



THE CITY OF WINNIPEG

TENDER

TENDER NO. 241-2026

SUPPLY, DELIVERY AND INSTALLATION OF BUS SHELTERS

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	8
B16. Withdrawal of Bids	8
B17. Evaluation of Bids	8
B18. Award of Contract	8

PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Background	1
D3. Scope of Work	2
D4. Definitions	2
D5. Contract Administrator	3
D6. Accessible Customer Service Requirements	3
D7. Supplier Code of Conduct	3
D8. Unfair Labour Practices	4

Submissions

D9. Authority to Carry on Business	4
D10. Safe Work Plan	5
D11. Insurance	5
D12. Contract Security	5
D13. Subcontractor List	6
D14. Equipment List	6
D15. Detailed Work Schedule	7

Schedule of Work

D16. Commencement	7
D17. Delivery	8
D18. Critical Stages	8
D19. Total Performance	8
D20. Liquidated Damages	8
D21. Supply Chain Disruption Schedule Delays	9

Control of Work

D22. The Workplace Safety and Health Act (Manitoba) - Qualifications	9
--	---

D23. Safety	9
D24. Site Cleaning	10
D25. Inspection	10
D26. Deficiencies	10
Measurement and Payment	
D27. Invoices	11
D28. Payment	11
D29. Payment Schedule	11
Warranty	
D30. Warranty	11
Dispute Resolution	
D31. Dispute Resolution	11
Third Party Agreements	
D32. Funding and/or Contribution Agreement Obligations	12
Form J: Subcontractor List	15
Form K: Equipment	16
Form L: Detailed Work Schedule	17
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Goods Specifications	1
E3. Completion of Work	4
E4. Traffic Control	4
E5. Approved Products	4
E6. Site addresses and Drawings	5
E7. Shelter Drawings and Measurements	6

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Supply, Delivery and Installation of Bus Shelters

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 13, 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 view the Site without making an appointment.

B3.2 The Bidder is advised that the site may be covered with snow or gravel until end of April.

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 nature of the surface and subsurface conditions at the Site;
- (b) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (c) the nature, quality or quantity of the Plant needed to perform 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 their Bid or the performance of the Work.

B3.5 The Site locations are available on E6.

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 twenty (20) 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 five (5) 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 its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- 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 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- 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.

B10.5.1 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) Enseicom – shelter frame specifications.
- (b) Day Tech Limited – shelter frame specifications.
- (c) PAL Plastics Inc. – polycarbonate specifications.
- (d) Security Glass – polycarbonate specifications.
- (e) ProtectAll - polycarbonate specifications.
- (f) Tricomm Manufacturing – polycarbonate specifications.
- (g) Laird Plastics - polycarbonate specifications.
- (h) Rockglass - polycarbonate specifications.

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; and

- (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 D6).

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 <https://accessibilityymb.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 three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13.8 All Bidders not included in the list of Disclosure B11.2; shall provide, upon request of the Contract Administrator, lab tests related to the approval of the material within 5 Business Days of the date of the request.

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 executed and the contract security have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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; and
 - (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;
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract; or
 - (f) The Bidder replaces the subcontractor after the bid submission deadline.
- B18.3 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.
- B18.4 Further to Paragraph 6 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Bidder.
- B18.4.1 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Bidder electronically.
- 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C1.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 Through various contracts, outside the scope of this Tender, Winnipeg Transit has completed the construction of new concrete bus stop platforms at nine (9) locations throughout the City sized to accommodate 8'x15' bus stop shelters (See Type 1 Shelter in E6.1).

Through this Tender, Winnipeg Transit is looking for services to supply and install shelters at these nine (9) locations.

At seven (7) of these sites, electrical power supply including underground conduit and connection to a Manitoba Hydro power pedestal has already been provided. Power provided to these sites is intended to allow for the use of automatic/accessible door openers and heaters for new shelters provided through this contract.

The locations of these completed bus stop platforms are listed in the following table.

