welcome skaters.

Flooding achieves three important Operational objectives. During the Pre-Operational period (7.4.1), flooding is used to 1) build ice thickness and quickly create the base layers necessary to begin the Operational phase. Flooding in the Operational phase is 2) intended to rejuvenate and maintain the quality of the skating surface while 3) continuing to build ice thickness in order to maximize the length of the skating season by increasing the ice cover's ability to withstand a temporary rise in temperature.

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The volume of water and the flooding pattern used in relationship to the ambient air temperature are key elements to efficient and effective flooding operations. As with previous tasks described herein, the quality of the ice created is largely a function of the experience of the Contractor and his Staff.

- During the Operational phase and subject to temperature and weather variables, the NCC expects to complete flooding Work over a minimum of four (4) kilometres of skate track between the hours of 2300 and 0630.
- The Equipment (pumps, hoses, nozzles, etc.) used should allow the Contractor to control and adjust the flow of water used in order to allow the application of a light finishing coat or a more substantial flood.
- The flooding pattern should allow the Contractor to apply water to the surface with a minimum of overlapping.
- Care must be taken to avoid Personnel or support vehicles walking or rolling on freshly watered surfaces.
- The Contractor must be able to recognize and avoid the conditions that create Shell ice.
- The Contractor must be able to recognize and avoid the conditions that create Ice boils.
- The Contractor must adjust flooding operations to avoid the application of water while it is snowing, or if there is a layer of snow on the ice. In such a case, the use of sweepers may be necessary, or the Contractor may need to halt or interrupt flooding operations in order to perform one or more of the other many tasks required during the Operational phase of the Skateway; snow removal, for example.

7.5.8 Flood Holes in the Ice

Flood holes are necessary to pump water from the Canal below the ice surface. The Contractor is expected to drill the smallest holes necessary for his pumps, not to exceed a maximum diameter of eight (8) inches. Hole edges must be clearly and regularly marked using water-soluble fluorescent, orange paint.

7.5.9 Snow Removal and Managing Snow Banks

As the skating season progresses, snow cleared from the Skatetrack form snowbanks that can exert considerable pressure (weight) on the ice cover. The thicker ice in the cleared portion of the Skatetrack will rise because it is more buoyant while the



thinner ice under the snowbanks depresses the ice cover because of the weight of the snow. This can lead to longitudinal cracks in the ice caused by the upward bending ice in the cleared lane. It can also lead to cracks on the ice bottom of the downward bending ice underneath the snowbanks. The cracks on the Skatetrack can be managed through repairs. However, the cracks underneath the snowbanks can be hazardous if they extend upwards to the surface and can become critical if freeboard is lost and water accumulates on top of the ice surface.



It will be necessary to remove snowbanks from certain areas on a regular basis. This Work is usually done using walk-behind or tractor mounted snow blowers and plows.

7.5.10 Specialized Ice Maintenance Requirements

On occasion, the NCC may create smaller areas where a particular quality of ice is required. Such areas may be used for curling, hockey or figure skating for example. The NCC shall have no obligation to use the Contractor's services for these areas and may, at its sole discretion, hire other ice maintenance specialists to care for these areas. The Contractor is expected to work collaboratively with other ice maintenance specialists, if the NCC so directs the Contractor.

7.5.11 Post-Operational Snow Clearing

For a period of ten (10) days following the official NCC announcement of the closing of the RCS season, the Contractor is required to provide snow clearing operations as required (7.2.5) to ensure other contractors can safely and efficiently remove assets and equipment from the ice surface. Generally, this means clearing and maintaining limited areas that are paths to and from vehicular access ramps located at Concorde, Fifth Avenue and Dows Lake.

Once the NCC has officially declared the end of the RCS season, it shall be the Contractor's responsibility to conduct these snow removal operations as required. In those areas of the RCS (briefly described above) where Post-Operational activities are under way, snow removal must be on-going as ice conditions and weather permit and/or dictate.

The Contractor is also expected to monitor and record ice thickness in those areas as per **Error! Reference source not found..**

7.6 Event Support

7.6.1 Winterlude

The RCS is the site for a number of Winterlude activities every year. These take place over the course of three (3) weekends including Family Day Monday. The Winterlude sites are 1) at the northern extremity of the Skateway (NAC), 2) across from the Fifth Avenue rest area and 3) a series of zones on Dows Lake. Please consult Appendix 1 (GIS maps) to view the configuration and positioning of each zone. The combined total surface area of the zones represented on the maps is 50,000 m².

