

THE CITY OF WINNIPEG

TENDER

TENDER NO. 893-2026

NORTH END SEWAGE TREATMENT PLANT (NEWPCC) – RAILCAR MOVING EQUIPMENT AND SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NORTH END SEWAGE TREATMENT PLANT (NEWPCC) – RAILCAR MOVING EQUIPMENT AND SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 20, 2026.

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 The Bidder is responsible for determining:

(a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;

(b) the nature of the surface and subsurface conditions at the Site;

(c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;

(d) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and

(e) all other matters which could in any way affect his Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 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.

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 D5.

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 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.

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 they wish 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 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 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 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.

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 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 their 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.

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) N/A

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 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.

B12.3 In connection with their 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 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.

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 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 B12.4 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.

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

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, Purchasing 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;

(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 B13.5 and D7).

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 at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at 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.

B13.6 The Bidder shall submit, within five (5) 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.

B13.7 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.

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 their 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 their Bid or in other information required to be submitted, that they are 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 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.

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 their 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, Purchasing 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 the provision of a Mobile Railcar Mover for monthly rental to facilitate the movement of loaded and empty freight railcars within the North End Sewage Treatment Plant (NEWPCC) and all things necessary to facilitate these movements for the period from January 1, 2027 until December 31, 2027, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.2 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.3 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.4 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.5 The major components of the Work are as follows:

(a) Supply of a Contractor owned Mobile Railcar Mover for monthly rental to handle railcar movements at the NEWPCC site.

(i) The Mobile Railcar Mover shall be capable of clearing snow and ice to facilitate safe movements of railcars on the siding.

(b) Performing and reporting monthly siding inspections, including pre and post inspections when required due to deficiencies in accordance with E3.

(c) Movement and handling of freight railcars within the industrial siding and railcar unloading shelter(s) with the use of a Mobile Railcar Mover as and when called to do so by the City.

(i) The Contractor shall respond to a call by the City within 24 hours or less (i.e., next day service is required).

(d) Siding Snow Clearing in accordance with E5; and

(e) Siding Maintenance and Minor Track Repairs in accordance with E6.

D2.6 The Work shall be done on an "as required" basis during the term of the Contract.

D2.6.1 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.

D2.6.2 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.

D2.7 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. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

(a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;

(b) a participant may specify a duration of contract shorter than the duration of this Contract;

(c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and

(d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

(a) **"CPKC**" means CPKC Railway (Canadian Pacific/Kansas City Southern);

(b) **"Derail"** means a rail track device that will cause a moving rail vehicle to leave the track (derail) and stop the movement to prevent continuing an unauthorized movement of the rail vehicle;

(c) **"Event"** means a call-out by the Contract Administrator requiring the Contractor to perform railcar-moving services and/or Snow Clearing operations, as required;

(d) **"NEWPCC"** means North End Sewage Treatment Plant, located at 2230 Main St., Winnipeg, MB;

(e) **"Operator"** means an employee of the City authorized to unload, or assist in the unloading of liquid chemicals (ferric chloride) at the NEWPCC;

(f) **"Railcar"** means a railway freight car used to transport ferric chloride or another product to or from NEWPCC, including a loaded or empty railcar, that is located on the Site or is to be moved by the Contractor in connection with the Work;

(g) **"Site"** means the Mobile Railcar Mover garage, road from garage to track access point, and rail tracks (including chemical unloading buildings);

(h) **"Snow Clearing"** means the removal of snow and ice from rail tracks and the track-access road, and ensuring the free movement of siding hardware controls to facilitate railcar movements; and

(i) **"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.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Raymund Tabing, C.E.T.
Wastewater Contracts Officer

Telephone No. 431-275-7475
Email Address. rtabing@winnipeg.ca

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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 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.

D6.2 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.

D6.2.1 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.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 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.

D7.1.1 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.

D7.1.2 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.

D8. SUPPLIER CODE OF CONDUCT

D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: https://www.winnipeg.ca/media/4891

D8.2 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.