No.	Location	Intersection Corner	Power Connection
1	Centre Street at North Town Road	Southeast	Yes
2	Bison Drive at Barnes	Southwest	Yes
3	Ness Avenue at Sturgeon Road	Southwest	Yes
4	Adsum Drive at Jefferson Avenue	Southwest	Yes
5	Ellice Avenue at St. James Street	Southwest	Yes
6	Sage Creek Drive at Burning Glass Road	Northwest	Yes
7	EB Carriere, F/S St. Mary's.	Southeast	Yes
8	Lakewood Drive ~140 meters north of Abinoji Mikanah	Northeast	No
9	Lakewood Drive ~140 meters north of Abinoji Mikanah	Northwest	No

The intent of this contract is to supply and install heated bus shelters to these locations. For locations 1-7 in the table above, installation will also include completing power connections from the new shelter to the existing power pedestal to enable the use of automatic/accessible door and interior heaters. At the remaining two locations without power, the intent is install shelters, where the City may provide power at a future date, outside the scope of this contract.

Additionally, Winnipeg Transit is looking for supply and delivery of fifteen (15) 5'x11' shelters (See Type 2 Shelter in E6.2). These would be delivered to the Winnipeg Transit yard at 421 Osborne Street, Winnipeg, MB. The expectation is that the components for these shelters would be delivered to Winnipeg Transit. Assembly and installation of these Type 2 Shelters is outside the scope of this contract.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of supply, delivery and installation of bus shelters in the City of Winnipeg.
- D3.2 The major components of work are described in the following table:
- (a) Supply, assembly, and installation of nine (9) 8'x15' Type 1 Shelters including electrical components and connection to existing Manitoba Hydro power pedestals; and
 - (b) Supply of fifteen (15) 5'x11' Type 2 Shelters to the Winnipeg Transit yard at 421 Osborne Street, Winnipeg, MB.
- D3.3 Specifications for 8 x 15 feet Type 1 Shelters are provided in E2.2
- D3.4 Specifications for 5 x 11 feet Type 2 Shelters are provided in E2.3.
- D3.5 Further to D3.2(a), two (2) shelter locations on Lakewood Boulevard, do not require connection to existing Manitoba Hydro power pedestals.
- D3.6 Site layout plans for the completed concrete bus stop platforms including electrical diagrams are included in E6.2.
- D3.7 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2026.
- D3.7.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D3.8 Notwithstanding D3.1, 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.
- D3.9 Further to D3.2, the Contractor shall provide shop drawings for Type 1 and Type 2 Shelters for approval by the Contract Administrator prior to fabrication, delivery, and installation.
- D3.10 Further to D3.2, the Contractor shall be responsible for the installation and connection of electrical heater with Manitoba Hydro.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"Division of Scope"** means a table showing which installation tasks are subcontracted and which are done by the contractor.;
 - (b) **"Reference Letters"** means a formal written statement in which one company or business professional confirms the credibility, reliability, performance, or business relationship of another business, supplier, or contractor.
 - (c) **"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;

- (d) **"Type1 Shelter"** refers to a bus shelter with approximate plan view dimensions of 8'x15' described in E6.1.
- (e) **"Type 2 Shelter"** refers to a bus shelter with approximate plan view dimensions of 5'x11' described in E6.2.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Caleb Olfert
Project Manager - Transit Infrastructure
Telephone No.: 204-430-8038
Email Address: colfert@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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

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

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

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

D7. SUPPLIER CODE OF CONDUCT

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

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

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

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 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.
- D8.3 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.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C16.
- D8.5 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.
- D8.5.1 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.
- D8.5.2 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.
- D8.5.3 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

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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>
- D10.3 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.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg and Manitoba, its Ministers, officers, employees and agents added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability, sudden and accidental pollution liability coverage and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) 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) an all risks Installation Floater carrying adequate limits to cover all supplies and/or materials intended to form party of any installation.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D11.4 All subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D11.1(a) and D11.1(b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, the Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work by the Subcontractor

D12. CONTRACT SECURITY

- D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D12.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca//media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4833/>
- (b) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca//media/4931/>

D12.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.2(b).

