



INVITATION TO BID

September 6, 2023.

**Reference: TRANSMISSION CORRIDOR TREE CLEARING
TENDER N° 23 09 002**

PUC Services Inc. would like to invite your firm to bid on the above-noted tender. This contract is for parts of **work related to brushing and selective tree cutting to clear the transmission line corridor of vegetation**. Please read all documents included herein thoroughly.

Kindly acknowledge your bid intent below and our confidentiality agreement attached by signing and returning this letter of invitation, by email to purchasing.dept@ssmpuc.com

For your review and understanding we have also enclosed a synopsis of the project. The full tender package will be emailed to you upon receipt of your intention to bid.

This tender will close at 15:00 local time Monday, September 25th, 2023.

Yours truly,

A handwritten signature in blue ink, appearing to read "SHambly", is written over a light blue horizontal line.

**Shelley Hambly,
Purchasing Agent.**

Your firm's ACKNOWLEDGEMENT

Signature

Date

Company Name

☐ Yes, we intend to submit a bid.

☐ No, we are unable to submit a bid at this time.

TRANSMISSION CORRIDOR TREE CLEARING TENDER

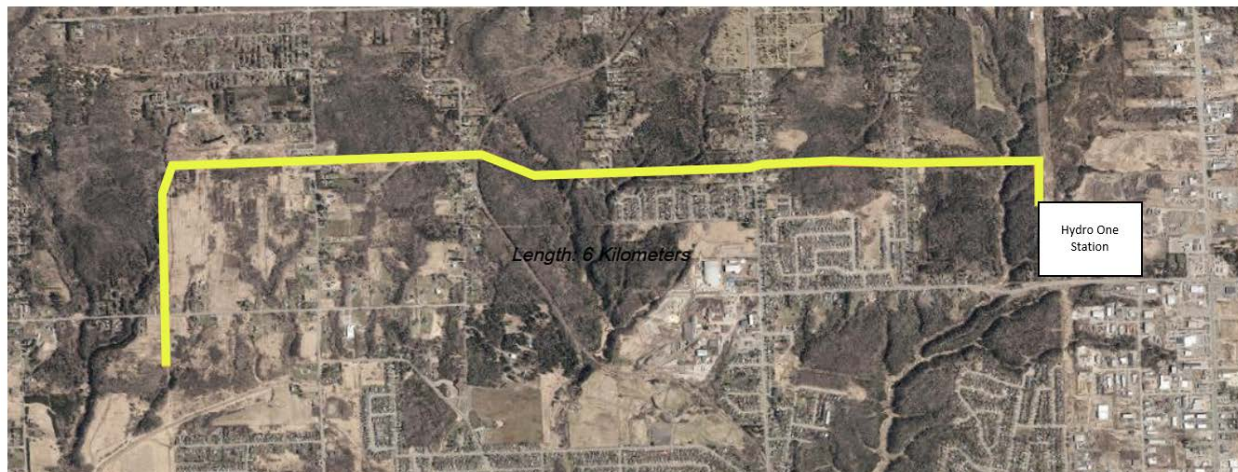
SYNOPSIS

IMPORTANT DATES

- Wednesday September 6, 2023 – Intent to Tender Issued
- Monday September 25, 2023 – Tender Close at 15:00
- Tuesday October 3, 2023 – Issue letter of Intent to Award
- Monday October 16, 2023 – Available Work Start Date
- March 31, 2024 – Required Completion Date – Part A
- April 1 through October 15, 2024 – No tree removals permitted.
- October 16, 2024 – Contractor may resume or start Part B tree removals.
- December 15, 2024 – Required Completion Date – Part B

GENERAL

PUC Services Inc. (PUC Services) has prepared this Request for Quotation (RFQ) on behalf of PUC (Transmission) LP, an Ontario electricity transmission company and affiliate of PUC Services, to clear trees and vegetation along an established transmission line corridor right-of-way (the ROW) within the city of Sault Ste. Marie. The ROW runs across the northerly area of the city. The image below identifies the overall route to be cleared under this RFQ.



The section of ROW to be cleared starts at the Hydro One transformer station located at 430 Third Line East, heads north approximately 200 meters where it turns west and continues for approximately 4.7 km to a point approximately halfway between Allen's Side Road and Goulais Avenue. At this point the ROW turns south and continues for approximately 1.1 km, where it turns south-west. This turn point occurs at approximately 260 meters south of the centreline of Third Line West and marks the end point for this work. No clearing is to occur beyond this west-turn point. The overall length of ROW to be cleared is approximately 6.0 km.

The ROW width is typically 125 feet (38 meters). However, there are some sections that are 115 feet (35 meters) or 110 feet (33.5 meters) in width. Please refer to the maps included under Appendix A herein which provide more detailed information on the actual locations and widths of the easements.

The work to be done under this contract is subject to prior approval of the Ministry of Environment, Conservation and Parks (MECP) and the Sault Ste. Marie Region Conservation Authority (SSMRCA). PUC Services has been working with both agencies for some time now to obtain the required approvals. No clearing of any vegetation is to occur prior to MECP and SSMRCA providing approvals.