D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

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 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 D8.3, may be determined to be an event of default in accordance with C18.

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 D8.5. 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 B13.4 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 five million dollars ($5,000,000.00) inclusive, with The City of Winnipeg and Canadian Pacific/Kansas City Southern Railway added as an additional insured; such liability policy to also contain a cross-liability clause, blanket contractual liability, 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 $5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

(c) all risks property insurance for the replacement cost value of the Mobile Railcar Mover that may be owned, rented, leased or borrowed including a waiver of subrogation in favour of the City;

(d) Contractor's pollution liability in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for on-site clean up expenses, bodily injury and property damage and emergency response costs at all times during the performance of the Work and continue for six (6) months after the term of Contract.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers duly licensed to carry out business in the Province of Manitoba.

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.

D12.6 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.

D13. SUBCONTRACTOR LIST

D13.1 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.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment 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.

D15. RAILCAR MOVER QUESTIONNAIRE

D15.1 The Contractor shall provide the Contract Administrator with the qualifications of both the Operators and the Company (Form M: Railcar Mover Questionnaire) 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

D16. COMMENCEMENT

D16.1 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.

D16.2 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 C6.17;
  (iii) evidence of the insurance specified in D12;
  (iv) the Subcontractor list specified in D13;
  (v) the equipment list specified in D14;
  (vi) the railcar mover questionnaire specified in D15;
  (vii) the direct deposit application form specified in D26; and

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D16.4 The Contractor shall respond to Work within twenty-four (24) hours of a request by the Contract Administrator as specified in Part E.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2 and E1 of the Contract, the Contractor shall pay the City six hundred dollars ($600.00) per Working Day for each and every Working Day following the day specified by the Contract Administrator on which the Work was to be performed until the failure is rectified. Such failures of services are but not limited to the following:

(a) failure to attend the Site within the required response time specified in D16.4 for a City-requested railcar movement service event following expiry of the required response time;

(b) failure to provide an approved, safe, and operational Mobile Railcar Mover, or alternate approved railcar movement capability, when required to complete a requested railcar movement until an approved movement capability is available;

(c) failure to complete a required routine siding inspection within the required inspection interval until the inspection is completed;

(d) failure to complete a required pre-use, post-maintenance, post-event, or return-to-service inspection required for a planned railcar movement until the required inspection is completed and the affected siding is released for service;

(e) failure to complete required snow and ice clearing, where the Contractor knew, or reasonably ought to have known, that the condition would interfere with a scheduled, confirmed, or reasonably foreseeable railcar movement where the failure delays the railcar movements;

(f) failure to immediately report a critical deficiency, movement restriction, out-of-service condition, defective switch or derail, suspected derailment risk, restricted clearance, railcar damage, suspected dangerous-goods release, or other condition that may affect rail safety or ferric chloride operations;

(g) if the Contractor is unable or fails to perform the Work and, in the reasonable opinion of the Contract Administrator, immediate action is necessary to protect persons, railcars, railway infrastructure, ferric chloride supply, or the City's wastewater treatment operations, the City may arrange for alternate railcar movement, snow and ice clearing, inspection, maintenance, repair, or other required services.

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 perform the Work in satisfaction of the City's requirements 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 a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D18.4 For any delay related to 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.

D19. MONTHLY INSPECTIONS

D19.1 The Contractor shall perform the following monthly inspections in accordance with standards specified in E3.

CONTROL OF WORK

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

D20.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

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.

D22. ORDERS

D22.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D23. RECORDS

D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D23.2 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.

D23.3 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.

D24. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D24.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to 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:

D24.2 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;

D24.3 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)

D24.4 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).

D24.5 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).

D24.6 Any other information requested by the Contract Administrator.

D24.7 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.

INVOICES & MEASUREMENT AND PAYMENT

D25. INVOICES

D25.1 Further to C12, the Contractor:

(a) shall submit **monthly** invoices for Work performed in accordance with the instruction on the City's website at: https://www.winnipeg.ca/finance/corporate-accounts-payable.stm;

(b) should copy the Contract Administrator on submission of each invoice;

(c) shall clearly indicate on the monthly invoices the charges and quantities referencing the chargeable line items in Form B: Prices; and

(d) shall indicate on the monthly invoices' dates of specific services.

