



THE CITY OF WINNIPEG

TENDER

TENDER NO. 517-2021

COMMUNICATION TOWER INSPECTIONS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 COMMUNICATION TOWER INSPECTIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 4, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Sites without making an appointment. These Sites include the following communication tower locations and are representative of the communication towers to be inspected.

- (a) Mile 22.53, Mile 29.76, Mile 34.40, Mile 56.71, Mile 64.08, Mile 69.51, Mile 77.63, Mile 82.44.
- (b) Individual communication tower location coordinates are available in Appendix A.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Westtower

B11.3 Additional Material:

- (a) Budget Quotation – Shoal Lake Intake Communication Tower Inspection

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F – Security Clearance;
- (e) Professional Engineer(s) responsible for sealing the inspection reports to be registered with EGM as a Professional Engineer, or have the ability to be registered with EGM in the province of Manitoba within thirty (30) calendar days from award.

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety

Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.

B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of detailed inspections and condition assessments of sixteen (16) communication towers located along the aqueduct between shoal lake intake and the WDWTP. The inspections will be conducted as follows:

- | | | |
|--------|--------------------|----------------------------------|
| (i) | Hadashville Yard, | 76.2 meter tower |
| (ii) | Ross Yard, | 76.2 meter tower |
| (iii) | Shoal Lake Intake, | 61.5 meter tower |
| (iv) | Mile 82.44, | 48.8 meter tower |
| (v) | Mile 93.69, | 21 meter tower |
| (vi) | Mile 88.64, | 21 meter tower |
| (vii) | Mile 64.08, | 6 meter tower |
| (viii) | Mile 77.63, | 21 meter tower |
| (ix) | Mile 73.63, | 21 meter tower |
| (x) | Mile 69.51, | 18 meter tower |
| (xi) | Mile 56.71, | 18 meter tower |
| (xii) | Mile 42.05, | 9 meter tower |
| (xiii) | Mile 34.40, | 18 meter tower |
| (xiv) | Mile 29.76, | 21 meter tower |
| (xv) | Mile 22.53, | 21 meter tower |
| (xvi) | WDWTP, | 9 meter tower (rooftop mounted). |

D2.2 The major components of the Work are as follows:

- (a) Detailed inspection and condition assessments of the aforementioned towers per the latest edition CSA-S37-18, inclusive of tower's fall restraint system.
- (b) Detailed technical inspection reports outlining inspection procedures, methods, findings, analysis complete with inspection photographs and recommendations for each tower. Inspection reports to be certified by a Professional Engineer.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **“CSA”** means Canadian Standards Association;
- (b) **“EGM”** means Engineers Geoscientists of Manitoba;
- (c) **“GWWD”** means the Greater Winnipeg Water District;
- (d) **“Professional Engineer”** means an engineer registered in the Province of Manitoba with EGM;
- (e) **“WDWTP”** means Winnipeg Drinking Water Treatment Plant;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Matt Gillies, P.Eng
Water Treatment Operations Support Engineer
Telephone No. 204 391-5488
Email Address. mattgillies@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D8.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage to remain in place at all times during the performance of the Work, unless stated otherwise below:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability, employer's liability and products and completed operations. Coverage shall include liability for transportation via railway tracks, if required;
- (b) if applicable, automobile liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Professional liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Such professional liability insurance shall remain in force for the duration of the Project including 12 months after total performance;

D9.2 During the transportation of equipment, materials, supplies and personnel via the GWWD Railway, the Contractor is to provide and maintain the following insurance coverage:

- (a) All risk property policy carrying adequate limits to cover all machinery, equipment, supplies an/or materials transported via railway to facilitate the inspections at the sites noted in D2.1 above;
- (b) Property in transit for the full value of machinery, equipment and supplies while being transported via railway; and
- (c) A signed waiver of liability and assumption of risk agreement prior to the transporting of any supplies, equipment, machinery, material and personnel.

D9.3 Deductibles shall be borne by the Contractor.

- D9.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D9.6 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. CONTRACT SECURITY

- D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D10.1.1(b).
- D10.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D10.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D10.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D10.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the contract security specified in D10;
 - (v) the Subcontractor list specified in D11;
 - (vi) Applicable GWWD waivers provided in Appendix B are submitted.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (14) Working Days of receipt of the notice of award for communication towers E2.2 (i) to (vi). Work on communication towers E2.2 (vii) to (xvi) shall commence after May 1, 2022

D12.4 Award of Contract is intended to be made by August 18, 2021

D13. CRITICAL STAGES

D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Inspections for communication towers specified in E2.2 (i) to (vi) inclusive are to be completed by November 30, 2021.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance by August 31, 2022.

