

REQUEST FOR PROPOSAL

RFP - Transmission Tower Inspections

TENDER NO. 24 05 007



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IMPORTANT INFORMATION

Tender Submission Check List. The below items must be included with your submission.

Incl.	Submittal Required	Section Reference
<input type="checkbox"/>	List of Subcontractors	Section 4 – Form of Tender
<input type="checkbox"/>	Signed Form of Tender	Section 4 – Form of Tender
<input type="checkbox"/>	Registration with ISN	Section 5.30 - PUC Services Inc. - Contractor Management Program

IMPORTANT DATES

- 2024-06-10 – Tender Announcement & Invitation
- TBD – Site Visits
- 2024-06-28 – Submission Deadline
- 2024-07-05 – Evaluation Period
- 2024-07-12 – Intent to Award
- TBD – Completion of Work

SECTION 2

SCOPE OF WORK

SCOPE OF WORK

Please ensure the *entire document* is read and completed in full.

For information on this document contact:

Benjamin Muncaster

Manager, Procurement

500 Second Line East

Sault Ste. Marie, Ontario P6B 4K1

To : Purchasing.dept@ssmpuc.com

PUC Services Inc. (PUC) owns a 115kV power transmission line that requires inspection. PUC is requesting a proposal for tower inspections for the GL1SM and GL2SM 115kV lines. PUC has 29 transmission towers along a stretch of 7.5 km, with towers that may differ in materials used to complete construction. The power transmission line inspections ensure PUC is made aware of any conditions that may compromise the reliability of a critical transmission supply.

In addition to the deliverables set below, PUC is open to additional proposals that may meet or exceed the requirements set herein.

Tower Details and Google Map Route are included in Appendix A & B.

Required RFQ Information:

a) Tiered levels of inspection plan including schedule, details, and pricing for each. For example:

1 – Visual, 2 – Sample, 3 – Full Test.

b) Inspection methods to address mechanical & structural integrity, electrical equipment and conductors, and environmental conditions. For example:

- Bolt torque checks
- Missing bolts, lattice, or bent hardware
- Foundation deterioration
- Soil erosion
- Structure scanning
- Wear on moveable connection points
- Appropriate signage
- Rust thickness measurements
- Grounding checks

b) Outage requirements/plan for work being performed based on tiered plan in item a).

c) Price if scope of work is completed in 2024.

d) Price if scope of work is completed in 2025.

e) All Applicable permits required are to be obtained by contractor.

SECTION 3

TENDER INFORMATION & CONDITIONS

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TENDER INFORMATION & CONDITIONS

3.1 DELIVERY AND OPENING OF TENDERS

Electronic tender submissions will be received by Purchasing Department on or before:

Friday, June 28th, 2024, 15:00 LOCAL TIME

By email to purchasing.dept@ssmpuc.com

The tenders will be opened after the closing time and date, as soon as possible.

Tenders shall be made on the Form of Tender and **shall NOT be detached** from the other documents.

3.2 ACCEPTANCE CLAUSE

As it is the intention of the Corporation to award to the Contractor(s) (if any) who offers the best over-all value to the Corporation, the Corporation reserves the right in its sole discretion to accept or reject any bid which in the opinion of the Corporation is incomplete, obscure, irregular, contains exceptions or counteroffers, or which is non-compliant with the terms of the Tender.

3.3 PRICING

All net prices quoted shall include all duties and other charges (except taxes). All tender prices shall remain firm for forty-five (45) days following opening of tenders.

3.4 MORE THAN ONE AWARD

The Corporation reserves the right to award one or more Contracts for the products/services described in this Tender. The Corporation reserves the right to award the Contract in whole or in part.

3.5 ADDENDA

Tenderers may, during the tendering period, be advised by Addenda of required additions to, deletions from or alteration in the requirements of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed in arriving at the tendered price.

Tenderers shall insert, in the space provided in the Form of Tender, the Addenda numbers of all Addenda received by them during the tendering period including any bound into the Contract requirements. If no Addenda has been received, the word NONE shall be inserted in the space provided.

3.6 AGREEMENT

Should the Contractor's tender be acceptable to the Corporation, then the Contractor shall enter into an Agreement with the Corporation. The form of the Agreement shall be as per the sample Agreement included in these Tender Documents.

