

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 714-2026

LIVING PRAIRIE MUSEUM DIGITAL ROAD SIGN

TABLE OF CONTENTS

PART A - PROPOSAL 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. Proposal Submission 3
B9. Proposal (Section A) 4
B10. Prices 5
B11. Component Descriptions 5
B12. Disclosure 5
B13. Conflict of Interest and Good Faith 5
B14. Qualification 7
B15. Opening of Proposals and Release of Information 8
B16. Irrevocable Offer 8
B17. Withdrawal of Offers 8
B18. Interviews 8
B19. Negotiations 8
B20. Evaluation of Proposals 9
B21. Award of Contract 10

PART C - GENERAL CONDITIONS

C0. General Conditions 1

PART D - SUPPLEMENTAL CONDITIONS

General
D1. General Conditions 1
D2. Background 1
D3. Scope of Work 1
D4. Site Investigation Due Diligence and Risk 1
D5. Contract Administrator 2

Submissions
D6. Authority to Carry on Business 2
D7. Safe Work Plan 2
D8. Insurance 2
D9. Contract Security 3
D10. Subcontractor List 4
D11. Detailed Work Schedule 4
D12. Requirements for Site Accessibility Plan 5

Schedule of Work
D13. Commencement 6
D14. Critical Stages 6
D15. Total Performance 6
D16. Liquidated Damages 6

Control of Work
D17. Prime Contractor – The Workplace Safety and Health Act (Manitoba) 7
D18. The Workplace Safety and Health Act (Manitoba) – Qualifications 7
D19. Safety 7

D20. Site Cleaning 8
D21. Inspection 8
D22. Deficiencies 8

Payment
D23. Payment Schedule 8

Warranty
D24. Warranty 8

Indemnity
D25. Indemnity 9
Form J: Subcontractor List 10

PART E - SPECIFICATIONS

General
E1. Applicable Specifications and Drawings 1
E2. Existing Services and Utilities 1
E3. Access To Site 1
E4. Permits, Notices, Licenses, Certificates, Laws and Rules 1
E5. Damage to Existing Structures, Prairie and Property 2
E6. Pedestrian Safety And Traffic Management 2
E7. Protection of the Survey Infrastructure 2
E8. Digital Sign 3

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Living Prairie Museum Digital Road Sign

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 16, 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 Contract Administrator or an authorized representative will be available at the Site at 10:00 am on September 1st, 2026 to provide Proponents access to the Site.

B3.2 The Proponent is advised that:

(a) This Site contains sensitive native tall grass prairie. The Proponent shall strictly limit all on-site activities to approved work areas and protect all native prairie from disturbance. No access is permitted within the prairie areas. Any damage or disturbance shall be remediated at the Proponent's expense, in consultation with the City Naturalist(s).

(b) Due to the above site condition and the protected habitat area, trenching, ditching and excavating are not permissible; the use and storage of construction vehicles, heavy equipment and/ or materials are also not allowed. The Proponent is responsible for evaluating and determining appropriate locations for construction vehicles and heavy equipment including but not limited to drilling rigs as required for directional drilling and lifts as require for the signage installation.

(c) The intent is to re-use the existing steel post and pile supports for the new sign. The Proponent is responsible for assessing and evaluating the suitability of the existing steel post and pile supports for the new digital sign. Considerations for signage dimensions, weight and wind loads are expected.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal 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.

B4. ENQUIRIES

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

B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3.4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 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 Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or

(b) becomes publicly known other than through the Proponent; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B3.4, 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 Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent 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 Substantial Performance and 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 Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B20.

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. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

(a) Form A: Bid/Proposal;

(b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

(a) Component Description, in accordance with B11;

B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

B9.1 The Proponent 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 Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;

(b) if the Proponent is a partnership, the full name of the partnership shall be inserted;

(c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

(d) if the Proponent 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 Proposal 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 Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

(a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;

(b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

(c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

(d) if the Proponent 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 Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.

B11. COMPONENT DESCRIPTIONS

B11.1 The Proponent should submit component description, data sheets and technical references outlining specifications and typical installation methods of signage components.

(a) Components descriptions expected to include but not be limited to:
  (i) Software description
  (ii) Commissioning and training
  (iii) Ongoing technical support
  (iv) Sign dimensions
  (v) Weight of complete sign assembly
  (vi) Wind load information
  (vii) Fastening methodology
  (viii) Digital Sign Manufacturer and model number
  (ix) Display technology
  (x) Product literature and technical specifications
  (xi) Pixel pitch
  (xii) Brightness rating

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

(a) Electra Sign – budget costing

(b) SRS Signs – budget costing

(c) Fastsigns – budget costing

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Further to C3.3, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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 Proposals or award of the Contract; or

(ii) compromise, impair or be incompatible with the effective performance of a Proponent'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 RFP process or the Project; or

(f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with their Proposal, each entity identified in B13.2 shall:

(a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

(b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP 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.