D26. PAYMENT

D26.1 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.

D27. PAYMENT SCHEDULE

D27.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D28. WARRANTY

D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

D29.1 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 D30.

D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D29.3 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 Purchasing Division 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.

D29.4 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.

D29.4.1 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.

D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D29.4.3 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.

D29.4.4 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 D30.4.3, 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

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D30.1 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.

D30.2 Further to D31.1, in the event that the obligations in D31 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.

D30.3 For the purposes of D31:

(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.

D30.4 Modified Insurance Requirements

D30.4.1 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.

D30.4.2 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.

D30.4.3 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.

D30.4.4 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.

D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D30.5 Indemnification By Contractor

D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for 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.

D30.5.2 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.

D30.6 Records Retention and Audits

D30.6.1 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.

D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for 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 D31.6.1 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.

D30.7 Other Obligations

D30.7.1 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.

D30.7.2 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.

D30.7.3 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.

D30.7.4 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.

D30.7.5 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.

D30.7.6 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.

FORM J: SUBCONTRACTOR LIST
(See D13)

NORTH END SEWAGE TREATMENT PLANT (NEWPCC) – RAILCAR MOVING EQUIPMENT AND SERVICES

Name	Address

Template Version: 2025 04 01 Services

FORM K: EQUIPMENT
(See D14)

NORTH END SEWAGE TREATMENT PLANT (NEWPCC) – RAILCAR MOVING EQUIPMENT AND SERVICES

1. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

2. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

3. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

FORM K: EQUIPMENT
(See D14)

NORTH END SEWAGE TREATMENT PLANT (NEWPCC) – RAILCAR MOVING EQUIPMENT AND SERVICES

4. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

5. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

6. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

FORM M: RAILCAR MOVER QUESTIONNAIRE

(See D15)

NORTH END SEWAGE TREATMENT PLANT (NEWPCC) – RAILCAR MOVING EQUIPMENT AND SERVICES

For each item provide a Y (Yes) or N (No) response and provide a description or include an attachment(s) where indicated

Part 1 – Qualifications

1.1	Does your organization hold a current Railway Operating Certificate? If yes, provide a copy. If no, identify the operating authority, agreement, or procedure under which the proposed railcar-moving services will be performed.	
1.2	Do you provide operator training equivalent to or exceeding the applicable Canadian Rail Operating Rules (CROR) requirements and any other applicable regulatory or CPKC requirements?	
1.3	Identify the Mobile Railcar Mover proposed for this Contract, including make, model, year, ownership, tractive effort, braking capability, and confirmation that it is compatible with the City's siding and Railcar Mover Garage.	
1.4	Do you possess backup mobile railcar moving equipment that could be deployed to the Site within 72 hours of a breakdown? If yes, describe the equipment make and model.	
1.5	Do your primary and backup mobile railcar movers have snow and ice clearing capabilities for the winter months? If so, describe the snow/ice clearing mechanism for both.	
1.6	Confirm that the proposed Mobile Railcar Mover has sufficient manufacturer-rated tractive effort and braking capacity to safely perform the railcar movements specified in the Contract.	
1.7	Identify the primary and backup Mobile Railcar Mover operator and ground persons/spotters proposed for this Contract. State their relevant railcar-moving experience and qualifications.	
1.8	Identify the qualified railway-track inspector(s) proposed for the Work. Provide a summary of qualifications and experience inspecting industrial or customer-owned railway track.	
1.9	Describe the Bidder's capability to perform winter snow and ice clearing and minor siding maintenance, including frozen switches/derails, flangeways, crossings, track hardware, and localized clearance deficiencies.	
1.10	Do you have a safety, health and environment policy that outlines how incidents and near misses are reported and investigated? If yes, please describe.	
1.11	Provide two comparable projects completed within the past five years involving industrial railcar movements, private sidings, railcar-moving equipment, railway-track inspection, or similar work. Include client name, scope, date, and reference contact.	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