3.7 CONFIDENTIALITY

The Request for Tender is strictly confidential and proprietary to PUC Services Inc. Your agreement to respond to the Tender indicates your agreement to the Corporation's confidentiality requests. In addition, the information in the Request for Tender will not be shared with other Contractors. A final decision will be made strictly on the merits of the submitted documents. The decision of the Corporation is final.

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:
 - (1) 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;
 - (2) the Corporation's business policies, finances, and business plans;
 - (3) 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;
 - (4) sales information relating to the Corporation's services;
 - (5) customized software, marketing tools, and/or supplies that you will be provided access to by the Corporation and/or will create;
 - (6) 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
 - (7) any list(s) of the Corporation's customers, customer prospects, business contacts, or vendors;
 - (8) the account terms and pricing upon which the Corporation obtains products and services from its vendors;
 - (9) the account terms and pricing of sales contracts between the Corporation and its customers;
 - (10) the proposed account terms and pricing of sales contracts between the Corporation and its customer prospects; and
 - (11) 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:
 - i. becomes generally available to the public through no fault of the Contractor or breach by the Contractor of any of its obligations of confidence;
 - ii. 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;
 - iii. is independently developed by the Contractor prior to the receipt from the Corporation, as documented by written records possessed by the Contractor;
or
 - iv. 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.

3.8 JURISDICTION

This agreement will be governed by and construed in accordance with the laws of Ontario.

3.9 TENDER DEPOSIT / PERFORMANCE GUARANTEE

There is no tender deposit required.

3.10 NEGOTIATION WITH CONTRACTORS

The Corporation may, prior to contract award, negotiate changes to the scope of work, the specifications or any conditions with the successful Contractor or one or more of the Contractors without having any duty or obligation to advise any other Contractor or to allow them to vary their Tender prices as a result of such changes and the Corporation shall have no liability to any other Contractor as a result of such negotiations or modifications.

Should the Corporation not receive any bid satisfactory to the Corporation in its sole discretion, the Corporation reserves the right to negotiate a contract for the whole or part of the Project with any one or more of the Contractors without becoming obligated to offer to negotiate with all Contractors.

3.11 OMISSION AND DISCREPANCIES/RIGHT TO CLARIFY

Should a Contractor find discrepancies in or omissions from the contract documents, or should he be in doubt as to their meaning, he should notify the Corporation's Representative.

The Corporation reserves the right in its sole discretion to clarify any bid after closing by seeking further information from that Contractor without becoming obligated to clarify or seek further information from any or all other Contractors.

However, *Contractors are cautioned that any clarifications sought will not be an opportunity* either to correct errors or to change their bids in any substantive manner.

3.12 POWER TO PAUSE

In the event the Corporation discovers Contractors have received unequal access to relevant information regarding the requirements of the Project or the Invitation to Tender, the Corporation reserves the right in its sole discretion to suspend the competitive bid process, issue new information in writing to all Contractors and then continue the competitive bid process.

In the event the Corporation chooses to suspend the bidding process, those Contractors who have submitted bids will be provided with new information and allowed an additional five (5) days to change their bids should they choose to do so or to withdraw altogether.

Thereafter, the Corporation will continue the competitive bid process with the then remaining Contractors, with all other requirements of the Instructions to Contractors applying as if the competitive bid process had not been suspended.

3.13 PRIVILEGE CLAUSE

Contractors are notified that the lowest or any tender need not be accepted by the Corporation and the Corporation reserves the right to reject any and all tenders at any time without further explanation or to accept any tender considered advantageous to the Corporation. Tenders which contain qualifying conditions or otherwise fail to conform to these tender documents may be disqualified or rejected. The Corporation may waive any non-compliance with the tender documents, specifications or any conditions, including the timing of delivering of anything required by this tender and may at its sole discretion elect to retain for consideration tenders which are non-conforming because they do not contain the content or form required by the tender documents or because they have not complied with the process for submissions set out herein.

3.14 PROOF OF QUALIFICATIONS AND COMPETENCY

The Contractor shall be competent and capable of performing the various items of work. The Contractor may be required to furnish statements covering experience on similar work, list of plant available, senior personnel to be used on the work, and such statements of his financial resources as may be found necessary.

The Corporation may call upon the tenderers to show evidence that satisfactory arrangements have been made for the procurement of any or all labor, materials and equipment required to carry out and complete the work. Materials and equipment shall be subject to the Corporation's approval.

The Corporation reserves the right to reject tenders from parties who are unwilling or unable to provide evidence that they can provide the necessary labor, materials, equipment, and adequate financing for the performance of the work and the provision of the services herein contemplated. Evidence of such competency and experience must be provided when requested by the Corporation.