D14.2 Total Performance does not include submission of the inspection reports as per E2.8

D14.3 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.4 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve Critical Stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

(a) Total Performance - \$50 dollars

D15.2 The amounts specified for liquidated damages in D15.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. COVID-19 SCHEDULE DELAYS

D16.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D16.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D16.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D16.5 The Work schedule, including the durations identified in D13 to D14 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D16.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D17.1 Further to B13.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

D18. SAFETY

- D18.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D18.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D18.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D19. DEFICIENCIES

- D19.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D20. RECORDS

- D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D20.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D20.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D21. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D21.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D21.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

- D21.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D21.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D21.5 Any other information requested by the Contract Administrator.
- D21.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D22. INVOICES

- D22.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D22.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

- D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23. PAYMENT

- D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D24. PAYMENT SCHEDULE

- D24.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D25. WARRANTY

- D25.1 Notwithstanding C13, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 517-2021

COMMUNICATION TOWER INSPECTIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D10)**

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: CONTRACT SECURITY - TENDER NO. 517-2021
COMMUNICATION TOWER INSPECTIONS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CAN/CSA-S37-2018	Antennas, towers, and antenna-supporting structures

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. SERVICES

E2.1 The Contractor shall provide detailed inspections of communication towers and reporting in accordance with the requirements hereinafter specified.

E2.2 The Work to be done under the Contract shall consist of detailed inspections and condition assessments of sixteen (16) communication towers at the following locations:

(i)	Hadashville Yard,	76.2 meter tower
(ii)	Ross Yard,	76.2 meter tower
(iii)	Shoal Lake Intake,	61.5 meter tower
(iv)	Mile 82.44,	48.8 meter tower
(v)	Mile 93.69,	21 meter tower
(vi)	Mile 88.64,	21 meter tower
(vii)	Mile 77.63,	21 meter tower
(viii)	Mile 73.63,	21 meter tower
(ix)	Mile 69.51,	18 meter tower
(x)	Mile 64.08,	6 meter tower
(xi)	Mile 56.71,	18 meter tower
(xii)	Mile 42.05,	9 meter tower
(xiii)	Mile 34.40,	18 meter tower
(xiv)	Mile 29.76,	21 meter tower
(xv)	Mile 22.53,	21 meter tower
(xvi)	WDWTP,	9 meter tower (rooftop mounted).

E2.3 Six (6) communication towers, E2.2 (i)-(vi) inclusive shall be inspected by the date specified in D13.1(a).

E2.4 Ten (10) communication towers, E2.2 (vii)-(xvi) inclusive shall be inspected after May 1, 2022 and be completed by the date specified in D14.1.

E2.5 Additional information on each communication, including GPS coordinates is located in Appendix A – Communication Tower Summary.

E2.6 Access to the communication towers located at Shoal Lake Intake, Mile 93.69 and Mile 88.64 are only accessible by the GWWD railway. Rail use requirements and overnight accommodations if required while inspecting these towers is detailed in E3.

- E2.7 A detailed inspection of each communication tower specified in E2.2 shall be completed per the latest edition CSA-S37-18 Annex D, inclusive of tower's fall restraint system.
- E2.8 Detailed technical inspection reports outlining inspection procedures, methods, findings, analysis complete with inspection photographs and recommendations for each tower. Inspection reports to be certified by a Professional Engineer
- (a) Inspection reports shall be submitted within thirty (30) Calendar days of the completed inspection. The report shall be delivered to the Contract Administrator as one (1) searchable PDF per communication tower

E3. STAFF HOUSE ACCOMODATIONS

E3.1 General

- (a) Accommodations are available at no cost to the Contractor in the Staff House or one of the residences located at the Aqueduct Intake at Indian Bay (Shoal Lake). The Intake and Staff House are located approximately 150 kilometers from Winnipeg and are only accessible by rail. The nearest highway contact with the rail line is approximately 24 kilometers (30-40 minutes) from the facility. There are no medical services available. Portions of the facility available to the Contractor and Subcontractors include sleeping quarters, dining room, recreation area, and washroom/shower facilities.
- (b) Prior to GWWD Railway use all non-City of Winnipeg personnel and the transportation of Contractor equipment will be required to have signed GWWD Railway Waiver Forms included in Appendix B.
- (c) The Contractor shall not have unlimited use of the GWWD Railway facilities. The Contractor shall develop a preliminary schedule outlining all required GWWD Railway activities and resources and the associated timetable prior to the commencement of work. The City requires this schedule to deploy the necessary level of railway resources to the project in a timely manner and to schedule the Contractor's requirements with routine track usage. Submit to the Contract Administrator three (3) Working Days prior to the start of the subsequent work week the revisions to the schedule for rail service (i.e. materials, equipment, etc.). Changes to the schedule must be made through the Contract Administrator to the City three (3) Working Days in advance of the requirement.
- (d) Bidders are advised that emergency railway services will take precedence over material and equipment deliveries. Neither the City, nor the Contract Administrator shall be held liable for failing to provide rail transportation in any event.
- (e) The Contractor shall ensure that all equipment, vehicles, personnel, and materials are kept off the railway and away from the trackbed, unless instructed otherwise by the Contract Administrator. The Contractor shall provide all labour and equipment necessary for loading and unloading equipment and materials including all equipment necessary to tie down loads.