During the Pre-Operational phase, the preparation and care of these zones is identical in nature to the Work performed on the Skateway and described elsewhere in this Contract. However, during the Operational phase a particular attention may be required, more specifically in the days leading to the opening weekend of Winterlude.

- During the Pre-Operational phase, the Work necessary to fulfil the obligations described in this clause can be combined with other fixed-fee tasks.
- The installation of infrastructure (trailers, barricades, signage structures, tent floors, generators, cabling, etc.) necessary to support Winterlude activities in the zones identified will generally begin on or about five (5) Business days before the first Friday of Winterlude.

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- As with other ice maintenance and snow removal activities, it may be necessary for the Contractor to move and reposition some elements (i.e. benches, garbage cans) before and after his maintenance activities in the Winterlude zones.
- During the Operational phase, the Work necessary to fulfil the obligations described in this clause cannot be combined with other tasks being performed. The Contractor is expected to segregate the Winterlude tasks in a way that ensures Work performed does not adversely affect the daily objectives set by the NCC during the Operational phase. The Contractor will ensure that he uses Employees who are not assigned to Work scheduled by the NCC during the same period, this to avoid temporarily reassigning employees in a way that results in savings for the Contractor and loss for the NCC. See also 7.5.1 for procedures and exceptions.
- Once Winterlude ends, maintenance of those areas is no longer required with the exception of the Post-Operational requirements described in 7.5.11.

8 Pictures and Illustrations

Unless otherwise indicated, pictures provided as part of this RFP are intended for illustration purposes only and are not to be considered prescriptive or contract-binding.



9 Items That May be Modified

Subject to the conditions described in 5.1 and elsewhere in the Contract, the NCC reserves the right to make alterations (deletions, reallocations or reductions) to the quantities listed in the sections below, 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 24 hours after the deemed delivery date of the written notice.

5.1.5 Alterations Made to the Snow Clearing Limits

7.2.2 Storm Water Diversion Systems

7.2.4 Snow and Ice Control of Access Points and Off-ice Areas

7.6 Event Support

10 Penalties

If the Contractor:

10.1 Defaults Relating to Emergency Intervention

Takes more than ten (10) minutes to answer a call placed to the emergency intervention number supplied by the Contractor (6.2.3);

10.2 Defaults Relating to the Protection of the Environment

Fails to take immediate corrective measures for the spill of a toxic substance in the environment and/or when the NCC has not been informed of a spill within two hours of its occurrence;

10.3 Defaults Relating to the Extents of the Snow Clearing Limits

Intentionally modifies the snow clearing limits without the prior written consent of the NCC or, unintentionally modifies the snow clearing limits resulting in a loss for the NCC of a significant amount of the designated surface area of the Skatetrack as identified in the Contract, or as amended in writing by the parties;

10.4 Defaults in Collecting and Maintaining Data and Reports

- i) Fails to maintain the information, data and records referred to in 7.3.1;
- ii) Fails to collect and record data in a way that is sufficient to permit a determination of any type whatsoever;

then, in addition to any other rights the NCC may have, the NCC may, at the NCC's option and without notice, apply the provisions of 5.3.4.

11 RCS Seasonal Historical Data

	Official Opening	Official Closing	Length of season	Days of skating
2006	Saturday, January 07, 2006	Friday, March 10, 2006	63	39
2007	Friday, January 26, 2007	Monday, March 12, 2007	45	45
2008	Friday, January 25, 2008	Wednesday, March 05, 2008	41	34
2009	Thursday, January 01, 2009	Thursday, March 05, 2009	64	58
2010	Thursday, January 14, 2010	Friday, February 26, 2010	44	36
2011	Saturday, January 08, 2011	Saturday, March 05, 2011	56	53
2012	Saturday, January 14, 2012	Tuesday, February 21, 2012	40	26
2013	Friday, January 18, 2013	Thursday, February 28, 2013	42	38
2014	Tuesday, December 31, 2013	Tuesday, March 11, 2014	71	58
2015	Saturday, January 10, 2015	Monday, March 09, 2015	59	59
2016	Saturday, January 23, 2016	Thursday, February 25, 2016	34	18

12 General Instructions to Proponent

12.1 Evaluation Criteria

This section provides information required to prepare a Detailed Proposal. It describes the rated requirements and its evaluation criteria. Proponents must fully address each rated requirement. The omission of any information requested as part of this proposal call shall result in the deduction of evaluation/scoring points.