3.15 SUB-CONTRACTORS

The Contractor shall submit with their tender a full list (with addresses) of the Sub-Contractors they propose to use on the project if their tender is accepted.

3.16 SALES TAXES

The Corporation is subject to HST. Bid prices shall be submitted as “before tax” amounts.

3.17 INTENT TO AWARD

Upon notification of a successful bid the Contractor shall have five (5) business days to provide any additional documentation required under this RFQ/RFP/Tender. Failure to satisfy this requirement may result in the disqualification of the Bidder. The Corporation reserves the right to select an alternate bidder.

3.18 FORM OF TENDER

Bids must be made on the Form of Tender page, with any corresponding rate sheet, as requested in tender documents.

3.19 INFORMATION EVENT and/or BIDDERS’ PRESENTATIONS

Shortlisted bidders may be invited to present additional information to assist with final evaluations.

3.20 DISQUALIFICATION OF BIDDERS

The Corporation, in its sole discretion, may exclude a Bidder from eligibility to submit Bids or a submitted Bid may be summarily rejected and returned to a Bidder where one of the following circumstances has occurred:

- a) The Bidder is or has been involved in Litigation with the Corporation, its elected officials, officers, or employees;
- b) The Bidder has failed to pay an amount owed to the Corporation when due and owing;
- c) There is documented evidence of poor performance, non-performance, or default by the Bidder in respect to any Contract;
- d) The Bidder has withdrawn its Bid on a previous Bid solicitation after Bids have been opened by the Corporation;
- e) The Bidder is in breach of Official Point of Contact clause in the tender process
- f) The Bidder or its personnel has demonstrated abusive behavior or threatening conduct towards the Corporation’s employees, agents, or representatives;
- g) The Bidder has been convicted of a criminal or quasi-criminal offence including but not limited to fraud or theft; or,
- h) The Bidder has been convicted of an offence pursuant to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Bidder for the health and safety of its workers or the general public.

For the purposes of this section, the Bidder shall be deemed to include any related entity and any partner, principal, director, or officer of such Bidder as well as any other legal entity with one or more of the same partners, principle(s), director(s) or officer(s).

SECTION 4
FORM OF TENDER

FORM OF TENDER

PUC SERVICES INC.
500 SECOND LINE E.
SAULT STE. MARIE, ON P6B 4K1

I/We the undersigned, having examined all the Contract documents, hereby agree to supply all labour, equipment and materials and to perform and complete all the work, all in accordance with the Contract documents including Addenda ____ to ____*(if any) and to the satisfaction of the PUC Services Inc. for the total Contract Price of:

_____/100 Dollars
13% HST EXTRA (\$_____)

* NOTE: INSERT NUMBERS OF ADDENDA INCLUDED. IF NONE, INSERT 0, 0.

We agree to commence work within five (5) days of a written order and to proceed continuously to the completion.

Sub-Contractors

We agree not to sublet any portion of the work other than those listed below:

<u>Name of Sub-Trade</u>	<u>Address of Sub-Contractor</u>	<u>Sub-Contractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF CONTRACTOR

WITNESS

ADDRESS

DATE

SIGNING OFFICER (PRINT NAME)

TELEPHONE NUMBER

SIGNING OFFICER (SIGNATURE)

EMAIL ADDRESS

SECTION 5

CONTRACT TERMS & CONDITIONS

CONTRACT TERMS & CONDITIONS

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GENERAL CONDITIONS

5.1 DEFINITIONS

- a) The contract documents shall consist of the Scope of Work, General Conditions, Tender Information, Form of Tender, Schedule of Tender Prices, Supplementary Specifications, Drawings, Agreement and Additional Agreements including all modifications incorporated in any of the documents before the execution of the agreement.
- b) *The Corporation* means PUC Services Inc.
- c) *The Administrator* means the person or persons designated by the Corporation to deal with all matters related to this contract.
- d) *The Contractor* means the person or corporation to whom the contract for the Work has been awarded.
- e) *Sub-Contractor* includes any person, firm or corporation having a contract with the Contractor for the execution of a part or parts of the Work included in the contract, and any person, firm or corporation furnishing material called for in the contract and works to a special design according to the drawings or specifications but does not include one who merely furnishes material not so worked.
- f) *Other Contractor* means any person, firm or corporation employed by or having a contract directly or indirectly with PUC Services Inc. other than through the Contractor.
- g) *The Work* includes the whole work, materials, matters and things required to be constructed, done or supplied, which are mentioned or referred to in the contract documents.
- h) Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

5.2 ADMINISTRATOR'S AUTHORITY

The Administrator shall decide all questions and disputes arising out of the contract documents relating to the performance of the Work or the interpretation of such contract documents, including all questions which he is expressly authorized hereunder to determine, and his decision shall be final and binding upon both parties.

