



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 702-2025**

**PROVISION OF LIDAR, OBLIQUE AND ORTHO-RECTIFIED AERIAL IMAGERY FOR  
THE SHOAL LAKE AQUEDUCT**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid/Proposal

### FORM B: PRICES

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Conflict of Interest and Good Faith	4
B12. Qualification	6
B13. Opening of Bids and Release of Information	7
B14. Irrevocable Bid	7
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	7
B17. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definition	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Accessible Customer Service Requirements	3
D7. Supplier Code of Conduct	3
D8. Ownership Of Information, Confidentiality And Non-Disclosure	3
D9. Unfair Labour Practices	4

#### Submissions

D10. Authority to Carry on Business	5
D11. Safe Work Plan	5
D12. Insurance	5

#### Schedule of Work

D13. Commencement	6
D14. Delivery	6
D15. Critical Stages	6
D16. Total Performance	7
D17. Liquidated Damages	7
D18. Supply Chain Disruption Schedule Delays	7

#### Control of Work

D19. Job Meetings	8
D20. The Workplace Safety and Health Act (Manitoba) - Qualifications	8
D21. Safety	8
D22. Deficiencies	8

<b>Measurement and Payment</b>	
D23. Invoices	9
D24. Payment	9
D25. Payment Schedule	9
<b>Warranty</b>	
D26. Warranty	9
<b>Dispute Resolution</b>	
D27. Dispute Resolution	9
<b>Third Party Agreements</b>	
D28. Funding and/or Contribution Agreement Obligations	10
<b>Adjustments for Changes in Laws, Taxes, or Tariffs</b>	
D29. Adjustments for Changes in Laws, Taxes, or Tariffs	12
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications	1
E2. Services	2
E3. LiDAR Survey	2
E4. Ortho-Rectified Digital Aerial Photography	4
E5. Oblique Aerial Photography	6
E6. Acceptance	6
<b>PART F - SECURITY CLEARANCE</b>	
F1. Security Clearance	1
<b>APPENDIX A – RELEVANT DOCUMENTS</b>	

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 Provision of LiDAR, Oblique and Ortho-Rectified Aerial Imagery for the Shoal Lake Aqueduct

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 25, 2025 .
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 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.
- B3.3 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.
- B3.4 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.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 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.
- B4.2 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.

### **B5. ADDENDA**

- B5.1 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.

- B5.2 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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that they have 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to, and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.
- B6.6 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.
- B6.6.1 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 they wish to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their 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 B16.
- B6.9 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/ Proposal;
  - (b) Form B: Prices;
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at <http://www.merx.com>.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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 their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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 their 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 their 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 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.

## **B9. PRICES**

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work in the Total Bid Price field in MERX.

B9.1.1 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.

B9.1.2 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.3 Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) Thunderbird Geospatial Ltd
- (b) Volatus Aerospace
- (c) EagleView
- (d) FastMap, Inc.

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 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.

B11.2 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 their 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.

B11.3 In connection with their Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B12. QUALIFICATION**

### **B12.1 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.

### **B12.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

### **B12.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D6).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;

### **B12.4 Further to B12.3(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 at [https://www.winnipeg.ca/matmgt/Safety/safety\\_consultant.stm](https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm)

### **B12.5 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.**

- B12.6 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. The Bidder shall provide documentation demonstrating experience of performing similar work.
- B12.7 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.

**B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 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](http://www.merx.com).
- B13.3 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](http://www.merx.com).
- B13.4 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).
- B13.4.1 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.

**B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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 executed and the contract security 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.

**B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

**B16. EVALUATION OF BIDS**

- B16.1 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 B12 (pass/fail);
  - (c) Total Bid Price ;
  - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the lump sum price shown in MERX.

B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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 their 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.

B17.4 Further to Paragraph 6 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Bidder.