B13.4 Without limiting B13.3, 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 Proponent 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.

B13.5 Without limiting B13.3, 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 Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;

(b) perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;

(c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and

(d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B14. QUALIFICATION

B14.1 The Proposal shall comply with City of Winnipeg signage by-law for the Digital Static Copy sign requirements.

B14.2 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B14.3 The Proponent 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.

B14.4 The Proponent 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; and

(c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

(d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.6 and C6.19).

B14.5 Further to B14.4(c), should the Total Bid Price exceed $100,000.00, the Proponent shall within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /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 available at http://www.winnipeg.ca/matmgt/Safety/default.stm.

B14.6 Further to B14.4(d), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at

https://accessibilitymb.ca/resources-events-and-training/online-training.html for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B14.7 The Proponent 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 Proponent and of any proposed Subcontractor.

B14.8 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B15.3 The Proponent is advised any information contained in any Proposal Submission 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).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

(a)	compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom:	(pass/fail)
(b)	qualifications of the Proponent and the Subconsultants, if any, pursuant to B14:	(pass/fail)
(c)	Total Bid Price;	10%
(d)	Component Descriptions	90%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.5 Further to B20.1(c) the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.3.

B20.7 Further to B20.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B20.7.1 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.

B20.8 Further to B20.1(d) Component Descriptions shall be evaluated with a weighting of 90 points out of a total of 100 possible points as per B11.

B20.8.1 The Proposal shall be evaluated on the following criteria:

(a) Ease of operation, use and reliability (maximum 40 points):
  (i) Simplicity and user-friendly nature of the display software (maximum 20 points).
  (ii) Inclusion of comprehensive training and commissioning (maximum 10 points).
  (iii) Access to immediate and ongoing technical support (maximum 10 points).

(b) Sign suitability relative to existing posts and pile supports (maximum 30 points):
  (i) Confirmation that existing post and pile supports are structurally adequate for the proposed sign dimensions, weight and wind loads of the full assembly (maximum 10 points).
  (ii) Inclusion of fastening methods and compatibility with existing posts complete with hardware specifications (maximum 10 points).
  (iii) Proposal of alternate solutions including additional costs if existing posts and pile supports are deemed unsuitable for re-use (maximum 10 points).

(c) Digital display and quality (maximum 20 points):

(i) Provisions of accompanying literature and technical specifications ensuring that the digital display meets high standards of quality (maximum 5 points).

(ii) Digital display brightness; anti-glare coating; pixel pitch; weather resistance; temperature range; structural integrity; vandal proofing; and energy efficiency to typical high quality industry standards for an exterior digital display sign in this location and climate (maximum 15 points).

B20.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, 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 Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B21.3.1 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B21.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B21.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B21.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B21.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Construction* (Revision 2025-11-01) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .

C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 Per the scope of work as stated below the intent is to retain the existing posts for re-use. While it is the responsibility of the successful proponent to site verify the suitability of the existing structure, Concept Drawings of the existing sign are provided for use as refence and information only

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the supply and installation of a double-sided digital road sign at 2795 Ness Avenue, Winnipeg, Manitoba, including electrical servicing. The existing sign structure and support posts are intended to remain and be reused. The successful proponent shall verify the suitability of the existing structure and provide all necessary attachment hardware, shop drawings, and engineering required for installation. The City of Winnipeg has approved a variance for the proposed digital sign size, in accordance with the issued drawings.

D3.2 The Site contains sensitive native tall grass prairie. The successful proponent shall strictly limit all construction activities to approved work areas and protect all native prairie from disturbance. No access, storage, or equipment is permitted within the prairie areas. Any damage or disturbance shall be remediated at the successful proponent's expense, in consultation with the City Naturalist(s). Avoidance of damage is the preferred and expected outcome.

D3.3 The funds available for this Contract are $150,000.00.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Request for Proposal have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

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

(b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;

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

(d) the nature, quality or quantity of the Plant needed to perform the Work;

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

(f) all other matters which could in any way affect the performance of the Work;

that could not have been "properly inferable", "readily apparent" and readily discoverable" using Good Industry Practice by the Contractor, results in additional Work which is a direct result of

this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is Public City Architecture, represented by:

Robyn Gibson
Landscape Architect

Telephone No. 204 475 9323
Email address: robyn@publiccityarchitecture.com

D5.2 Before commencement of Work, Robyn Gibson will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SAFE WORK PLAN

D7.1 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.