5.3 DOCUMENTS

While the intention of the contract documents is to include all labour and materials necessary for the proper execution of the Work, it is not intended that materials or work not covered by or properly inferable from any heading, section or trade in the specifications shall be supplied unless shown on the drawings. Descriptions of materials or works in words which have well known technical, or trade meanings shall be held to have such meanings.

5.4 EMPLOYEES

The Contractor and any Sub-Contractor shall employ highly qualified workers to competently perform the task assigned to them, or for any other reason not prejudicial to the proper execution of the Contractor's obligations under the contract.

All persons in the employ of the Contractor or any Sub-Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by the contract, shall be paid fair wages and shall have hours of work in conformity with any Act of the Province of Ontario and any regulations under such Act that relate to wages, hours of work or other labor conditions.

5.5 SUPERINTENDENCE

The Contractor shall be responsible for and shall give adequate attention to the faithful prosecution and completion of the Work, and shall be represented on the site thereof continually during its progress by a competent superintendent and any necessary assistants, all satisfactory to the Administrator and such superintendent shall be authorized to act for or on behalf of the Contractor, and directions given to such superintendent shall be held to be given to the Contractor. The Superintendent shall not be changed except with the consent of the Administrator unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be employed. All superintendence costs shall be included in unit pricing.

5.6 INSPECTION OF WORK

The Administrator shall always have access to the Work wherever it is in preparation or progress and the Contractor shall provide adequate facilities for such access and for inspection. If the specifications, the Administrator's instructions, the Law, or the procedures of any public agency require any Work to be specially tested or approved, the Contractor shall give the Administrator timely notice of its readiness for inspection and, if the inspection is by a person or persons other than the Administrator, of the date and time fixed for such inspection. Inspections by the Administrator should be promptly made.

5.7 TERMINATION

The Corporation reserves the right to terminate this Agreement, or any part thereof, for its sole convenience, and without requirement of cause, by giving 7 days' notice of termination to the contractor.

5.8 DELAYS

If the Contractor is delayed in the completion of the Work by any act or neglect of the Corporation, the Administrator or any Other Contractor or any employee of any one of them or by changes ordered in the Work, then the time of completion shall be extended for such reasonable time as the Administrator may decide.

If the Contractor is delayed in the completion of the Work by labor disputes, strikes, lockouts (including lockouts decreed or recommended by a recognized Contractors' Association for its members of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties, the time of completion shall be extended for a period equal to the time lost due to such delays.

In addition, and without limit to the foregoing, the time of completion shall be extended because of any cause whatsoever which in the opinion of the Administrator justifies a delay, for such a reasonable length of time as the Administrator may decide. No such extension shall be

made for any delay unless the contractor provides a written request to the Administrator. In the case of a continuing cause of delay only one claim shall be necessary.

The Administrator shall not, except by written direction to the Contractor, Discharge of Liabilities, stop or delay any part of the Work pending decisions of proposed changes either by himself or by the Corporation.

5.9 THE CORPORATION'S RIGHT TO DO WORK AND TO TERMINATE CONTRACT

If the Contractor neglects or fails to commence Work within seven (7) days after the date of the Administrator's order to commence, or neglects or fails to prosecute the Work properly or perform any of his obligations under this contract, the Corporation may after five (5) days written notice to the Contractor and without prejudice to any other right or remedy he may have, make good such deficiencies and may deduct the costs thereof from the payment then or thereafter due to the Contractor, provided however, that the Administrator shall approve both such action and the amount charged to the Contractor.