B17.4.1 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Bidder electronically.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

C0.1 The *General Conditions for the Combined Provision of Goods and Services* (2020-01-31) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 the Combined Provision of Goods and Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and 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 the supply of labour, material, supervision and equipment necessary to deliver the following for Deacon Water Treatment Plant (WTP), Shoal Lake Aqueduct (SLA), and Shoal Lake Aqueduct Intake Facility (SLAIF) (as illustrated in E1.2):

- (a) LiDAR mapping; and
- (b) Ortho-rectified digital aerial imagery and Oblique imagery

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

- (a) Place and locate ground control points in accordance with the specifications in accordance with PART E - to facilitate the capture of oblique and ortho-rectified digital aerial imagery with a horizontal error no greater than 10 cm for the following areas:
  - (i) Deacon Water Treatment Plant (WTP): approximately 3.3 km<sup>2</sup>
  - (ii) Shoal Lake Aqueduct (SLA): approximately 135 km in length from the SLAIF to the WTP with a typical right-of-way width of approximately 91 m.
  - (iii) Shoal Lake Aqueduct Intake Facility (SLAIF): approximately 2.25 km<sup>2</sup>
- (b) Capture, calibrate and produce of geo-referenced digital aerial imagery at a ground sample distance no more than (GSD) of 7.5cm in the area of the WTP, SLA, and SLAIF as outlined in the specifications.
- (c) Capture, calibrate and produce oblique and ortho-rectified imagery in the area of the WTP, SLA and SLAIF as outlined in the specifications
- (d) Capture, calibrate and derive LiDAR point cloud data including intensity values for the areas as outlined in the specifications
- (e) Provide Quality Assurance and Quality Control Services (QA/QC) for acquired and derived products from LiDAR and digital imagery according to specifications
- (f) Provide additional metadata according to city specifications

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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their 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. DEFINITION

D3.1 When used in this Tender:

- (a) **"ANPD"** means Aggregate Nominal Pulse Density;
- (b) **"ANPS"** means Aggregate Nominal Pulse Spacing;
- (c) **"CGVD28"** means Canadian Geodetic Vertical Datum 1928;
- (d) **"DEM"** means Digital Elevation Model;
- (e) **"DSM"** means Digital Surface Model;
- (f) **"ECW"** means Enhanced Compression Wavelet;
- (g) **"GSD"** means Ground Sample Distance;
- (h) **"GNSS"** means Global Navigational Satellite System;
- (i) **"GWWD"** means the Greater Winnipeg Water District;
- (j) **"Imagery"** means oblique and ortho-rectified digital aerial imagery for the WTP, SLA, and SLAIF;
- (k) **"KML"** means Keyhole Markup Language;
- (l) **"LiDAR"** means Light Detection and Ranging;
- (m) **"NAD83 (June 1990)"** means North American Datum of 1983, June 1990 Realization;
- (n) **"RMSE"** means Root Mean Square Error;
- (o) **"Shapefile"** means a vector data storage format for storing the location, shape, and attributes of geographic features;
- (p) **"SLA"** means Shoal Lake Aqueduct;
- (q) **"SLAIF"** means Shoal Lake Aqueduct Intake Facility;
- (r) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (s) **"TIFF"** means Tag Image File Format; and
- (t) **"WTP"** means the Winnipeg Drinking Water Treatment Plant.

### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mikhail Tabucal, P.Eng, PMP  
Project Engineer

Telephone No. 431-323-2869  
Email Address. mtabucal@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 C6.21, 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 their employ.

D5.2 Before commencement of Work, the Contractor shall identify their 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D7. SUPPLIER CODE OF CONDUCT**

D7.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

## **D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON-DISCLOSURE**

D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D8.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D8.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator:
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract
- D8.4 Relevant documents listed in Appendix A are available by request to the City's Contract Administrator in D4 after completion of a Non-Disclosure Agreement. These documents will be released at the sole discretion of the City

## **D9. UNFAIR LABOUR PRACTICES**

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C16.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## SUBMISSIONS

### D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

### D11. SAFE WORK PLAN

- D11.1 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.
- D11.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D11.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their 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.