Appendices:	**Title**
Appendix A	Reference Drawings
Appendix B	NEWPCC Rail Operating Plan
Appendix C	CPKC Customer Safety Handbook
Appendix D	2024 Emergency Response Guidebook

E1.2 The following are applicable to the Work:

(a) Monthly Mobile Railcar Mover Rental as specified in E2;

(b) Monthly Siding Inspections as specified in E3;

(c) Servicing Event (2 Railcar move) and Servicing Event (4 Railcar move) as specified in E4;

(d) Hourly Rate for Siding Maintenance and Minor Track Repairs as specified in E6;

(e) Hourly Rate for Siding Snow Clearing as specified in E5; and

(f) Siding Snow Clearing using Mobile Railcar Mover as specified in E5.

E1.3 Damage to City Property and Equipment

(a) Any damage deemed by the Contract Administrator to have been caused by the Contractor to any City property or equipment will be repaired by the City and the cost will be deducted from Contractor invoices;

(b) The Contractor and their employees shall not be allowed to operate City equipment unless approved by the Contract Administrator; and

(c) The Contractor shall make all reports required by applicable federal and provincial legislation and shall comply with all applicable spill-response, notification, cleanup, and recordkeeping requirements.

(i) tc.canada.ca/sites/default/files/2024-04/2024-emergency-response-guidebook.pdf

E1.4 The Contractor shall comply with any applicable requirement of the CPKC Agreement for Private Siding.

E1.5 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.

E1.6 Site Access

(a) Keys, Radio-Frequency Identification cards, or other items, may be provided to the Contractor to perform the Work; and

(b) All access items shall be returned to the Contract Administrator within seven (7) Business days of the Contract end date or within two (2) Business days of a written request for the access items by the Contract Administrator.

E1.7 The Contractor Supervisor shall maintain a group chat on a platform approved by the Contract Administrator to facilitate the Work and the scheduling of staff at the Site. The group chat shall include, at a minimum and not limited to:

(a) the Contract Administrator;

(b) the Contract Administrator's designates;

(c) the Contractor Supervisor,

(d) the Contractor's primary Inspector and primary Mobile Railcar Mover Operator; and

(e) other Contractor staff regularly attending the Site.

E2. MONTHLY MOBILE RAILCAR MOVER RENTAL AS SPECIFIED

E2.1 The Contractor shall provide a Mobile Railcar Mover for monthly rental to the City in accordance with the requirements hereinafter specified.

(a) The Contractor shall use a Mobile Railcar Mover for the movement of any loaded or empty railway freight cars containing liquid chemicals, unless otherwise agreed upon in writing between the City and the Contractor;

(b) The Mobile Railcar Mover shall **be owned and maintained** by the Contractor. The Contractor shall charge a Mobile Railcar Mover rental fee to the City monthly. The rental fee shall cover all costs associated with owning and maintaining the Mobile Railcar Mover;

(c) Can enter the track at the designated mobile railcar mover access crossing;

(d) Can couple to and position two loaded ferric chloride tank cars, one at a time, into the unloading building;

(e) The Mobile Railcar Mover shall be capable of safely moving two (2) fully loaded railcars coupled together. The approximate conservative weight of each railcar is as follows:

(i)	Product load per railcar	95,000 kg	(209,500 lbs);
(ii)	Empty railcar, tare weight	35,000 kg	(77,200 lbs);
(iii)	Combined loaded railcar weight	130,000 kg	(286,700 lbs).

(f) Able to clear the turnout between car movements;

(g) Able to leave the track at the access crossings;

(h) Equipped with standard North American AAR-compatible knuckle coupler, vertically adjustable as necessary to safely couple with the tank cars. Coupling arrangement must not lift or damage a railcar coupler or impose unsafe vertical force;

(i) Suitable for Winnipeg conditions, with reliable operation from at least −40°C to +40°C. Include winter-grade fluids, battery protection, cab heating/defrosting where applicable, anti-slip/traction capability, and protection against snow and ice accumulation;

(j) Able to safely clear the opening of the City's Mobile Railcar Mover Shelter; and

(k) Compatible with standard-gauge track: 1,435 mm / 4 ft 8½ in.