D12.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City’s request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D12.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D12.1.5 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D12.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

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 five (5) Business Days upon request of the Contract Administrator 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. DETAILED WORK SCHEDULE

- D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule 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.
- D15.2 All dates and time periods in the detailed work schedule shall be consistent except that:
- (a) the Contractor may adjust fixed dates proposed on Form L: Detailed Work Schedule, by not more than the difference between the aforementioned assumed and actual dates;
 - (b) the work shall be completed within the timeframe of this contract.
- D15.3 The detailed work schedule shall consist of the following:
- (a) Address of each Site based on E6.
 - (b) a critical path method (C.P.M.) schedule for the Work;
 - (c) a Gantt chart for the Work based on the C.P.M. schedule; and
- all acceptable to the Contract Administrator.
- D15.4 Further to D15.3(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D15.5 Further to D15.3(c), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

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 fabrication work until drawings are approved by the Contract Administrator.
- D16.3 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 D9;
 - (ii) evidence of safe work plan as specified in D10;
 - (iii) evidence of the workers compensation coverage specified in C6.18;
 - (iv) evidence of the insurance specified in D11;
 - (v) evidence of contract security as specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the equipment list specified in D14;
 - (viii) the detailed work schedule specified in D15; and
 - (ix) the direct deposit application form specified in D28.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D16.4 The Contractor shall commence the Work on the Site within ninety (90) Working Days of receipt of the notice of award.
- D16.5 The City intends to award this Contract by May 29, 2026.

D16.5.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D17. DELIVERY

D17.1 Type 2 Shelters shall be delivered by November 30, 2026, f.o.b. destination, freight prepaid to:

Winnipeg Transit
421 Osborne Street,
Winnipeg, MB R3L 2A2

D17.2 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.

D17.3 Goods shall be delivered between 7:00 a.m. and 2:00 p.m. on Business Days.

D17.4 The Contractor shall off-load goods as directed at the delivery location.

D18. CRITICAL STAGES

D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) The contractor shall provide drawings for Type 1 Shelters, Type 2 Shelters, and proposed bench product for approval by the Contract Administrator prior to fabrication of Type 1 or Type 2 Shelters (see E7.1 and E7.2 respectively);
- (b) The Type 1 Shelters shall be installed at the locations identified in E6 By October 15, 2026;
- (c) The Type 2 Shelters shall be delivered to Winnipeg Transit yard (421 Osborne Street) by November 30, 2026.

D19. TOTAL PERFORMANCE

D19.1 The Contractor shall achieve Total Performance by November 30, 2026.

D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

D20.1 If the Contractor fails to achieve Critical Stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Type 1 Shelter Installation - One Thousand Five Hundred dollars (\$1,500);
- (b) Type 2 Shelter Delivery - One Thousand dollars (\$1,000).

D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages or Total Performance by the days fixed herein for same.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D21.1 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.

D21.2 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.

D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D21.4 For any delay related Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D21.5 The Work schedule, including the durations identified in D18 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D21.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D22.1 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.

D23. SAFETY

D23.1 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.

D23.2 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.

D23.3 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;

D24. SITE CLEANING

- D24.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D24.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D24.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.
- D24.1.3 the Winnipeg Transit Project Manager will conduct the completion of the Contractor's installation inspection.

D25. INSPECTION

- D25.1 Further to C11, before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D25.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.
- D25.3 Further to D18.1, the Contract Administrator shall inspect the completion of each site as the Contractor's complete based on D15.

D26. DEFICIENCIES

- D26.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.1(b), all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D27. INVOICES

D27.1 Further to C12, the Contractor:

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

D28. PAYMENT

D28.1 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.

D29. PAYMENT SCHEDULE

D29.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D30. WARRANTY

D30.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D31. DISPUTE RESOLUTION

D31.1 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 D31.

D31.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D31.3 The entire text of C21.5 is deleted, and amended to read:

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

D31.4 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.

D31.4.1 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.

D31.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D31.4.3 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.

D31.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D31.4.3, 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

D32. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D32.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D32.2 For the purposes of D32:

- (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.

D32.3 Indemnification By Contractor

D32.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D32.3.2 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
- 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.

D32.4 Records Retention and Audits

D32.4.1 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.

D32.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D32.4.1 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.

D32.5 Other Obligations

D32.5.1 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.

D32.5.2 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.

D32.5.3 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.

D32.5.4 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.

D32.5.5 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.