12.1.1 Covering Letter

Bidders shall include a covering letter as a means of introducing the company and/or the Proposal itself.

12.1.2 Company Profile, Experience and References

Bidders must clearly demonstrate their ability to deliver the full range of services stipulated in the RFP. Proponents shall provide the following information:

Company Profile (two pages or less)

- ✓ Name and describe the legal entity with which the NCC will be dealing;
- ✓ Provide the address of the head office;
- ✓ Indicate the number of years in business;
- ✓ List and describe the types of services provided by the Proponent.

Experience (three pages or less)

- ✓ List and describe three (3) previous contracts carried out by your company. Said contracts must demonstrate the experience and expertise needed to provide the services requested in this RFP;
- ✓ Give the monetary value of each contract and the year in which it began and ended.

References (one page or less)

- ✓ Provide three (3) references. The references provided must be associated with the contracts listed in the previous section (Experience);
- ✓ Indicate the name, telephone number and e-mail address of the reference, the address of the corporation he/she represents.
- ✓ Do not include letters of reference.
- ✓ Only one reference per contract.

Contract Supervisor (two pages or less)

- ✓ Consult 7.1.1.
- ✓ List all diplomas and certifications.

Team Leader(s) (two or three pages maximum)

Statement of Work

- ✓ Consult 7.1.2 .
- ✓ List all diplomas and certifications.

12.1.3 Safety Plans

The Contractor must clearly demonstrate an in-depth knowledge of the best practices necessary to ensure safety while working on the RCS. The NCC will evaluate the ice safety plan and ice rescue plan based on the best practices currently in use.

The Detailed proposal must contain;

- ✓ one (1) Ice Safety Plan,
- ✓ one (1) Ice Rescue Plan
- ✓ one (1) detailed list of PPE, safety and rescue equipment available to Contractor's Personnel.

12.1.4 Equipment

Proponents must provide a list of all the Equipment (light and heavy) that are the property of the Proponent and that will be used to execute the Work described. Proponents must make a distinction between Equipment owned, and Equipment the Contractor plans to acquire if given the Contract. The list should be exhaustive and descriptive, including (but not necessarily limited to) vehicles, trailers, sweepers, snow blowers, augers, pumps, hoses, etc. Providing pictures of the Equipment can be helpful.

Proponents must describe the Preventive, Predictive and Reactive Maintenance procedures and personnel that will be deployed during the Term. Proponents must describe how and why the Equipment listed will satisfy the operational requirements of the RCS; what characteristics or features make this Equipment particularly well adapted to the Work environment on the RCS.

13 Scoring and Technical Evaluation

The following is to be used by the Proponent as a framework for the preparation of his/her Detailed Proposal.

Covering Letter

Experience, personnel and references

Company profile	5 points (rated requirement)
Company experience	30 points (rated requirement)
References	Mandatory requirement
Contract Supervisor	40 points (rated requirement)
Team Leader(s)	20 points(rated requirement)

Total

Maximum: 95points

Safety & Equipment

Ice safety plan	10 points (rated requirement)
Ice rescue plan	10 points(rated requirement)
PPE	10 points (rated requirement)
List of equipment	40 points(rated requirement)
Preventive maintenance	10 points(rated requirement)
Predictive maintenance	15 points (rated requirement)
Reactive maintenance	40 points (rated requirement)
Equipment suitability	20 points(rated requirement)

Total

Maximum: 155 points

Maximum possible points **250 points**

Proposals obtaining a total minimum score of 200 points out of a possible 250 points (80%), will be considered technically admissible. Fee proposals must be submitted in a separate sealed envelope and will be opened only if the Proponents Detailed Proposal has been deemed technically admissible.

Statement of Work

The evaluation committee will score the detailed proposals based on the following rating system:

90% to 100% of points	Fully understands the operational requirements and has the capacity to meet the objectives. Has the potential to exceed expectations through innovation.
80% to 89% of points	Fully understands the operational requirements and has the capacity to meet the objectives.
50% to 79% of points	Understands most of the operational requirements and has the capacity to meet most of the objectives.
0% to 49% of points	Has a limited understanding of the operational requirements and has the capacity to meet some of the objectives.