

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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

- (a) On Street Transit Priority Improvements – Phase 1
 - (i) Part A: Pembina Corridor – Pembina Hwy @ University Cres
 - (ii) Part B: Pembina Corridor – Pembina Hwy @ Bishop Grandin Blvd E/B Off Ramp
 - (iii) Part C: Pembina Corridor – Pembina Hwy @ Jubilee Ave
 - (iv) Part D: Pembina Corridor – Osborne St @ Corydon Ave
 - (v) Part E: St. Mary's Corridor – St. Mary's Rd @ Bishop Grandin Blvd
 - (vi) Part F: St. Mary's Corridor – St. Mary's Rd @ Dunkirk/Dakota
 - (vii) Part G: St. Anne's Corridor – St. Anne's Rd @ Bishop Grandin Blvd
 - (viii) Part H: St. Anne's Corridor – St. Anne's Rd @ Fermor Ave
 - (ix) Part I: St. Anne's Corridor – St. Anne's Rd @ Kingswood Ave
 - (x) Part J: All Corridors – Traffic Signal Installation Restorations

D2.2 The major components of the Work for all Parts generally include the following:

- (a) All Parts - General
 - (i) Excavation of existing boulevard, traffic island, private approaches, etc.
 - (ii) Adjustment, relocation, replacement of drainage inlets, fire hydrants, and other pavement appurtenances
 - (iii) Full depth concrete lane construction (sometimes tinted concrete at grade)
 - (iv) Construction of concrete curbs, sidewalks, bullnoses, and other miscellaneous concrete slabs
 - (v) Installation or reinstallation of barrier rail and posts
 - (vi) Boulevard grading and sodding
 - (vii) Placement of asphalt mainline, tie-ins, and patching as necessary

D2.3 The specific components of the Work for each Part include the following:

- (a) Part A: Pembina Corridor – Pembina Hwy @ University Cres
 - (i) General – Widening of W/B University Crescent to three travel lanes.
 - (ii) New asphalt overlaid concrete travel lane
 - (iii) Adjustment of existing barrier rail and posts
- (b) Part B: Pembina Corridor – Pembina Hwy @ Bishop Grandin Blvd E/B Off Ramp
 - (i) General – New Transit lane and bus stop from Bishop Grandin Off Ramp to existing “Jug Handle” bus stop
 - (ii) New slip formed concrete Transit lane. Tinted concrete to be utilized for portion
 - (iii) Paving stone detail and flag (sign) foundation at bus stop
- (c) Part C: Pembina Corridor – Pembina Hwy @ Jubilee Ave
 - (i) General – Cutting back traffic island to create Transit queue jump lane
 - (ii) Tinted at grade concrete lane
- (d) Part D: Pembina Corridor – Osborne St @ Corydon Ave

- (i) General – Cutting back northbound traffic island to create Transit lane at Corydon. Reconstruction of existing northbound and southbound Transit lanes between Corydon and McMillan. Reconstruction of existing bus bay.
- (ii) Tinted at grade concrete lanes
- (iii) Paving stone renewals along Transit lanes and bus bay.
- (e) Part E: St. Mary's Corridor – St. Mary's Rd @ Bishop Grandin Blvd
 - (i) General – Cutting back traffic island to extend Transit lane.
 - (ii) Tinted at grade concrete lane at Bishop Grandin
 - (iii) Planing existing asphalt overlay north of Bishop Grandin
- (f) Part F: St. Mary's Corridor – St. Mary's Rd @ Dunkirk/Dakota
 - (i) General – Cutting back traffic island to create Transit queue jump lane
 - (ii) Tinted at grade concrete lane
- (g) Part G: St. Anne's Corridor – St. Anne's Rd @ Bishop Grandin Blvd
 - (i) General – Construction of second W/B left turn storage lane
 - (ii) New asphalt overlaid concrete storage lane
 - (iii) Supply and installation of new barrier rail and posts
- (h) Part H: St. Anne's Corridor – St. Anne's Rd @ Fermor Ave
 - (i) General – Cutting back traffic island to create Transit lane
 - (ii) Tinted at grade concrete lane
- (i) Part I: St. Anne's Corridor – St. Anne's Rd @ Kingswood Ave
 - (i) General – Cutting back traffic island to create Transit queue jump lane
 - (ii) Tinted at grade concrete lane
- (j) Part J: All Corridors – Traffic Signal Installation Restorations
 - (i) General – Concrete restorations after Traffic Signals Branch work in various locations on the corridors other than those shown on Drawings. Work likely limited to intersections of Pembina/Waller, St. Mary's/St. Anne's.
 - (ii) Work limited to cut restorations such as sidewalk and curbs.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dillon Consulting Limited, represented by:

David Wiebe, P. Eng.
Project Manager
Suite 200 – 895 Waverley Street
Winnipeg, Manitoba R3T 5P4
Telephone No. (204) 453-2301
Facsimile No. (204) 452-4412

D3.2 At the pre-construction meeting, David Wiebe, P. Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2 At least two (2) business days prior to the commencement of any Work on the Site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

D5. NOTICES

- D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. SAFE WORK PLAN

- D8.1 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.

D8.2 The Safe Work Plan shall 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, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

D9. INSURANCE

D9.1 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, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 The Contractor shall provide and maintain performance 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 form attached to these Supplemental Conditions (Form H1: Performance Bond), 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 form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), 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.

D10.1.1 Where the performance 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 performance security.

D10.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the C4.1 for the return of the executed Contract.

D11. SUBCONTRACTOR LIST

D11.1 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 or prior to a pre-construction meeting, or 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 the C4.1 for the return of the executed Contract.

D12. EQUIPMENT LIST

D12.1 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 or prior to a pre-construction meeting, or at least seven (7) 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.

D12.2 For equipment to be used in proximity of the Fort Garry-St. Vital Feedermain in Part B of the work, the equipment list shall include the requirements of E8.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: 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 the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on any Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (iv) the Safe Work Plan specified in D8;
 - (v) evidence of the insurance specified in D9;
 - (vi) the performance security specified in D10;
 - (vii) the subcontractor list specified in D11;
 - (viii) the equipment list specified in D12; and
 - (ix) the detailed work schedule specified in D13; and
- (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.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D14.4 The Contractor shall not commence Part B until he has fulfilled the Submittal requirements outlined in E8.

D15. WORKING DAYS

D15.1 Further to C1.1(gg);

D15.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he agrees with the Contract Administrator's determination of the Working Days assessed for the report period.

D15.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D15.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D16. RESTRICTED WORK HOURS

D16.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission 48 hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D17. WORK BY OTHERS

D17.1 Work by others on or near the Sites will include but not necessarily be limited to:

- (a) Part A: Pembina Corridor – Pembina Hwy @ University Cres
 - (i) Removal of existing bus shelter by Transit Dept.
- (b) Part B: Pembina Corridor – Pembina Hwy @ Bishop Grandin Blvd E/B Off Ramp
 - (i) Improvements to existing "Jug Handle" bus stop by Transit Dept. Adjacent work area.
- (c) Part C: Pembina Corridor – Pembina Hwy @ Jubilee Ave
 - (i) Traffic signal pole and vehicle detector loop reinstallation by Traffic Signals Branch.
- (d) Part D: Pembina Corridor – Osborne St @ Corydon Ave
 - (i) Traffic signal pole and vehicle detector loop reinstallation by Traffic Signals Branch.
- (e) Part E: St. Mary's Corridor – St. Mary's Rd @ Bishop Grandin Blvd
 - (i) Traffic signal pole and vehicle detector loop reinstallation by Traffic Signals Branch.
- (f) Part F: St. Mary's Corridor – St. Mary's Rd @ Dunkirk/Dakota
 - (i) Traffic signal pole and vehicle detector loop reinstallation by Traffic Signals Branch.
 - (ii) Overhead hydro line relocation by Manitoba Hydro.
- (g) Part G: St. Anne's Corridor – St. Anne's Rd @ Bishop Grandin Blvd
 - (i) Vehicle detector loop reinstallation by Traffic Signals Branch.
- (h) Part H: St. Anne's Corridor – St. Anne's Rd @ Fermor Ave
 - (i) Traffic signal pole and vehicle detector loop reinstallation by Traffic Signals Branch.
- (i) Part I: St. Anne's Corridor – St. Anne's Rd @ Kingswood Ave
 - (i) Traffic signal pole and vehicle detector loop reinstallation by Traffic Signals Branch.
- (j) Part J: All Corridors – Traffic Signal Installation Restorations
 - (i) Traffic signal pole, controller, detector loop, and underground conduit installation by Traffic Signals Branch.