D32.5.6 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 K: EQUIPMENT
(See D14)

SUPPLY, DELIVERY AND INSTALLATION OF BUS SHELTERS

<p>1. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM L: DETAILED WORK SCHEDULE
(See D15)

SUPPLY, DELIVERY AND INSTALLATION OF BUS SHELTERS

For each item of Work, indicate the proposed date that each cumulative percentage to be completed will be achieved.					
Items of Work	Percentage of Work Completed				
	Start	25%	50%	75%	100%
8 x 15 feet shelters with electrical service					
8 x 15 feet shelters with no electrical service					
5 x 11 feet shelters with no electrical service					

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. GOODS SPECIFICATIONS

- E2.1 The Contractor shall supply, deliver and install bus shelters in accordance with the requirements hereinafter specified.

- E2.2 **Type 1 Shelter: 8 x 15 feet with Electrical Service** shall be as follows (See rendering at E7.1):

(a) Aluminum construction:

- (i) Screws and/or fasteners shall be of a material suitable for use in aluminum construction (it shall not bind or corrode);
- (ii) Posts, roof frames, skirting shall be powder coated;
- (iii) Colour of posts and roof frames shall be Metallic Silver number 449/91170.

(b) Roof:

- (i) Domed with tinted polycarbonate roof panels;
- (ii) 3/16 inch cold-formed polycarbonate roof panels;
- (iii) Current panels are semi-transparent with a slight green tint;
- (iv) Louvers on the gable ends;
- (v) Height from ground level to roof line;
- (vi) 83-1/2 inch height of column;
- (vii) Height at peak of roof;
- (viii) 103-7/32 inch from ground to peak of roof.

(c) Posts:

- (i) Current Height: 83-1/2 inches.

(d) General Dimensions of Shelter:

- (i) 155-7/8 inches in length from centres of perimeter posts;
- (ii) 84 inches in depth from centres of perimeter posts;
- (iii) Does not need to be exact. Will change with different diameters of posts;
- (iv) In general, the dimension of the footprint of the shelter including roof overhangs shall be approximately 8 x 15 feet;
- (v) Shall come with galvanized steel adjustable legs (stubs), that slide into columns to adjust level of the shelter structure.

(e) Polycarbonate Wall Glazing:

- (i) Should come with (+/-1/8 inch) or 12 mm (+/-1mm) polycarbonate installed.
- (ii) Finished edges;
- (iii) UV resistance conform ANSI Z97.1-2015;
- (iv) Solvent resistance confirm ASTM D543-21;
- (v) UL94 flammability conformity;

- (vi) Must be "square", i.e. no curving or arches;
- (vii) 12 x (35-1/2 inches x 80-5/8 inches x 1/2 inches thick [12mm]);
- (viii) 2 x (41-7/16 inches X 79-1/2 inches x 1/2 inches thick [12mm]);
- (ix) Alternative: A combination of 44 inches x 82 inches and 28 inches x 82 inches panes. This would allow us to reduce the number of dimensions of glazing we must keep in stock;
- (x) Shall come with blue safety stripe across all panes of glazing at approximately 36 inches up from the bottom of the pane and aligned with all panes.
- (xi) It must withstand 60 joules of impact force.

(f) Doors:

- (i) Shall come with one manual door, and;
- (ii) Shall come with one automatic door which shall come with door actuator and push-buttons mounted to posts (one interior, one exterior);
- (iii) 120V, 3 amp drain, low voltage wiring to the buttons;
- (iv) Both doors must be front-facing.

(g) Dimensions:

- (i) 1/2 inches (+/-1/8 inch) or 12 mm (+/-1mm) polycarbonate with blue safety stripe;
- (ii) 35-3/4 inches x 76-7/8 inches x 1/2 inches thickness (12mm), holes bored 3 inches on centre off the edge;
- (iii) Shall come with door sweeps;
- (iv) Shall come with door props mounted to the outside so door can be propped open.

(h) Benches:

- (i) Shall come with two benches. Current design is perforated stainless steel construction.

(i) General Electrical:

- (i) Power supply for pedestal;
- (ii) 240V, single phase, 100 amps;
- (iii) Check with Electrician if 200 amp is the minimum requirement due to underground wiring;
- (iv) Wiring shall be appropriate for outdoor application throughout.