If the Contractor:

- a) shall be adjudged as bankrupt, or make a general assignment for the benefit of his creditors, or commit any act of insolvency, or be the subject of the appointment of a receiver on account of his insolvency;
- b) refuses or fails (except in cases recited in General Condition 2.32), to supply enough properly skilled workers or proper materials after having received seven (7) days' notice in writing from the Administrator to supply additional workers or materials;
- c) fails to make prompt payment to Sub-Contractors or for material or labor;
- d) willfully contravenes or disregards any laws or ordinances relating to the Work;
- e) does not progress with the Work continuously and in such manner as to ensure, in the opinion of the Administrator, the entire completion of the Work within the time fixed for completion;
- f) abandons the Work; or
- g) otherwise breaches any of the provisions of the contract;

then in such event the Corporation, upon the certificate of the Administrator that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the contract, take possession of the premises and of all materials, tools and appliances there on, and finish the Work by whatever method he may deem expedient, but without undue delay or expense, and the Contractor and his Surety shall in every such case be liable for all loss, damage, expense, expenditures and costs which may be incurred by reason thereof.

In the event the Corporation acts pursuant to this section, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the amount due to the Contractor for Work performed to the date of Termination of the Contract shall exceed the expense of finishing the Work (including compensation for the Administrator's

additional services, and liquidated damages as provided for in the Agreement) such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Corporation and same may be collected by the Corporation as a debt due and owing him. All expenses incurred by the Corporation as herein provided shall be certified by the Administrator and the Administrator's Certificate in the respect shall be binding upon the parties and shall not be subject to arbitration.

5.10 EXTENSION OF TIME IS NOT A WAIVER

Neither any extension of time for any reason beyond the date fixed herein for the completion of the contract nor the payment for any portion of the Work shall be deemed to be a waiver by the Administrator of the Corporation of any rights under contract.

5.11 SUBCONTRACTORS

The Contractor agrees that the list of names of Sub-Contractors supplied by him to the Corporation in these tender documents is the list of Sub-Contractors proposed to be used to carry out those parts of the Work noted thereon, and he shall not employ any to whom the Administrator may reasonably object.

If the Administrator requires the change of any name on such list and the Work must be awarded to a higher bidder, the contract price shall be increased by the difference between the two bids.

The Contractor shall be fully responsible to the Corporation for the acts and omissions of his Sub-Contractors and of persons directly or indirectly employed by them, as for the acts and omissions or persons directly employed by him.

In view of this responsibility, the Contractor shall not be obliged to employ as a Sub-Contractor or supplier any person or firm to whom he may reasonably object.

The Contractor agrees to bind every Sub-Contractor by the terms of the contract documents so far as they may be applicable to his Work.

Nothing contained in the contract documents shall create any contractual relation between any Sub-Contractor and the Corporation.

5.12 JURISDICTION

This agreement will be governed by and construed in accordance with the laws of Ontario.

5.13 ASSIGNMENT

Contractor shall not assign the whole or any portion of this contract without the consent of the Corporation in writing. Such consent may be withheld for any reason.

5.14 ARBITRATION

Except for those circumstances where it is provided in the contract that the decision of the Corporation shall be final, any dispute or difference persisting after the delivery of the

Corporation's decision may be referred by either party to arbitration. Arbitration will be carried out in accordance with the Arbitration Act of Ontario, S.O. 1991, as amended.

Any arbitration award shall be final and binding upon the Parties.

5.15 NOTICE

Any notice, demand, approval, consent, information, agreement, offer, payment, request, or other communication (a "Notice") to be given under or in connection with this agreement shall be in writing and shall be given by personal delivery, courier, or email, addressed, or sent as set out below or to such other address or email address as may from time to time be the subject of a Notice:

If to the Corporation: as per the address in Clause 1, Tender Information

If to the Contractor: as per the address reported on the Form of Tender

Any Notice, if personally delivered or delivered by email, shall be deemed to have been validly and effectively given and received on the date of such delivery, and if sent by courier shall be deemed to have been validly and effectively given and received on the business day next following the day on which it was provided to the courier.

5.16 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall provide a staff person on site who is knowledgeable in the obligations of the Act and will ensure requirements of the Act are fully complied with. The Contractor shall indemnify and save the Corporation harmless from any additional expense that the Corporation may incur to have the Work performed because of the Contractor's failure to comply with the requirements of the Act and the Regulations.

5.17 WORKPLACE SAFETY & INSURANCE

The Contractor shall pay such assessments as will protect him and the Corporation from claims under the Workplace Safety & Insurance Act.

COMMERICAL CONDITIONS

5.18 CONTRACT DOCUMENTS

This Contract, together with the Tender Documents and the Bid, shall constitute the Contract Documents.

5.19 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any cause beyond its control, except labor disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last for longer than 30 days, the Corporation may terminate this agreement by notice to the Contractor without further liability, expense, or cost of any kind.