E2.2 All costs associated with the operation and maintenance of the supplied Mobile Railcar Mover will be borne by the Contractor.

(a) The Mobile Railcar Mover shall maintain current insurance in accordance with D12;

(b) The Contractor shall maintain and service, at Contractor's expense, the Mobile Railcar Mover on site and at sufficient frequency to ensure the equipment is safe to use and available to move railcars; and

(c) The Contractor shall provide the City with copies of Mobile Railcar Mover inspection and service records quarterly or when requested by the City.

E2.3 The Contractor shall store the Mobile Railcar Mover in the Mobile Railcar Mover Shelter located on NEWPCC property, in close proximity to the rail-track access road.

(a) The Mobile Railcar Mover Shelter opening dimension are specified in Appendix A;

(i) Vertical Clearance 4.27m (14 ft) and Lateral Clearance 4.88m (16ft).

(b) A 120 volt receptacle will be made available for block heaters;

E2.4 The Contractor shall provide a replacement Mobile Railcar Mover or alternate approved capability within 24 hours of a breakdown where a railcar movement is scheduled or requested. The Contractor shall restore the primary mover to service within 72 hours.

E3. MONTHLY SIDING INSPECTIONS

E3.1 The Contractor shall perform monthly inspections of the NEWPCC rail siding in accordance with the requirements hereinafter specified.

E3.2 Inspections shall be completed by the Contractor in accordance with the following standards:

(a) the current CPKC Customer Safety Handbook and applicable CPKC operating instructions;

(b) the current CPKC Industry Track Agreement, Siding Access Agreement, where applicable;

(c) directions issued by the City Representative, CPKC, or a regulatory authority;

(d) applicable federal railway-safety legislation, Transport Canada rules and regulatory requirements; and

(i) https://tc.canada.ca/en/rail-transportation/rules/2022-2023/rules-respecting-track-safety

(e) applicable Manitoba safety requirements.

E3.3 The Contractor shall provide a qualified railway-track inspector for all required routine, pre-use, special, post-event, post-maintenance, and return-to-service inspections of the City's private siding. The inspector shall:

(a) be trained and qualified to inspect standard-gauge railway track in accordance with applicable law, CPKC requirements, and the City's track-access and operating requirements;

(b) possess a current certificate or other documented evidence confirming training and qualification to perform railway-track inspections;

(c) have a minimum of three years' relevant experience inspecting industrial, customer-owned, or railway yard track, including switches, derails, crossings, drainage, rail, ties, fastenings, ballast, and clearances;

(d) demonstrate knowledge of applicable Transport Canada requirements, the current CPKC Customer Safety Handbook, and the City's applicable CPKC track-access and operating requirements;

(e) be authorized by the Contractor to identify unsafe conditions, recommend movement restrictions, order immediate corrective action within the Contractor's scope, and recommend or initiate removal of track from service where required;

(f) be competent to inspect track after repair and issue a documented recommendation for return to service;

(g) provide complete inspection reports and maintain records;

(h) Routine monthly inspections are included in the monthly inspection price; and

(i) Additional, post-event, post-maintenance, and return-to-service inspections requested by the City or required following a deficiency shall be billed under Form B item 2, unless the inspection is required due to the Contractor's own defective work or failure to meet Contract requirements.

E3.4 The Contractor shall inspect each track, switch, crossing, and derail at least once in each calendar month, with at least twenty (20) calendar days between consecutive routine inspections. Where a track is used less than once per calendar month, the Contractor shall inspect the track before each use.