(j) Heaters:

- (i) 240V, 2000 watts, Stelpro ALUX #324202;
- (ii) Located under benches.

(k) Lighting:

- (i) Shall come with LED strip lighting mounted between roof fins, 120V;
- (ii) Shall come with white polycarbonate diffusers.

E2.3 Type 2 Shelter: 5 x 11 feet shall be as follows (See rendering at E7.2):

(a) Aluminum construction:

- (i) Screws and/or fasteners shall be of a material suitable for use in aluminum construction (i.e. will not bind or corrode);
- (ii) Posts, roof frames shall be powder coated;
- (iii) Colour of posts and roof frames shall be Metallic Silver number 449/91170.

(b) Roof:

- (i) Domed with tinted polycarbonate roof panels;
- (ii) 3/16 inches cold-formed polycarbonate roof panels;
- (iii) Current panels are semi-transparent with a slight green tint;

- (iv) Height from ground level to roof line;
- (v) 87-1/4 inches height of column;
- (vi) Height at peak of roof;
- (vii) 92-19/32 inches from ground to peak of roof.

(c) Posts:

- (i) Height: 81 inches.

(d) General Dimensions of Shelter:

- (i) 120-7/8 inches in length from centres of perimeter posts;
- (ii) 48-3/4 inches in depth from centres of perimeter posts;
- (iii) Does not need to be exact. It will change with different diameters of posts;
- (iv) In general, the dimension of the footprint of the shelter including roof overhangs shall be approximately 5 x 11 feet;
- (v) Shall come with galvanized steel adjustable legs (stubs), that slide into columns to adjust level of the shelter structure.

(e) Polycarbonate Wall Glazing:

- (i) Should come with (+/-1/8 inch) or 12 mm (+/-1mm) polycarbonate installed;
- (ii) Finished edges;
- (iii) UV resistance conform ANSI Z97.1-2015;
- (iv) Solvent resistance confirm ASTM D543-21;
- (v) UL94 flammability conformity;
- (vi) Must be "square", i.e. no curving or arches;
- (vii) 5 x (44 inches x 82 inches x 1/2 inches thick [12mm]);
- (viii) 2 x (28 inches x 82 inches x 1/2 inches thick [12mm]);
- (ix) Shall come with blue safety stripe across all panes of glazing at approximately 36 inches up from the bottom of the pane and aligned with all panes.
- (x) It must withstand 60 joules of impact force.

(f) Benches:

- (i) Shall come with one bench;
- (ii) Current design is composite slats (2 inches x 4 inches x 48 inches, quantity 3) on a stainless steel frame.

E3. COMPLETION OF WORK

E3.1 The Contractor shall complete the work within the specified time provided on D19.1.

E4. TRAFFIC CONTROL

E4.1 Further to 3.6, 3.7 and 3.8 of CW 1130:

- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
- (c) In addition, the Contractor shall be responsible for supplying, removing, placing and maintaining all regulatory signing including but not limited to:
 - (i) Parking restrictions;
 - (ii) Stopping restrictions;
 - (iii) Turn restrictions;
 - (iv) Diamond lane removal;
 - (v) Full or directional closures on a Regional Street;
 - (vi) Traffic routed across a median;
 - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.

E4.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

E4.3 Further to E4.1(c) and E4.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

E4.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.

E4.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E5. APPROVED PRODUCTS

E5.1 Subject to E2.1, the following products are approved;

- (a) Polycarbonate Wall Glaze:**
 - (i) Lexan MR10 Polycarbonate.
 - (ii) Hammerglass Polycarbonate.
 - (iii) Tuffak AR Glazing Polycarbonate.

- (iv) AZCarb GP Polycarbonate.
- (v) Rockglass Polycarbonate.
- (vi) Jinan Alands Polycarbonate.