### D12. INSURANCE

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (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 and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (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) if applicable, Aviation liability insurance in the amount of at least two million dollars (\$2,000,000) with The City of Winnipeg to be listed as an additional insured. Policy to also include coverage for physical damage.
- D12.2 During the transportation of equipment, material, supplies and personnel via the GWWD Railway, the Contractor is to provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000) inclusive, with The City of Winnipeg to be added as an additional insured, and including a cross liability clause and employers liability and reference to specify transportation via railway;
  - (b) if required, all risk property policy carrying adequate limits to cover all machinery, equipment, supplies and/or materials transported via railway;
  - (c) if required, property in transit for the full value of machinery, equipment and supplies while being transported via railway; and
  - (d) a signed waiver of liability and assumption of risk agreement prior to the transporting of any supplies, equipment, machinery, material and personnel on the GWWD Railway.

- D12.3 Deductibles shall be borne by the Contractor.
- D12.4 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.
- D12.5 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.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 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 D10;
    - (ii) evidence of the workers compensation coverage specified in C6.18;
    - (iii) evidence of the insurance specified in D12;
    - (iv) submission of complete mission planning report specified in E3.2(a)
    - (v) the direct deposit application form specified in D24; and
    - (vi) the GWWD Railway Waiver Form.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall not commence the Work on the Site before October 7, 2025.
- (a) Airborne survey schedule must be confirmed with the Contract Administrator before any flights.

### **D14. DELIVERY**

- D14.1 Hard drives specified in E4.13(c) and E5.1(iv) shall be delivered by February 02, 2026, f.o.b. destination, freight prepaid to:  
Mikhail Tabucal  
Water Planning and Project Delivery  
Water and Waste  
110-1199 Pacific Avenue,  
Winnipeg, MB, R3E 3S8
- D14.2 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.
- D14.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D14.4 The Contractor shall off-load goods as directed at the delivery location.

### **D15. CRITICAL STAGES**

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Capture of Oblique and ortho imagery;
  - (b) Capture of LiDAR imagery;

- (c) Data submissions including but not limited to raw LiDAR and digital imagery and supplemental metadata; and
- (d) Data delivery of captured imagery including Tiles, Mosaics, and registration files.

**D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance by February 27, 2026.
- D16.2 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.
- D16.3 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.

**D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City fifty dollars (\$50) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D18. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D18.4 For any delay related Supply Chain Disruption 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 D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **D19. JOB MEETINGS**

- D19.1 Regular bi-weekly job meetings will be held virtually. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

- D20.1 Further to B12.3, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

### **D21. SAFETY**

- D21.1 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.
- D21.2 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.
- D21.3 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 their 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;
- D21.4 The GWWD Railway and SLA is considered a remote site. The Contract Administrator or a designate will provide a site safety orientation and review the City's Medical Emergency Response Plan (MERP) with the Contractor prior to the commencement of Work.

### **D22. DEFICIENCIES**

- D22.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their 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.

D22.2 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **MEASUREMENT AND PAYMENT**

### **D23. INVOICES**

D23.1 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

### **D24. PAYMENT**

D24.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

### **D25. PAYMENT SCHEDULE**

D25.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D26. WARRANTY**

D26.1 Warranty is as stated in C13.

## **DISPUTE RESOLUTION**

### **D27. DISPUTE RESOLUTION**

D27.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D27.

D27.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D27.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's the Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D27.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D27.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D27.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D27.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D27.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D27.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D28.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D28.2 Further to D28.1, in the event that the obligations in D28 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D28.3 For the purposes of D28:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D28.4 Modified Insurance Requirements
- D28.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

- D28.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D28.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D28.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D28.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D28.5 Indemnification By Contractor
- D28.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D28.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;
- in relation to this Contract or the Work.
- D28.6 Records Retention and Audits
- D28.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D28.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D28.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the

Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

**D28.7 Other Obligations**

- D28.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D28.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D28.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D28.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D28.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D28.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

**ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

**D29. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

- D29.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.
- D29.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract

Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The City shall grant the Contractor permission to use the Greater Winnipeg Water District (GWWD) railway adjacent to the SLA for capturing the Imagery of the SLA – see Section E1.6 for more information.
- 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 B6. 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 B6.
- E1.4 The Imagery and LiDAR survey data shall be owned by the City.
- E1.5 The Contractor is responsible for flight line planning for the identified area. The Contractor is responsible for determining the flight path.
- E1.6 Use Of GWWD Railway
- E1.6.1 General Requirements:
- (a) The Contractor is advised that the GWWD Railway will remain in operation throughout the Work period and that regular communication and coordination with GWWD dispatch and operations shall be maintained for the portion of the Work involving use of the GWWD Railway.
  - (b) The City of Winnipeg owns and operates the GWWD Railway between the Railway Yard in St. Boniface and the SLAIF. Operation of the GWWD Railway is of critical importance to the quantity and quality of the City's water supply. Water treatment chemicals are hauled to the Drinking Water Treatment Plant at Deacon as well as the Aqueduct Intake at Shoal Lake in rail car quantities via the GWWD Railway.
  - (c) The GWWD Railway is available to the Contractor to transport personnel and equipment to the work area. The GWWD Railway assumes no risk for providing transportation and the Contractor must provide evidence of insurance as per D10.2(b) and D10.2(c) and a signed Waiver as per D10.2(d) if they wish to utilize the use of the GWWD Railway.
  - (d) 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.
  - (e) The Contractor shall not have unlimited use of the GWWD Railway facilities. The Contractor shall develop a schedule outlining all required GWWD Railway activities and resources. 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. The schedule, and changes to the schedule, shall be submitted to the Contract Administrator a minimum of fifteen (15) Business Days prior to the start of the Work involving the GWWD Railway.
- E1.6.2 Bidders are advised that emergency railway services or urgent operational activities will take precedence over this Work. Neither the City, nor the Contract Administrator shall be held liable for failing to provide rail transportation in any event.
- E1.7 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.

- E1.8 Transportation of Contractor's Personnel and Equipment
- E1.9 One (1) hi-rail truck operated by City personnel will be available to the Contractor to capture Imagery along the SLA as well as transport small equipment (E.g. drone, ground control equipment) and a maximum of three (3) of the Contractor's personnel between the WTP and the SLAIF at no cost to the Contractor.
- E1.10 The average speed of the hi-rail truck is approximately 30 km/h.
- E1.11 The loading and securing of Contractor's equipment shall be the responsibility of the Contractor.

## **E2. SERVICES**

- E2.1 The Contractor shall collect and provide LiDAR data in accordance with the requirements hereafter specified. It should be noted that the end use of the raw LiDAR data will be to generate both a Digital Elevation Model (DEM), representing the bare-earth surface, and a Digital Surface Model (DSM), which includes buildings, vegetation, and other surface features as noted in E3.2(f).
- E2.2 All survey control data used for the project must be supplied by the Contractor to ensure Quality Assurance of the survey operations.
- (a) The proposed control data design must be submitted and approved by the City prior to implementation.
  - (b) The primary ground control and check point surveys must be referenced to the Horizontal Datum NAD83 (June 1990), Zone 14 N.
  - (c) All geospatial data must be referenced to NAD83, UTM Zone 14 (June 1990), in alignment with the City's framework. This includes any data collected within UTM Zone 15.
  - (d) A minimum of two control points are required for every 10 km.
  - (e) Equally spaced base stations shall be no greater than 30 km of each other.
- E2.3 The Contractor shall notify the Contract Administrator at least two (2) Business Days before capturing the LiDAR data.

## **E3. LIDAR SURVEY**

- E3.1 The specifications for LiDAR data acquisition shall include the following:
- (a) The airborne survey is to be performed under no snow cover ground conditions.
  - (b) The airborne survey is to be performed with no foliage remaining.
  - (c) The airborne survey is to be performed no earlier than October 7th with consideration of E3.1(a) and E3.1(b). Airborne survey schedule must be confirmed with the Contract Administrator before any flights.
  - (d) In the event of non-optimal conditions in the fall of 2025, the work would be undertaken in the fall of 2026, whichever season allows for the conditions required. If the flight must be performed in 2026 an escalation in price under Form B may be negotiated.
  - (e) The flying height should be maintained throughout the survey (plus or minus 10%), subject to topographic complexity and aircraft capability constraints.
  - (f) Fundamental Horizontal Accuracy  $\leq \pm 20$  cm at 95% confidence interval ( $1.7308 \times \text{RMSE}$ ).
  - (g) Fundamental Vertical Accuracy  $\leq \pm 9.8$  cm at 95% confidence interval ( $1.96 \times \text{RMSE}$ ).
  - (h) Vertical Accuracy Vegetated Area  $\leq \pm 14.7$  cm at 95% confidence interval.
  - (i) Aggregate Nominal Pulse Density (ANPD)  $\geq 15$  points per square meter (PPSM);.