5.20 CONTRACTOR'S LIABILITY

The Contractor, his agents and all workers and persons employed by him or under his control including Sub-Contractors shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the Work. The Contractor shall be solely responsible for all damages by whomsoever claimable, including the Corporation, in respect of any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the Work or any part thereof, or by any neglect misfeasance or nonfeasance on the Contractor's part or on the part of any of his agents, workers or persons employed by him or under his control including Sub-Contractors. The Contractor shall bear the full costs thereof and shall at his own expense make temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement, and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the Work. The Contractor shall indemnify and save harmless the Corporation from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement, or based upon, occasioned by or attributed to any delay occasioned to any other Contractor wholly or partly by reasons of any fault of the Contractor.

5.21 INSURANCE

During the full term of this agreement the Contractor shall have and maintain Professional and General Liability Insurance acceptable to the Corporation.

5.22 INSURANCE CLAIMS

Insurance claims or such alleged claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit to the Administrator a copy of the claimant's release.

If the Contractor and/or his insurance company reject a claim or alleged claim, the Contractor shall report this fact in writing to the Administrator.

Should thirty (30) days elapse after the claim or alleged claim has been received by the Contractor and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Administrator the steps being taken with respect to the claim.

5.23 PATENT, COPYRIGHT AND TRADEMARK FEES

The Contractor shall pay all royalties and license fees and shall save the Corporation harmless from loss on account of suits or claims for infringement of patents, copyrights and trademarks in the doing of the Work.

5.24 DISCHARGE OF LIABILITIES

The Contractor shall discharge all liabilities incurred by him for labor, materials, and services, in connection with the performance of this contract on the date upon which each becomes due.

The Contractor shall cause each Sub-Contractor engaged in the performance of this contract to discharge all liabilities incurred by such Sub-Contractor for labor, materials, and services in connection with the performance of this contract.

At the request of the Corporation or the Administrator, the Contractor shall furnish evidence that his liabilities and those of his Sub-Contractors have been discharged. No payment to which the Contractor is otherwise entitled under this contract shall be made so long as he or any of such Sub-Contractors are in default under this section.

5.25 INDEMNIFICATION

Each party shall indemnify the other against all claims, demands, losses, costs, obligations liabilities that the Party may incur or suffer because of the other Party's breach of any agreement, covenant, or warranty in this Contract.

The Contractor shall submit to the Contractor's Representative all manufacturers' warranties.

5.26 COMPLETION

The deliverables detail out the completion timeline.

5.27 PAYMENT SCHEDULE

There is no payment schedule for this contract.

5.28 TERM OF CONTRACT

The executed contract shall commence after the contract is awarded on May 31st and all work shall be completed by June 30th, 2024.

HEALTH, SAFETY & ENVIRONMENT

5.29 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

The Contractor shall comply with the Workplace Hazardous Materials Information System (WHMIS) requirements as contained in the Occupational Health and Safety Act (OHSA).

5.30 PUC SERVICES INC. - CONTRACTOR MANAGEMENT PROGRAM

ISNetworld is now the Business Partner information management system for the Corporation. Therefore, if not already a subscriber, all Contractors that are brought in for final contract negotiations with PUC will be required to subscribe to ISNetworld (subscribe at www.ISN.com) and to furnish ISNetworld with the information requested by ISNetworld in connection with such subscription. Subscribing to ISNetworld and furnishing such information shall be a condition

precedent to the award of any contract by the Corporation unless otherwise waived by the Corporation in its sole discretion. There is a fee for this subscription which shall be paid by the Contractor.

The Contractor selected to be awarded this contract shall agree to maintain at their own expense a subscription with ISNetwork (www.ISN.com) for the duration of the Contract. The Contractor shall also furnish ISNetwork with any information requested by ISNetwork in connection with ISNetwork's evaluation of the Contractor. In the event that the Contractor's ISNetwork rating falls below Grade B the Contractor shall promptly take all steps necessary to improve the rating so that it is equal to a Grade B. If the Contractor does not improve such rating to a Grade B within 30 days after the issuance of the rating by ISNetwork, the Contractor shall be considered in material breach of the Contract. The Corporation makes no representation about the quality of services being performed by ISNetwork. The Corporation's use of ISNetwork in connection with the Project shall not constitute or be construed as the Corporation assuming responsibility or liability for safety under the Contract or at law, and does not relieve the Contractor from full compliance with its legal and contractual obligations. ISNetwork is an independent contractor, and any acts or omissions by ISNetwork shall not be considered an act or omission of the Corporation. ISNetwork is not an agent of the Corporation.