E6. SITE ADDRESSES AND DRAWINGS

E6.1 Site addresses and drawings:

No.	Location	Intersection Corner
1	Centre Street at North Town Road	Southeast
2	Bison Drive at Barnes	Southwest
3	Ness Avenue at Sturgeon Road	Southwest
4	Adsum Drive at Jefferson Avenue	Southwest
5	Ellice Avenue at St. James Street	Southwest
6	Sage Creek Drive at Burning Glass Road	Northwest
7	EB Carriere, F/S St. Mary's.	Southeast
8	Lakewood Drive ~140 meters north of Abinoji Mikanah	Northeast
9	Lakewood Drive ~140 meters north of Abinoji Mikanah	Northwest

E6.2 Further to E6.1, the following site drawings are applicable to the Work:

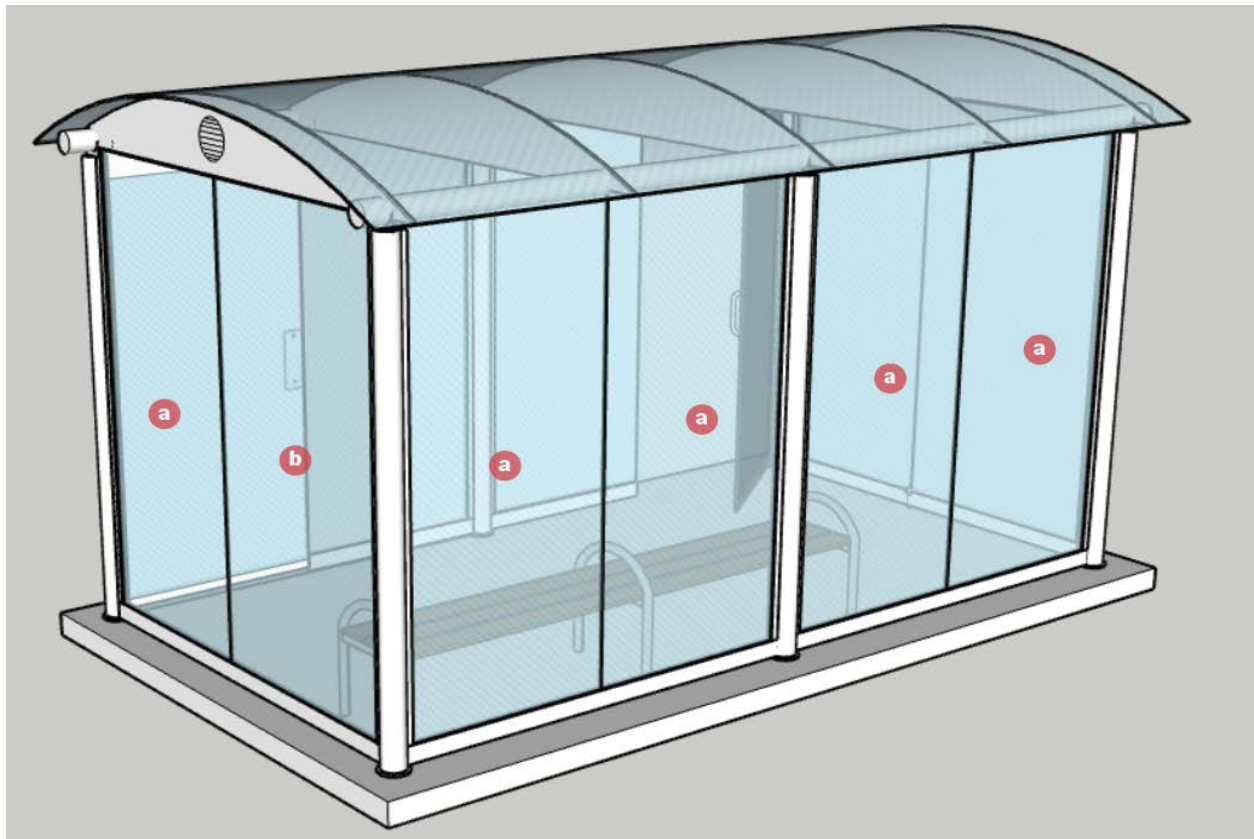
Drawing No.	Drawing Name/Title
L2-R3	241-2026 Drawing L2-R3
L3-R3	241-2026 Drawing L3-R3
L4-R3	241-2026 Drawing L4-R3
CA0017599.2194-28-R3, E1.0-R0, E3.0-R0.	241-2026 Drawings CA0017599.2194-28-R3, E1.0-R0, E3.0-R0
24-9227-B2-R2, 24-9227-B3-R2	241-2026 Drawings 24-9227-B2-R2, 24-9227-B3-R2