E3.5 Inspections shall assess and document, at a minimum:

(a) rail, joints, welds, joint bars, bolts, wear, and visible defects;

(b) ties, tie plates, anchors, spikes, clips, bolts, and other fastenings;

(c) gauge, alignment, cross-level, surface condition, settlement, and track support;

(d) ballast, drainage, vegetation, erosion, standing water, washouts, mud, snow, ice, and debris;

(e) crossings, including flangeways, crossing surfaces, drainage, signage, and obstruction-free passage;

(f) switches, including points, rods, frogs, guard rails, locks, targets, switch stands, lubrication, and freedom from snow, ice, and debris;

(g) derails, including fastening, operation, locking, signage, visibility, and freedom from snow, ice, debris, rust, and lost motion;

(h) end-of-track protection;

(i) lateral and vertical clearance conditions; and

(j) unsafe conditions affecting railcar movement, CPKC crews, City staff, contractors, or public safety.

E3.6 Inspection reports shall be submitted electronically via email to the Contract Administrator within twenty-four (24) hours of the inspection.

(a) The Contractor shall immediately notify the Contract Administrator of any critical deficiency, movement restriction, out-of-service condition, suspected derailment risk, or condition requiring CPKC notification.

E4. SERVICING EVENT (2 RAILCAR MOVE) AND SERVICING EVENT (4 RAILCAR MOVE)

E4.1 The Contractor shall perform railcar movements at the Site in accordance with the requirements hereinafter specified.

E4.2 Railcar movements shall be counted as follows:

(a) Spotting of any single full railcar for unloading inside the railcar unloading shelter from the siding;

(b) Spotting of any single empty railcar on the siding for pickup from the railcar unloading shelter;

(c) Requests for a single railcar movement may be billed under Form B Item 3;

(d) All pre- and post-movement inspections related to railcar movements shall be included in the pricing for the movements; and

(e) Repositioning of railcars within the railcar unloading shelter to ensure proper alignment for safe unloading shall not be counted as a railcar movement.

E4.3 Railcar movements shall be tracked by both the Contractor Supervisor and the Contract Administrator through digital calendar entries sent by the Contract Administrator to the Contractor Supervisor.

E4.4 The Contractor shall respond to a call for railcar movements by the **City within twenty-four (24) hours (i.e., next day service is required.)**

(a) The Contractor shall provide a replacement Mobile Railcar Mover or alternate approved capability within 24 hours of a breakdown where a railcar movement is scheduled or requested. The Contractor shall restore the primary mover to service within 72 hours.

E4.5 The Contractor shall conduct movements in the sequence shown in Appendix B – NEWPCC Rail Operating Plan, except where the City approves an alternate operating procedure that is also acceptable to CPKC.

E4.6 Coordinate each service event with the City and CPKC requirements.

Confirm the number and identity of loaded and empty cars, the required spotting and pickup locations, site access, operating windows, and any CPKC notification or clearance requirements.

E4.7 The Contractor shall notify the Contract Administrator twenty-four (24) hours in advance of arriving on site and shall notify the Contract Administrator when the movements have been completed and the Contractor is leaving the site.

E4.8 The Contractor shall, at the request of the Contract Administrator, provide photographs of the spotted railcars and their parked positions to the satisfaction of the Contract Administrator.

E4.9 The Contractor shall:

(a) Provide qualified personnel and suitable railcar-moving equipment.

The Contractor must supply a qualified mobile railcar mover operator, ground person/spotter, supervision, communications, and a properly maintained mobile railcar mover with adequate verified tractive effort and braking capacity for a loaded ferric chloride railcar.

(b) Conduct pre-movement planning and inspection.

Confirm that the track, switches, derails, access crossing, unloading shelter, clearance envelope, and intended route are safe, clear, and suitable for the planned movement.

(c) High risk — verify that the railcar is released from unloading before movement.

Before moving any loaded or empty railcars, confirm with authorized City staff that unloading is complete, hoses and connections are disconnected, valves and protective housings are secure, platforms or restraints are clear, and there is no indication of a ferric chloride leak or railcar damage.

(d) High risk — protect against unintended movement onto CPKC track.