- (j) Aggregate Nominal Pulse Spacing (ANPS)  $\leq 0.32$  meters (x) No less than 50% flight line overlap (xi) Scan angle not exceeding 40 degrees FOV (+/- 20 from nadir).
- (k) Bidders shall collect GNSS Kinematic ground data for check points.
- (l) Data voids of areas greater than or equal to  $(4 \times \text{ANPS})^2$  which are measured using first and only returns are not acceptable. Data voids within a single swath are not acceptable, except where caused by water bodies or near low infrared reflectivity areas, or where voids have been appropriately filled in by data from another swath. Overlapping swath used for fill in must meet all requirements as specified in this guideline.

E3.2 The Contractor shall be responsible for providing the following deliverables:

- (a) The **mission planning report** shall be submitted **prior to the commencement of data acquisition** and must include the following:
  - (i) schedule for data acquisition;
  - (ii) equipment/ Instrumentation List;
  - (iii) detailed workflow with quality control measures and survey work,
  - (iv) planned GNSS stations and control points;
  - (v) maps and/or images displaying the boundaries and flight plan, flight line location, overlap, calibration; and
  - (vi) any planned data processing details including software, methods, filtering, and ancillary data to be used in data processing (include schematic workflow diagram showing data processing steps and the quality control procedures).
- (b) The **accuracy report** shall be submitted with a detailed report of validation that is limited to the Fundamental Spatial Accuracy measured in clear, open areas. This report should be submitted upon completion of data acquisition. The report must include the following:
  - (i) flight trajectories, which will be supplied in Shapefiles must include the date of capture, local start and end time and which reference station was used for each trajectory, results of relative (flight run) matching, and details of any adjustments made;
  - (ii) the source of primary ellipsoidal height control;
  - (iii) the details of ellipsoid to orthometric corrections applied including any final adjustment;
  - (iv) all survey control coordinates, site identification and check point comparisons in both Excel spreadsheet and Shapefile formats;
  - (v) the results of vertical and horizontal accuracy validation;
  - (vi) regularity and point density checks; and
  - (vii) details of system calibration checks.
- (c) The **geodetic control report** shall be submitted and must include the following components:
  - (i) validation of active and passive station data including location and any monument station, date stamp, GNSS data collected;
  - (ii) control points used to calibrate and process the pulse data (to include NAD83 (June 1990) Zone 14 N and CSRS2010 values);
  - (iii) For validation purposes, classified data in NAD83 (CSRS2010) must be supplied along with adjusted data in NAD83 (June 1990) Zone 14 N.; and
  - (iv) photos of survey control and a map of the base station locations.
- (d) A **data adjustment report** must be provided for any data adjustments that are performed, which includes the following:
  - (i) the software or application used;
  - (ii) a detailed explanation of the methodology;
  - (iii) all input parameters; and
  - (iv) full output results.

- (e) A deliverable report must contain the actual operating conditions, flight lines and any supporting metadata to demonstrate the specifications have been met. The Contractor shall provide metadata documents which include but are not limited to the following:
  - (i) identification information;
  - (ii) data quality information;
  - (iii) spatial data organization information;
  - (iv) spatial reference information; and
  - (v) entity and attribute information.
- (f) The LiDAR point data shall be properly calibrated and classified in LAS file format. The following classes shall be included:
  - (i) class 1 – Unclassified / Miscellaneous;
  - (ii) class 2 -Valid ground;
  - (iii) class 5 - High vegetation (greater than two (2) metre above ground);
  - (iv) class 6 - Top of building (for buildings with area of a single family residential structure or larger, one (1) storey in height or larger);
  - (v) class 7 - Low vegetation (between 0 and 0.3 metre above ground);
  - (vi) class 9 - Water;
  - (vii) class 10 – Rail;
  - (viii) class 11 – Road Surface;
  - (ix) class 15 – Transmission Tower; and
  - (x) class 17 – Bridges.
- (g) One kilometre (1 km) tile index grid shall be delivered in Shapefile (.shp) format;
- (h) The horizontal datum shall be NAD83 (June 1990), Zone 14 N;
- (i) Vertical datum shall be CGVD28 with orthometric heights derived from HT2.0 Geoid;
- (j) All units shall be in meters.