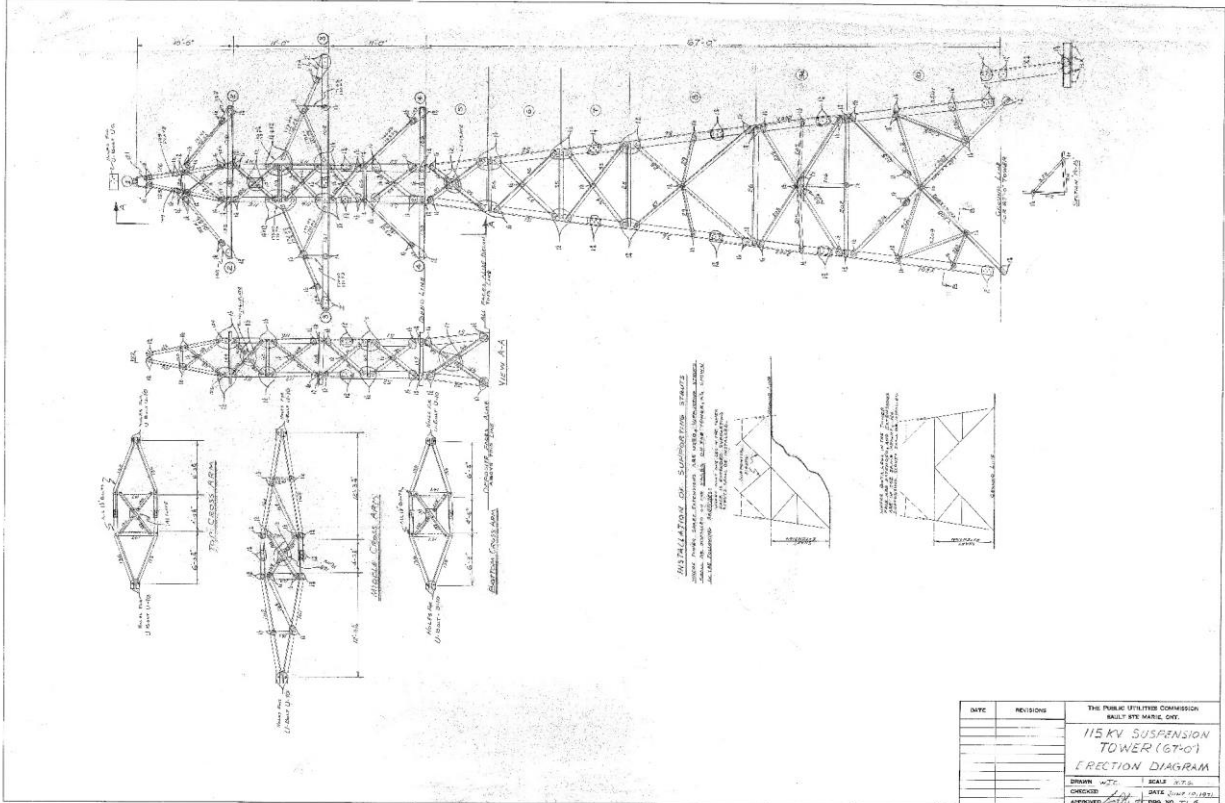
SECTION 6

SUPPORTING DOCUMENTS

6.1 DELIVERY AND OPENING OF TENDERS..... 26
6.2 ACCEPTANCE CLAUSE..... 26
6.3 PRICING..... 26

6.1 DRAWINGS

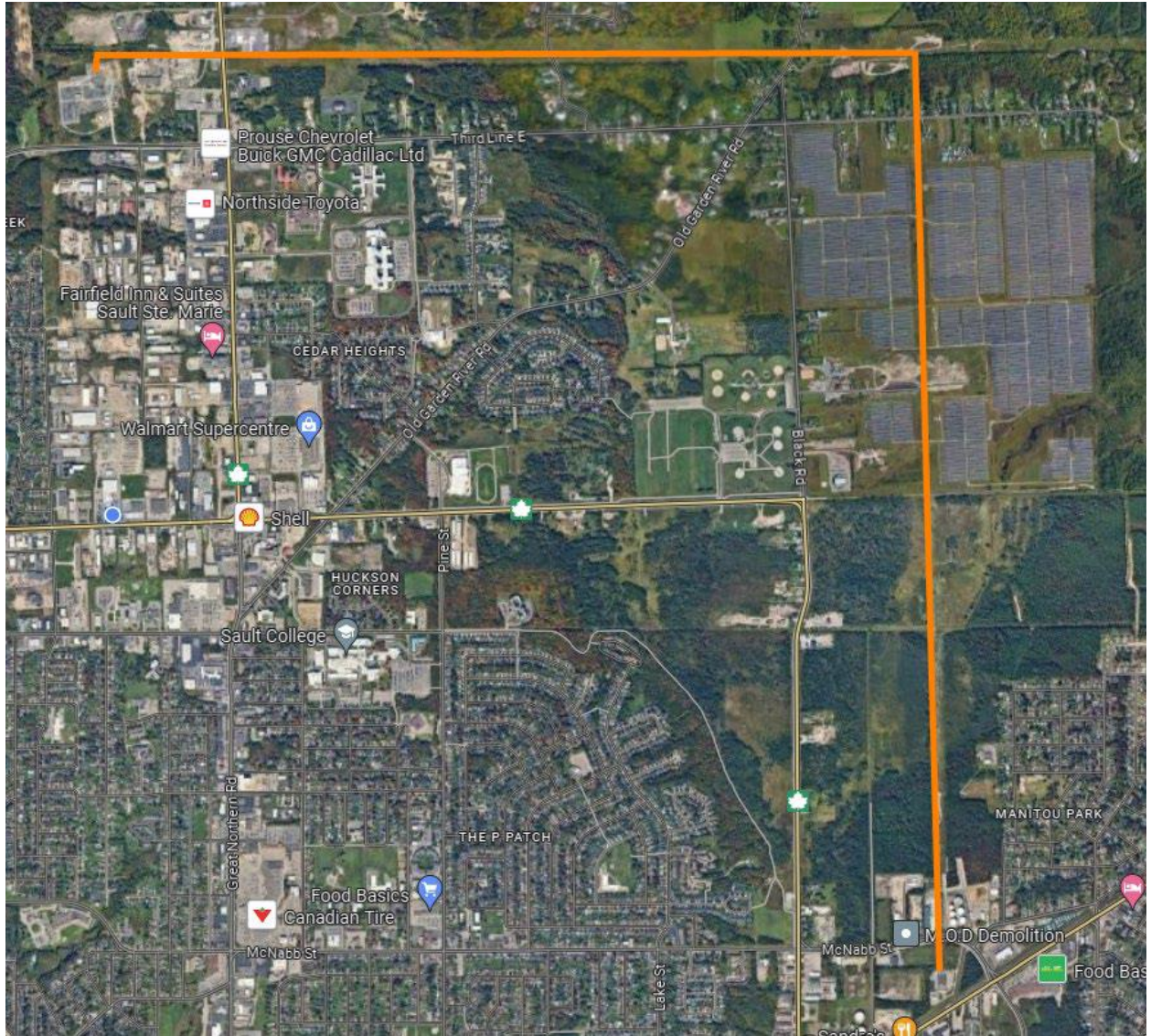
115kV Tower Diagram



6.2 SPECIFICATIONS

6.3 DOCUMENTS

Google Map Route of Transmission Line



SECTION 7
AGREEMENT

AGREEMENT

THIS Agreement made this _____ day of _____, 2024.

BETWEEN:

hereinafter called *The Contractor*

AND:

PUC SERVICES INC.

hereinafter called *The Corporation*

FOR RFP № 24 05 007 Transmission Tower Inspection

WITNESSETH that the Contractor agrees with the Corporation to perform all of the work in accordance with the Contract Documents referred to in the Tender of the Contractor dated the _____ day _____, 2024 which Contract Documents are hereby expressly made part of this Agreement, for the Total Contract Price of:

_____/100 Dollars
(\$ _____)

13% HST EXTRA (do not include tax in above price)

AND FURTHER the Corporation hereby agrees with the Contractor that in consideration of the work being performed by the Contractor as specified, that the Corporation shall pay the Contractor for the said work in accordance with the prices set out in the Form of Tender attached hereto, and in accordance with the provisions set out in the attached contract documents.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first written above.

EXECUTION BY CONTRACTOR:

EXECUTION BY:

PUC SERVICES INC.

COMPANY NAME

OFFICER

OFFICER

WITNESS

DATE

OFFICER

OFFICER

WITNESS

DATE