E7. SHELTER DRAWINGS AND MEASUREMENTS

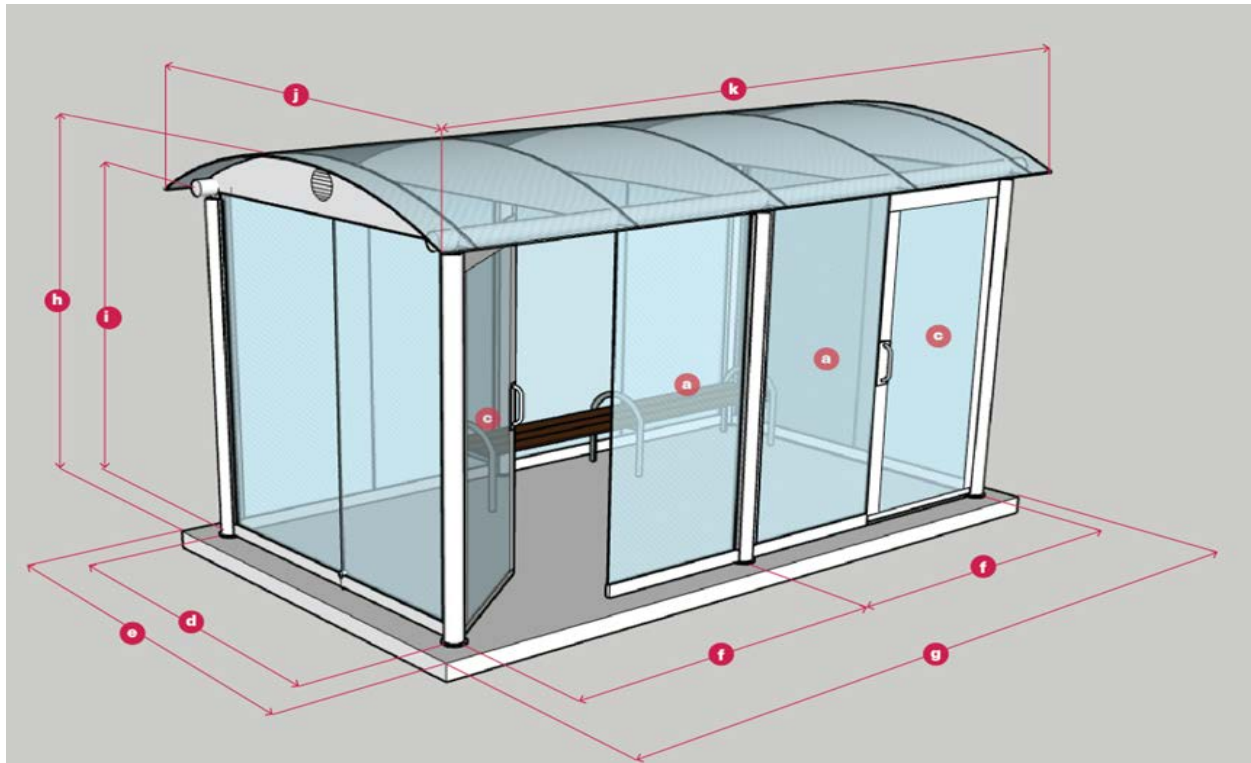
E7.1 Type 1 Shelter 8 x 15 feet

Letter	Description	Imperial (+/-1/8 inch)	Metric (+/-1mm)
a	Panel	35 1/2 inches x 79 1/4 inches	901.7 × 2013.0 mm
b	Panel	41 7/16 inches x 79 1/4 inches	1052.5 × 2013.0 mm
c	Door with frame an all four sides	35 1/2 inches x 79 1/4 inches	901.7 × 2013.0 mm
d	Column center to center	84 inches	2133.6 mm
e	Platform width	108 inches	2743.2 mm
f	Column center to center	77 15/16 inches	1979.6 mm
g	Platform length	179 7/8 inches	4568.8 mm
h	Total Height	103 7/32 inches	2621.8 mm
i	Beam Height	88 15/16 inches	2259.0 mm
j	Roof width	96 inches	2438.4 mm
k	Roof Length	170 3/16 inches	4322.8 mm