E3.2 Transportation of Personnel

- (a) GWWD Railway Track Car Units
- (i) One track car unit is available to transport a maximum of seven (7) of the Contractor's personnel to and from the work area at Mile 82.44 (approximately 8 km east of East Braintree, MB) at no cost to the Contractor. Only one (1) track car unit is permitted to be used at any given time for the purposes of transporting the Contractor's personnel.
- (ii) Transportation of the Contractor's personnel will be provided such that there is no interference with GWWD staff duties during normal working hours (0800 to 1630 hours, Monday to Friday).
- (iii) Contractor to provide the Contract Administrator ten (10) business days notice for personnel transportation requirements.

E3.3 Train Service

- (a) It is expected that the GWWD Railway Track Car Units will be adequate for transportation of the Contractor's personnel and personal equipment to facilitate the inspections. If any large equipment is required to be transported, the Contractor shall advise the Contract Administrator. To following rolling stock can be made available to the Contractor if required.
- (b) One (1) flatbed cars with a deck width of 2.44 metres, deck length of 16.9 metres and a maximum load capacity of 55,000 kilograms.
- (c) One (1) ramp car with a deck with of 2.44 metres, deck length of 16 metres and a maximum load capacity of 55,000 kilograms.
- (d) The GWWD Railway right-of-way has sufficient horizontal clearances to transport loads up to 3.66 metres wide.

E3.4 Train Use and Scheduling

- (a) A train consists of one (1) locomotive, one (1) caboose and any combination of the remaining rolling stock identified in B3.2.
- (b) A train crew shift consists of a train as previously described and the train crew (2 people). The maximum train crew shift duration allowed is 12 hours per Calendar Day.
- (c) The GWWD Railway can provide one (1) train crew for use on this project. Each train crew can work a maximum of one full train crew shift per Calendar Day and a maximum of ten (10) train crew shifts per fourteen (14) Calendar Day period.
- (d) The Contractor shall submit a preliminary list of GWWD Railway equipment, GWWD Railway Track Car Units and GWWD Operators they will require for the duration of the Work a minimum of ten (10) Business Days prior to the pre-construction meeting.
- (e) The Contractor shall submit a preliminary schedule detailing the required GWWD Railway activities and associated timetable a minimum of ten (10) Business Days prior to the pre-construction meeting.

E3.5 Transportation of Contractor's Equipment

- (a) Rolling stock identified in B3.2 will be made available to the Contractor for the transportation of large equipment to and from the work area. Large equipment shall be loaded and unloaded at East Braintree if only one (1) piece of equipment is required to be transported. If additional pieces of equipment are required to be transported the equipment will be loaded and unloaded at the GWWD Railway Yard in St. Boniface.
- (b) A mobile loading ramp is available at East Braintree with a capacity of 34,500 kg.
- (c) Earthen loading ramps are available at the GWWD Railway Yard in St. Boniface and at Shoal Lake Aqueduct Intake.
- (d) The loading and securing of Contractor's equipment are the responsibility of the Contractor.

E4. SITE ACCESS

E4.1 The Contractor will be issued keys for access to communication tower sites.

- (a) The Contractor is to coordinate with the City on the number of keys that will be required for the Contractor's employees and Subcontractors.
- (b) A two thousand dollar (\$2,000) holdback will be applied as a deposit for all keys.
- (c) The Contractor is to return all keys prior to Total Performance. On return of all keys including damaged keys the two thousand dollar (\$2,000) deposit will be released.
- (d) The Contractor is to immediately report any lost keys and return any damaged or non-functioning keys for replacement.

PART F - SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & Politically Exposed Persons Check **and** a Police Information Check as detailed below.
- F1.1.1 The Global Sanctions & Politically Exposed Persons Check must be obtained through Sterling BackCheck.
- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
 - (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
 - (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
 - (d) In order to run a Global Sanctions & Politically Exposed Persons Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & Politically Exposed Persons Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & Politically Exposed Persons Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & Politically Exposed Persons Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & Politically Exposed Persons Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
 - (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com
- F1.1.2 The Police Information Check must be obtained from one of the following:
- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Global Sanctions & Politically Exposed Persons Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & Politically Exposed Persons Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Global Sanctions & Politically Exposed Persons Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
- (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & Politically Exposed Persons Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & Politically Exposed Persons Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Global Sanctions & Politically Exposed Persons Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Global Sanctions & Politically Exposed Persons Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & Politically Exposed Persons Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.