Furthermore, some requirements of this contract may change as a result of the MECP and SSMRCA review of and approval of the proposed clearing and environmental impact provisions. The Contractor agrees to incorporate any changes imposed by the MECP or SSMRCA and to work with PUC Services in good faith to reach mutual agreement on the associated contract changes after the contract has been awarded, if the approvals are not received prior to award.

OVERALL OBJECTIVES STATEMENT

The intent of the work to be done under this contract is:

- 1) To re-establish the ROW to the widths and distances as referenced above;
- 2) To prepare the ROW for construction of a transmission line, which is to start in Q3 2024;
- 3) To remove trees to ground level only and not to remove stumps or roots below grade;
- 4) To ensure any chipped wood is spread out and not piled up within the ROW;
- 5) To ensure that any trees larger than 4" diameter at breast height (DBH) that are not removed from the ROW are cut into manageable lengths and are piled up at the edge of the ROW within approx. 2 m of the ROW limits;
- 6) Not to include re-grading or sodding, except to repair damage where required in order to restore the area, as much as reasonable, to original conditions; and
- 7) **Not to clear any trees within 10 m of any existing overhead powerlines.**

SCOPE OF WORK

General:

The purpose of this RFQ is to solicit bids from qualified contractors to clear the ROW of trees and vegetation under two distinct categories of work as follows and, potentially, at two distinct time intervals, as described further below:

Part A. Swath Clearing: clear cut and mulch all vegetation to ground level by mechanical means. Swath Clearing shall be done for 10 meters on either side of the centerline of the ROW for a total width of 20 meters and a total length of approximately 6.0 km. No chemicals, including herbicides, are to be used for this clearing.

Part B. Selective Clearing: cut at ground level select trees by manual means. Selective Clearing shall be conducted outside the 20-meter clear-cut swath for the balance of the width of the ROW and for the total length of approximately 6.0 km. No chemicals, including herbicides, are to be used for this clearing.

Bidders may submit proposals to carry out either one or both parts of this RFQ. The Corporation reserves the right to award different parts to different bidders, as further identified herein.

Note: No clearing is to be done within 10 meters of any existing overhead powerlines.

Part A. Swath Clearing:

The objective for Swath Clearing is to clear-cut to ground level the designated 20 m wide swath centered along the centerline of the ROW for the full length of the ROW and in accordance with the Tree Management Plan. All vegetation and trees within this swath is to be cleared by mechanical means. Any wood smaller than 4" diameter is to be mulched and left in place on the ROW. Wood larger than 4" diameter is to be cut into manageable lengths and piled at edge of the cleared swath.

Part B. Selective Clearing:

The objective for Selective Clearing is to manually cut at ground level, within the balance of the ROW beyond the Swath Clearing corridor, any trees that, as a species, have the ability to grow more than 10 m in height ("Target Trees"). All such trees within the Selective Clearing zone are to be cut in accordance with the Tree Management Plan.

Cutting of Target Trees for Selective Clearing shall conform to the following:

- less than 4" DBH: trees and tree parts less than 4" diameter shall be cut and chipped on site. The wood chips shall be spread out along the ROW and not piled up in any one area.
- 4" to 12" DBH: cut at ground level, cut and chip branches and parts less than 4" diameter, cut remaining logs into manageable lengths and pile them up at the edge of the ROW;
- 12" to 24" DBH: cut at ground level, cut and chip branches and parts less than 4" diameter, cut remaining logs into manageable lengths and pile them up at the edge of the ROW;
- greater than 24" DBH: cut at ground level, cut and chip branches and parts less than 4" diameter, cut remaining logs into manageable lengths and pile them up at the edge of the ROW;

The Contractor shall complete, on a daily basis, a quantity certificate for signature by the Administrator that identifies the quantity of trees cut in each size category listed above each day (the "**Daily Quantity Certificate**").

TIMING OF WORK

All the work of this tender is subject to the Ministry of the Environment, Conservation and Parks (MECP) and the Sault Ste. Marie Region Conservation Authority (SSMRCA) environmental regulations restricting removal of trees and vegetation during specific time periods that may impact protected habitats and regulated areas. The net result is that no removal of trees within the ROW can occur between April 1 and October 15.

In addition, the Work is not to commence until applicable regulatory approvals and permits have been received from the MECP and SSMRCA. If delays are caused due to this process, the below timelines will be adjusted.

1) Part A: Swath Clearing:

Part A shall be completed between October 15 and March 31 in order to comply with environmental regulations and prepare the ROW for construction to begin. Failure to meet this deadline will result in forfeiture of the payment holdback as further described in Section 21, Tender Information.

2) Part B: Selective Clearing:

Clearing of Part B is not necessarily a prerequisite to the start of the transmission line construction. However, environmental regulations related to bird and bat nesting seasons and Blanding's Turtle mitigation strategy dictate that there are two options for timing of Part B, as follows;

Option 1. Start the work now and if not completed by March 31, suspend work until October 15, 2024 and complete by December 15, 2024; or

Option 2. Perform all the work between October 15 and December 15, 2024.