Ensure all applicable switches and derails are correctly lined, secured, and locked before movement. Railcars must not be left foul of the CPKC connection, turnout, adjacent track, crossing, or required clearance point.

(e) Move and spot loaded railcars.

Move loaded ferric chloride tank cars into the unloading shelter, using controlled low-speed movement and continuous observation of the leading end. Clear the turnout or other restricted location before coupling to the next railcar, where required.

(f) Ensure that railcars are adequately aligned in the railcar unloading shelter with the unloading platform, to the satisfaction of designated City staff. Railcars shall be positioned to support Operator safety and safe access to the railcar for product unloading;

(i) Misalignments causing unsafe unloading conditions or restricting access to product unloading shall be rectified at the Contractor's expense.

(g) High risk — couple and uncouple safely.

Confirm coupler alignment, secure coupling, brake status, and clear communication before movement. Do not permit personnel between equipment during coupling or uncoupling. The mover must not lift, strike, or impose damaging force on railcar couplers or fittings.

(h) Move empty railcars to the CPKC pickup location.

After unloading, move empty railcars to the designated position beyond the Limit of CPKC Operations sign. The Contractor may use multiple movements where necessary to remain within the approved mover capacity, braking capability, and safe consist limit.

(i) High risk — secure every railcar after movement.

Apply and test the required hand brakes, confirm railcars are correctly positioned, and restore derails to the required protective position. Additional hand brakes or other securement measures must be used where grade, weather, snow, ice, or rail conditions warrant.

(j) Account for Winnipeg weather and winter conditions.

Suspend or modify movements where snow, ice, poor visibility, wet rail, inadequate traction, frozen switches/derails, blocked flangeways, or other conditions could affect safe operation.

(k) Stop work for unsafe conditions or a suspected release.

Immediately stop movement, secure the area, notify the City, and notify CPKC where applicable if there is a derailment, collision, damaged wheelset/bearing, unsafe track condition, defective switch or derail, equipment failure, suspected ferric chloride release, or any condition that compromises safe movement.

(l) Document each service event.

Provide a record identifying the railcars moved, personnel involved, movement completion time, securement confirmation, switch/derail status, deficiencies found, delays, incidents, and corrective actions.

E5. HOURLY RATE FOR SIDING SNOW CLEARING AND SIDING SNOW CLEARING USING MOBILE RAILCAR MOVER

E5.1 The Contractor shall provide snow and ice clearing services for the City's private railway siding when required to support safe railcar movements, safe access, and compliance with applicable CPKC requirements in accordance with the requirements hereinafter specified.

E5.2 Routine snow and ice clearing required before or in support of railcar movements, including clearing of siding control and safety devices **not requiring the use of the Mobile Railcar Mover** shall be paid under Form B Item 7.

(a) The fees shall include all consumables and equipment used to perform the work.

E5.3 The Contractor shall independently monitor weather and site conditions and shall attend the Site and perform required snow and ice clearing **not requiring the use of the Mobile Railcar Mover** without prior direction from the Contract Administrator where conditions may affect a scheduled, anticipated, or reasonably foreseeable railcar movement.

E5.4 Where snow, ice, slush, drifting snow, packed snow, or other winter accumulation on the siding **requires the use of the Mobile Railcar Mover** to clear the track in advance of, during, or following a railcar movement(s),

(a) the Contractor shall notify the Contract Administrator and obtain authorization before commencing the Work;

(b) the Work can proceed after the approval by the Contract Administrator;

(c) the Contractor shall be paid the Unit Price under Form B: Prices, Item 6 — Siding Snow Clearing Using Mobile Railcar Mover for each service event; and

(d) Form B: Prices, Item 7 — Hourly Rate for Siding Snow Clearing shall not be charged for the same snow-clearing attendance where Form B: Prices, Item 6 — Siding Snow Clearing Using Mobile Railcar Mover has been charged, unless the Contract Administrator provides prior written authorization.