Picture 1: Back of Type 1 Shelter 8 x 15 feet



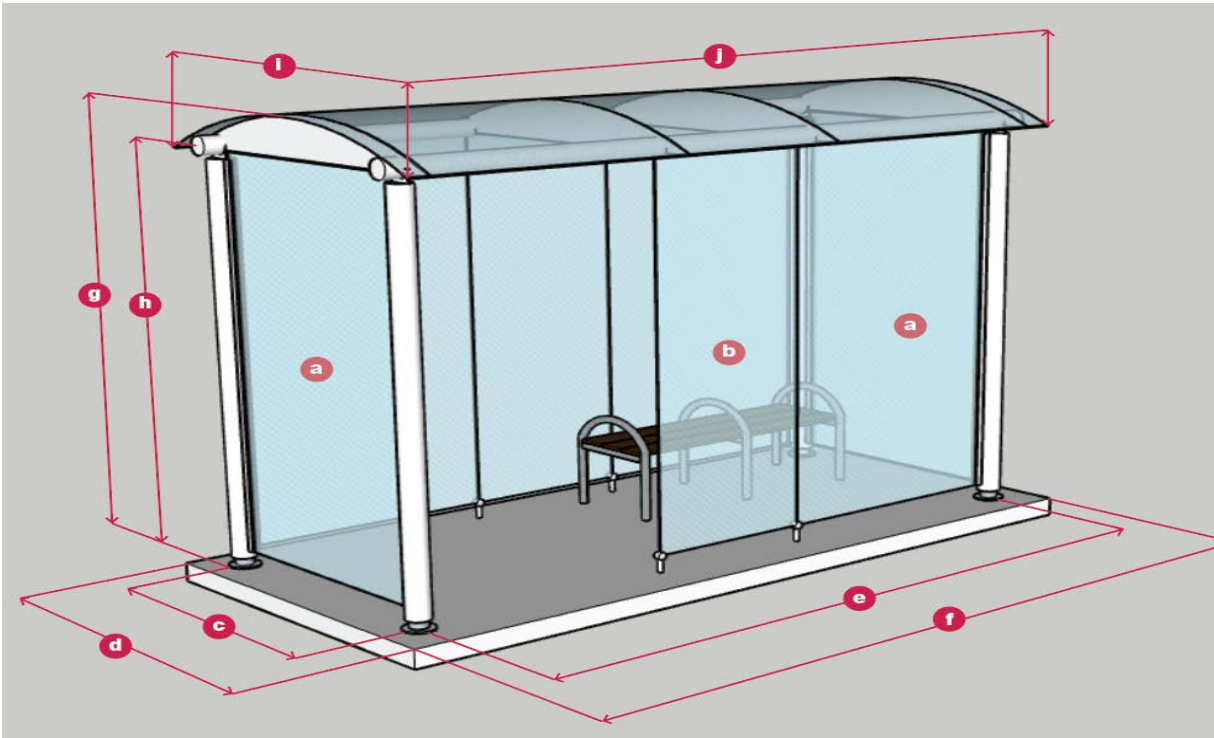
Picture 2: Front of Type 1 Shelter 8 x 15 feet



E7.2 Type 2 Shelter 5 x 11 feet

Letter	Description	Imperial	Metric (+/-1)
a	Panel	44 inches x 82 inches	1117.6 × 2082.8 mm
b	Panel	28 inches x 82 inches	711.2 × 2082.8 mm
c	Column center to center	48 ¾ inches	1238.3 mm
d	Platform width	62 7/8 inches	1597.0 mm
e	Column center to center	120 7/8 inches	3069.2 mm
f	Platform length	138 inches	3505.2 mm
g	Total Height	92 19/32 inches	2351.1 mm
h	Beam Height	87 1/4 inches	2216.2 mm
i	Roof width	64 inches	1625.6 mm
j	Roof Length	138 inches	3505.2 mm

Picture 3: Front of Type 2 Shelter 5 x 11 feet



Picture 4: Back of Type 2 Shelter 5 x 11 feet