E3.3 The shapefile version of the LiDAR survey extents is available from the Contract Administrator upon request after submission of a Non-Disclosure Agreement.

#### **E4. ORTHO-RECTIFIED DIGITAL AERIAL PHOTOGRAPHY**

- E4.1 The Contractor shall supply low level aerial photography and ortho-rectified imagery along the path shown in E1.2 in digital format in accordance with the requirements hereinafter specified.
- E4.2 Aerial capture undertaken in leafless, snow free conditions, and under uniformly clear or uniformly cloudy conditions.
- E4.3 No imagery shall be acceptable if taken under conditions of precipitation.
- E4.4 Aerial capture extends from the Drinking Water Treatment Plant Site at Deacon, along the GWWD railway and SLA right-of-way, up until the Shoal Lake Aqueduct Intake Facility Site as shown in the Drawings.
- E4.5 The images shall be clear and sharp and evenly exposed across the format. The images shall be free from clouds and cloud shadows, smoke, haze, light streaks, snow, ice, flooding, static marks, hot spots and another ground surface blemishes that interfere with the intended purpose of the images.
- E4.6 The aerial photography will cover a minimum area of one hundred and twenty-five metres (125 m) on both sides of the GWWD Railway right-of-way, measured from the edge property line. Full stereoscopic coverage is to be assured in this area.
- E4.7 Only modern, frame based digital cameras, suitable for photogrammetry and topographic mapping will be considered.

- E4.8 The dynamic range of the camera shall be such that detail within ground shadows can easily be resolved with no or small amounts of visible noise or grain while still avoiding blown highlights.  
(a) Exposure should be set to maximize the bit-depth within the range of the sensor and should not be overexposed or saturated.
- E4.9 The aerial photography will have a standard sixty (60) percent forward overlap and thirty (30) percent lateral overlap, suitable for stereo viewing and be of sufficient quality and accuracy for topographic mapping of a 0.5 metre contour interval guaranteed.
- E4.10 Vertical images should not show the effects of forward motion of the aircraft.
- E4.11 The camera shall be mounted vertically in the aircraft. The camera shall be isolated from the vibration of the aircraft. Angular vibration shall be reduced to a level that does not significantly affect the image resolution at the shutter speeds used.
- E4.12 For digital cameras that use pan-sharpening, the colour registration must be no less perceptibly accurate than images from a film camera. (For example, the green colour of grass shall not be shifted (bleed) over onto the sidewalk making the fringe of the sidewalk a shade of green).
- E4.13 The Contractor must supply the City with the following materials upon the completion of the Work:
- (a) Colour stereo image, uncorrected, and in raw TIFF format, suitable for stereoscopic viewing. Imagery is to have a ground sample distance no greater than 8 cm. Imagery cannot be up-sampled to obtain the designated resolution.
  - (b) Colour orthophotos rectified (geo-referenced and geo-coded) to the City basemap within a 500m X 500m grid template which shall be provided by the City of Winnipeg:
    - (i) TIFF images with associated word files
  - (c) Two complete sets of the raw (TIFF) and orthorectified (both ECW and TIFF formats) aerial photography shall be provided on two new hard drives. These hard drives shall become the property of the City.
  - (d) The Contractor shall forward ECW compression rates and send sample image files to the Contract Administrator of the air photography at various compression rates. The contract administrator shall decide from the samples which compression rate the Contractor shall use for the ECW formatted image files.
  - (e) The Contractor shall provide untouched raw TIFF image files, camera calibration reports, exterior orientation parameters and any other information required for the extraction of elevation values from the imagery, in digital format.
  - (f) Ortho-rectified imagery shall have a horizontal error of no greater than 20cm.
  - (g) The aerial photos shall be geo-referenced and geo-coded to the City's cadastral base.
  - (h) A flight index map and an aerial photography film report are required. The flight index map shall consist of geo-coded points in Shapefile (.shp) format in UTM NAD 83 and Zone 14 that represent the location from where each photo was taken. Each point shall have the following attribute information at minimum.
    - (i) image Name – corresponding to the raw .TIFF image file names;
    - (ii) flight direction;
    - (iii) altitude;
    - (iv) date acquired;
    - (v) time acquired;
    - (vi) forward overlap i.e. 60%;
    - (vii) side overlap i.e. 30%;
    - (viii) easting and northing;
    - (ix) aperture;
    - (x) shutter speed;