E5.5 The Contractor shall notify the Contract Administrator in advance of arriving on site and shall notify the Contract Administrator when work is completed and the Contractor is leaving the site.

E5.6 At the request of the Contract Administrator, the Contractor shall provide photographs of the area in which the Work was performed, showing conditions before and after completion of the Work.

E5.7 The Contract Administrator may direct the Contractor to attend the Site and perform snow and ice clearing at any time.

E5.8 The applicable unit price shall include all labour, supervision, equipment, materials, mobilization, demobilization, snow and ice removal, sanding or other approved traction measures, clearing around switches and derails, removal of snow from flangeways and crossings, restoration of clearance, inspection, and all incidental work necessary to leave the siding safe for its intended use.

E6. HOURLY RATE FOR SIDING MAINTENANCE AND MINOR TRACK REPAIRS

E6.1 The Contractor shall provide qualified personnel, supervision, tools, equipment, materials, and incidental services, on an hourly-rate basis, to perform siding maintenance and minor track repairs required to maintain the City's private railway siding in a safe condition for ferric chloride railcar movements.

E6.2 The Work under this item is intended to address deficiencies identified through routine, pre-use, post-event, seasonal, post-repair, or return-to-service inspections; conditions identified during railcar movements; and other minor maintenance conditions that could restrict or interfere with the safe and reliable movement of railcars.

E6.3 The Contractor shall review all work items with the Contract Administrator for approval before commencing work under Form B Item 5.

(a) Except for immediate protective action necessary to prevent an unsafe railcar movement, secure railcars, protect persons, or prevent damage to railway infrastructure, the Contractor shall obtain authorization from the Contract Administrator before commencing work under Form B Item 5.

(b) Routine siding snow and ice clearing required before or in support of railcar movements shall be paid under Form B Item 6 or Form B Item 7.

E6.4 The Contractor shall notify the Contract Administrator twenty-four (24) hours in advance of arriving on site and shall notify the Contract Administrator when work is completed and the Contractor is leaving the site.

E6.5 Work under this item may include minor maintenance, adjustment, repair, and corrective work required to maintain free and safe railcar movements, including but not limited to:

(a) clearing, thawing, freeing, lubricating, and adjusting switches, switch points, switch stands, locks, keepers, rods, targets, derails, and associated hardware;

(i) routine snow clearing shall be in accordance with E5; localized snow/ice removal incidental to authorized maintenance apply to E6

(b) removing localized snow, ice, debris, vegetation, mud, or other obstructions that prevent the safe operation of switches, derails, crossings, flangeways, or railcar-movement equipment;

(c) tightening, securing, or replacing minor track hardware, including bolts, clips, fastenings, joint-bar bolts, rail anchors, signs, and similar components;

(d) minor repairs to crossings, flangeways, walkways, mobile railcar mover access areas, trackside signs, and end-of-track protection;

(e) localized ballast, drainage, surface, clearance, or track-support corrections that do not constitute major track rehabilitation; and

(f) post-maintenance inspection, functional testing, and documentation required to confirm that the repaired area is safe for its intended use.

(g) For each attendance, the Contractor shall submit a service record identifying the deficiency, location, work completed, labour and equipment hours, materials used, movement restrictions or CPKC notifications, and post-maintenance inspection results.

E6.6 The Contractor shall promptly notify the Contract Administrator when a deficiency requiring maintenance or repair is identified.

E6.7 Except where immediate action is required to protect persons, railcars, or railway infrastructure, the Contractor shall obtain direction from the Contract Administrator before commencing hourly-rate work under this item.

E6.8 This item is limited to minor maintenance and repair work. It does not include major track rehabilitation, rail replacement, turnout or switch replacement, extensive tie replacement, major ballast renewal, major drainage reconstruction, significant track-geometry correction, or other capital-scale work unless separately authorized in writing by the Contract Administrator.

E6.9 The Contract Administrator may direct the Contractor to attend the Site to investigate and perform minor siding maintenance or repair work at any time. Such work will be scheduled for a date mutually agreed upon by the Contract Administrator and the Contractor.