D7.2 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 .

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

(a) commercial general liability insurance, in the amount of at least two million dollars ($2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment),non-owned automobile liability and products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the Warranty period;

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than $2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

(c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, referencing the Request for Proposal number and/or the Scope of Work D2 and Specifications PART E - to be performed, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D8.5 The Contractor shall provide:

(a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

(b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.

D8.6 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D9. CONTRACT SECURITY

D9.1 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; and

(b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

(c) 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

(d) 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.

D9.1.1 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) Labour & Material Payment Bond https://www.winnipeg.ca//media/4930/
  (i) L&M Bond – Schedule A – Notice of Claim https://www.winnipeg.ca/media/4834/
  (ii) L&M Bond – Schedule B – Acknowledgement of a Notice https://www.winnipeg.ca/media/4835/
  (iii) L&M Bond – Schedule C – Surety’s Position https://www.winnipeg.ca/media/4836/

(c) Irrevocable Standby Letter of Credit https://www.winnipeg.ca//media/4931/

D9.1.2 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 D9.1.2(b).

D9.1.3 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.

D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D9.1.5 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.

D9.2 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 or an award letter and prior to the commencement of any Work on the Site.

D9.3 Where the contract security is provided in accordance with D9.1(a) and D9.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

(a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and

(b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D11. DETAILED WORK SCHEDULE

D11.1 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.

D11.2 Detailed Work Schedule shall consist of the following dates:

(a) Start date;

(b) Completion of structural assessment;

(c) Directional drilling / electrical work;

(d) Installation of digital sign

(e) Installation of signage panels

(f) Commissioning & training; and

(g) Expected completion.

D11.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

D12. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D12.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D12.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

(a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).

(b) How the Contractor will maintain access to bus stops within the site.

(c) How the Contractor will maintain access to pedestrian corridors and half signals.

(d) How the Contractor will maintain cycling facilities.

(e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.

(f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D12.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

(a) Signage

(b) Temporary Ramping

(c) Transit Stops

(d) Detour Signage

D12.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

D12.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

(a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.

(b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.

D12.9 Third and subsequent Offences – A pay reduction will be issued in the amount of $250.00 per instance and per day.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:
  (i) evidence of authority to carry on business specified in D6;
  (ii) evidence of the workers compensation coverage specified in C6;
  (iii) the Safe Work Plan specified in D7;
  (iv) evidence of the insurance specified in D8;
  (v) the contract security specified in D9;
  (vi) the Subcontractor list specified in D10;
  (vii) the detailed work schedule specified in D11;
  (viii) the Requirements for Site Accessibility Plan as specified in D12; and
  (ix) the direct deposit application form specified in C12.20.

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

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D13.3.1 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.

D14. CRITICAL STAGES

D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

(a) Completion of Electrical Servicing including directional drilling and conduit installation before October 31st or ground freezes, whichever occurs first.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by December 21st, 2026..

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve the Critical Stage in accordance with the Contract by the day fixed herein for the Critical Stage, the Contractor shall pay the City five hundred dollars ($500) per Working Day for each and every Working Day following the day fixed herein for the Critical Stage during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Critical Stage by the day fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D17.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D18.1 Further to B14.5, 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 B14.5.

D19. SAFETY

D19.1 Further to C6, 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.

D19.2 The site contains sensitive native tall grass prairie. The Contractor shall strictly limit all construction activities to approved work areas and protect all native prairie from disturbance. No access, storage, or equipment is permitted within the prairie areas. Any damage or disturbance shall be remediated at the Contractor’s expense, in consultation with the City Naturalist(s), and may include soil replacement, native replanting, and weed management. Kentucky bluegrass or other non-native turf grass remediation will not be accepted. Avoidance of damage is the preferred and expected outcome

D19.3 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.

D19.4 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.

D20. SITE CLEANING

D20.1 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.

D20.1.1 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.

D20.1.2 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.

D21. INSPECTION

D21.1 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.

D21.2 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.

D22. DEFICIENCIES

D22.1 Further to C11, 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.

PAYMENT

D23. PAYMENT SCHEDULE

D23.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work

cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

INDEMNITY

D25. INDEMNITY

D25.1 Indemnity shall be as stated in C17.

FORM J: SUBCONTRACTOR LIST
(See D10)

LIVING PRAIRIE MUSEUM DIGITAL ROAD SIGN

Name	Address

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/Spec/Default.stm

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E1.4 The following are applicable to the Work:

Drawing No.	Drawing Name/Title
L01	Site Plan, Existing Elevations & Digital Road Sign Drawings
E0.0	Specification
E1.0	Site Plan

E2. EXISTING SERVICES AND UTILITIES

E2.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E3. ACCESS TO SITE

E3.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at their own expense and approved by the Contract Administrator.