- (xi) source; and
- (xii) comments.

## **E5. OBLIQUE AERIAL PHOTOGRAPHY**

### **E5.1 Photography:**

- (i) The optical axis of the oblique images shall be between 40° and 50° from nadir to ensure the best possible oblique image presentation.
- (ii) The aircraft used must be flown at an altitude that will capture the best (i.e. sharpest and clearest) imagery possible in accordance with safety regulations and in keeping with the Contractor's best practices and work as they have used for other captures of their other contracts of similar size and scope.
- (iii) Images must be digitally captured and delivered in natural color and delivered in digital form.
- (iv) The Contractor must provide the City all data on an external hard drive(s), which shall be part of the Work.
- (v) The flying height of the aircraft be such that the acquired raw imagery be such that each raw pixel shall have a Ground Sample Distance of 7.5cm or better (i.e. 5cm) so that the final product shall be a true 7.5 resolution without any up-sampling to a higher resolution.

### **E5.2 Imagery Processing and Delivery**

- (a) Delivery of oblique photography to be delivered on hard disk or acceptable physical medium.
- (b) Oblique imagery:
  - (i) Original (non-rectified) raw images shall be in an untouched, uncompressed TIFF format.
  - (ii) For each oblique and orthogonal image, the Contractor shall provide a centroid point geometry. The point geometry shall contain at minimum a column for:
    - ◆ unique ID;
    - ◆ X and Y (latitude and longitude) coordinates;
    - ◆ image orientation (angle from nadir and direction); and
    - ◆ the file name and extension of the image that the point represents.

**E5.3** The Contractor shall provide a report on the actual flights conducted, the actual flight lines, and the dates each flight line were actually flown.

**E5.4** The Contractor shall provide a report on QA/QC measures

## **E6. ACCEPTANCE**

**E6.1** The Contractor shall contact the City requesting approval of each significant stage of the work including photo acquisition, ortho-registration, mosaic creation, ECW compression, and file naming convention. The City shall examine photos for resolution, compression, color, blown highlights, dark and unresolvable shadow issues, motion blur, and image noise.

**E6.2** The City shall be the final authority on the acceptance or rejection of images in part or on the whole based on these and or other criteria.

## PART F - SECURITY CLEARANCE

### F1. 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 & PEP Check and a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP 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 & PEP 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 & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP 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 & PEP Check and/or Police Information Check.
  - (vii) The results of the Global Sanctions & PEP 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](mailto:linda.ferens@sterlingcheck.com) OR [managedsupport@sterlingcheck.com](mailto:managedsupport@sterlingcheck.com)

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) (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) (b) A police service having jurisdiction at their 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 & PEP 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 & PEP 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 & PEP 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) (ii) convictions or pending charges related to crimes against another person.
  - (c) Where additional investigation related to a Global Sanctions & PEP 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 Bidder/Contractor shall supply the Contract Administrator with a Global Sanctions & PEP 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 & PEP 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 their sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP 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

## APPENDIX A – RELEVANT DOCUMENTS

The following documents are available electronically by request to the City Contract Administrator after completion of a Non-Disclosure Agreement:		
1	Survey Area extending 125 meters beyond the boundary in all directions	
	KML File Format	1. Deacon Water Treatment Plant (WTP): 2. Shoal Lake Aqueduct Intake Facility
2	Survey Alignment extending 125 meters beyond the boundary in all directions	
	Shapefile format	1. Shoal Lake Aqueduct (SLA):
	Published: 2024	