The bidder may choose either option for Part B. The Corporation reserves the right to award the option that best suits its needs. However, failure to meet the associated deadline will result in forfeiture of the payment holdback as further described in Section 21, Tender Information.

TREE MANAGEMENT PLAN

A “Tree Management Plan” has been prepared by the consulting firm WSP based on field inventory and observations by qualified arborists carried out in 2022 and 2023, which will be included with the tender.

The Work that is the subject of this tender shall be carried out in accordance with the specifications and instructions contained in the Tree Management Plan in addition to all other terms and conditions contained in this tender.



PUC Services Inc.
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario P6A 6P2

PUC SERVICES CONFIDENTIALITY AGREEMENT

1. "Confidential Information" means information about PUC Services Inc. (the "Corporation") and its customers, customer prospects, and/or vendors that are not generally known outside of the Corporation, which _____ (the "Contractor") will learn of in the course of carrying out the Contractor's obligations under this agreement. Confidential Information may include, without limitation:
 - a) The terms of this agreement, except as necessary to inform your legal counsel, spouse, or professional tax advisors¹ only on the condition that any disclosure by any such person shall be considered a disclosure by the Contractor and a violation of this agreement;
 - b) the Corporation's business policies, finances, and business plans;
 - c) the Corporation's financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of customers and/or customer prospects;
 - d) sales information relating to the Corporation's services;
 - e) customized software, marketing tools, and/or supplies that you will be provided access to by the Corporation and/or will create;
 - f) information, including subjective information, whether recorded or not recorded, about an individual who is a customer, customer prospect, employee, business contact, or vendor of the Corporation if the individual is known or can be identified from either the information itself, or when that information is combined with other information ("Personal Information");²
 - g) any list(s) of the Corporation's customers, customer prospects, business contacts, or vendors;
 - h) the account terms and pricing upon which the Corporation obtains products and services from its vendors;
 - i) the account terms and pricing of sales contracts between the Corporation and its customers;
 - j) the proposed account terms and pricing of sales contracts between the Corporation and its customer prospects; and
 - k) the techniques, methods, and strategies by which the Corporation develops, manufactures, markets, distributes, and/or sells any of its services.

2. Confidential Information shall not include information, other than Personal Information, which:
 - a) becomes generally available to the public through no fault of the Contractor or breach by the Contractor of any of its obligations of confidence;
 - b) was known to the Contractor prior to receipt from the Corporation on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Contractor prior to its receipt from the Corporation;
 - c) is independently developed by the Contractor prior to the receipt from the Corporation, as documented by written records possessed by the Contractor; or
 - d) becomes available to the Contractor on a non-confidential basis from a source other than the Corporation that is not under other obligations of confidence.
3. Confidential Information shall be used only for the exclusive purpose of carrying out the Contractor's obligations under this Agreement. The Contractor agrees to take all steps required to preserve the secrecy of the Confidential Information and shall not disclose, either directly or indirectly, the Confidential Information to any third party or person, save and except as otherwise provided for herein or as may be authorized from time-to-time in writing, in advance, by the Corporation. The Contractor further agrees to use all necessary efforts to prevent any unauthorized acquisition or use of the Confidential Information. The Confidential Information shall not be reproduced in any form by the Contractor except as required to carry out the Contractor's obligations under this agreement. This section shall survive termination of this agreement.
4. The Contractor shall at any time upon request of the Corporation and upon termination of this agreement, immediately return to the Company or destroy the Confidential Information and all copies thereof in any form whatsoever under the power or control of the Contractor. The Contractor shall provide the Corporation with a destruction certificate certifying such destruction promptly upon request.
5. The Contractor shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information.
6. If the Contractor becomes compelled to disclose any Confidential Information of the Corporation pursuant to law, regulation or lawful order or process (collectively "Requirements") the Contractor shall provide the Corporation prompt notice of any such Requirement and shall cooperate with the Corporation in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. If such an order or arrangement is not obtained, the Contractor shall disclose only that portion of the Confidential Information as is required pursuant to such Requirements. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this agreement.

7. The Corporation shall retain all ownership of all rights, including all intellectual property rights, in the Confidential Information. Neither the execution of this agreement nor the furnishing of any Confidential Information by the Corporation shall be construed as granting to the Contractor either by implication or otherwise, any interest, license or right respecting the Confidential Information, including without limitation any intellectual property right therein, now or hereinafter owned or controlled by the Company, other than as expressly provided for in this agreement. The Contractor shall not apply for any intellectual property rights in respect of the Confidential Information or in respect of any subject matter derived from the Confidential Information, except as may otherwise expressly be provided for or authorized by the Corporation.

¹ If the agreement contains restrictive covenants there should be a carve-out for disclosure of these where necessary to give them the effect

² The definition of "Personal Information" is based on the definition in PIPEDA and OPC interpretive guidance.

I, the contractor, have responsibility over any subcontractor we hire and will ensure they sign a similar agreement.

I have read and agreed to the above.

Signature

Date