E3.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property.

E4. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E4.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

E4.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E4.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of their encountering of suspected hazardous material during their course of Work.

E5. DAMAGE TO EXISTING STRUCTURES, PRAIRIE AND PROPERTY

E5.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any of the designated habitat preservation area, existing prairie, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing prairie within the limits of the construction area:

(a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of the existing prairie.

(b) Open trenching and excavations within the existing prairie are prohibited. Only directional drilling is permissible within the habitat preservation area.

E5.3 All damage to existing prairie caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Naturalist(s) or their designate.

E5.4 No separate measurement or payment will be made for the protection of the existing prairie.

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E6.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while they are working near them. Any damage caused by the negligence of the Contractor or their Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at their own expense, to the satisfaction of the Contract Administrator.

E6.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E7. PROTECTION OF THE SURVEY INFRASTRUCTURE

E7.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under The Surveys Act, of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E7.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360

(8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E7.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or their agent and all associated costs shall be paid for by the Contractor.

E7.4 An approximate estimate of the cost to restore a legal survey monument is $1,000 per bar and $3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E8. DIGITAL SIGN

E8.1 Shop drawings and submittals:

(a) Digital sign product data sheet.

(b) Sign off and approval for re-use of existing signposts.

(c) Provide shop drawings sealed by engineer for the digital sign fastening to the existing structure.

(d) Shop drawing of aluminum sign panel.

(e) Shop drawing of electrical distribution, conduit, and equipment

E8.2 Removal and Refurbishments:

(a) Site review and verification of existing conditions.

(b) Removal of existing sign panel.

(c) Engineering review and confirmation of the suitability of the existing support structure.

(d) Refurbish existing support structure as indicated on drawings.

E8.3 Electrical Servicing:

(a) Provide electrical work to supply power to the exterior signage from the existing electrical room panel. Work includes installation of 1 "one" 40A circuit or 2 "two" 20A circuits, depending on the sign specified, starting at the existing panel and routing of feeder conductors from the electrical room to the exterior signage location.

(b) Conductors shall be installed underground from the building exterior to the signage area.

(c) A directional drill method shall be utilized to avoid surface disturbance of designated habitat preservation area and recently completed site work.

(d) Following the directional drill, the installation shall continue via underground wiring for a short distance to the signage pole. Final connection to the signage shall be completed using galvanized steel conduit, painted to match the signage pole finish for aesthetic integration.

(e) All work shall comply with applicable codes and standards, including the Canadian Electrical Code and local authority requirements.

(f) Electrical servicing and connection per Electrical drawings.

E8.4 Structural Assessment of Posts for Reuse:

(a) The existing steel support structure is intended to remain.

(b) The Contractor shall:

(i) Inspect and verify the suitability of the existing structure.

(ii) Confirm compatibility with the proposed digital sign.

(iii) Identify any structural modifications (if required).

(iv) Include all attachment hardware.

E8.5 Two-Sided Digital Sign:

(a) Double-sided, full-colour LED electronic message centre.

(i) Size as indicated in drawings.

(ii) Maximum sign area not exceeding the variance-approved 5.16 sq. m.

(iii) Pixel pitch maximum 8.5 mm pixel pitch, or finer.

(iv) Outdoor-rated cabinet suitable for permanent year-round Winnipeg installation.

(v) Operating temperature range of at least -40°C to +40°C.

(vi) Automatic brightness adjustment.

(vii) Compliance with brightness, dimming, operational hours, static display, transition, and hold-time requirements of the City of Winnipeg signage by-law for the Digital Static Copy sign.

(viii) Maximum electrical load compatible with the electrical drawings.

(ix) Compatibility with the existing support posts, existing base plates, and existing concrete piles, subject to engineer review.

(x) Software, training, commissioning, warranty, replacement parts, and service support requirements.

(b) Control System

(i) Remote cloud-based or web-based management software

(ii) Password-protected access

(iii) Message scheduling capability

(iv) Ability to upload graphics and logos

(v) Multiple user accounts

(c) Installation and Commissioning

(i) Supply of mounting hardware and attachment system.

(ii) City of Winnipeg development permit application.

(iii) Software setup and operator training session for City staff and submit an operation manual.

(d) Sign Panel

(i) Aluminum panel size, thickness, finish, colour, and coating as shown in drawings.

(ii) Vinyl graphic as shown in drawing.

(e) Warranty

(i) One (1) year labour and workmanship.

(ii) Five (5) years on display components.

(iii) Availability of replacement parts for a minimum of ten (10) years.