D18. SEQUENCE OF WORK

D18.1 Further to C6.1, the sequence of work shall comply with the following:

- D18.1.1 Providing that the Work at each Site is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of four (4) Sites under construction at any one time. Completion of a Site means that all of the necessary concrete and asphalt works are completed to the satisfaction of the Contract Administrator. Landscaping and boulevard restoration works can overlap with additional Sites if the Contractor can show that progress is being made.
- (a) For the purposes of the work schedule, Part E & F, and H & I can each be considered one Site.
 - (b) Part J is excluded from the sequence of work as it is dependant upon Traffic Signals Branch work schedule.
- D18.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D2, the Contract Administrator may approve an increase to the maximum number of Sites under construction at any time.
- D18.1.3 The order of construction, based on necessary utility work and completion requirements shall be as follows:
- (a) Part A: Pembina Corridor – Pembina Hwy @ University Cres
 - (b) Part B: Pembina Corridor – Pembina Hwy @ Bishop Grandin Blvd E/B Off Ramp
 - (c) Part C: Pembina Corridor – Pembina Hwy @ Jubilee Ave
 - (d) Part D: Pembina Corridor – Osborne St @ Corydon Ave
 - (e) Part H & I: St. Anne's Corridor – St. Anne's Rd @ Fermor Ave & Kingswood Ave
 - (f) Part G: St. Anne's Corridor – St. Anne's Rd @ Bishop Grandin Blvd
 - (g) Part E & F: St. Mary's Corridor – St. Mary's Rd @ Bishop Grandin & Dunkirk/Dakota

D19. SUBSTANTIAL PERFORMANCE

- D19.1 The Contractor shall achieve Substantial Performance within forty-two (42) consecutive Working Days of the commencement of the Work as specified in D14.
- D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial 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 re-inspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D20. TOTAL PERFORMANCE

- D20.1 The Contractor shall achieve Total Performance within forty-five (45) consecutive Working Days of the commencement of the Work as specified in D14.
- D20.2 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 re-inspected.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand, eight hundred dollars (\$1,800) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SCHEDULED MAINTENANCE AND TRAFFIC SIGNAL INSTALLATION RESTORATIONS

D22.1 The Contractor shall perform the following scheduled maintenance and concrete restorations in the manner and within the time periods required by the Specifications:

- (a) Reflective Crack Maintenance (during one year warranty period) as specified in CW 3250;
- (b) Sodding (Maintenance Period) as specified in CW 3510;
- (c) Part J: Concrete restorations after Traffic Signals Branch installations within two weeks at each Site.

D22.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance and Part J work identified herein. All scheduled maintenance and Part J work shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance or Part J work cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance or Part J work.

CONTROL OF WORK

D23. JOB MEETINGS

D23.1 Regular weekly job meetings will be held at one of the Sites. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 Further to C6.24, 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).

WARRANTY

D25. WARRANTY

- D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D25.2 Notwithstanding C13.2 or D25.1, 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) 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.
- D25.2.1 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.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 513-2007

The City of Winnipeg Transit Department – On Street Transit Priority Improvements –Phase I which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 513-2007

The City of Winnipeg Transit Department – On Street Transit Priority Improvements –Phase I

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D12)

The City of Winnipeg Transit Department – On Street Transit Priority Improvements –Phase I

<p>1. Category/type: Asphalt Planing</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: Concrete Restoration and Concrete Paving (Including Curbing)</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: Asphalt Paving</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 K: EQUIPMENT
(See D12)

The City of Winnipeg Transit Department – On Street Transit Priority Improvements –Phase I

4. Category/type: All Equipment working in vicinity of Fort Garry-St. Vital Feedermain
List all significant equipment (backhoes, typical haul trucks, concrete slip form paver, etc.) that will be in vicinity of feedermain in Part B of the work as per E8. Additional sheets or equipment diagrams can be used to supplement.

Equipment Type: _____ Make/Model: _____

Tare (Operating) Weight: _____ Payload Weight: _____

Equipment axle and load configuration (text or diagram):

Equipment Type: _____ Make/Model: _____

Tare (Operating) Weight: _____ Payload Weight: _____

Equipment axle and load configuration (text or diagram):

Equipment Type: _____ Make/Model: _____

Tare (Operating) Weight: _____ Payload Weight: _____

Equipment axle and load configuration (text or diagram):

Equipment Type: _____ Make/Model: _____

Tare (Operating) Weight: _____ Payload Weight: _____

Equipment axle and load configuration (text or diagram):

Equipment Type: _____ Make/Model: _____

Tare (Operating) Weight: _____ Payload Weight: _____

Equipment axle and load configuration (text or diagram):

FORM L: DETAILED WORK SCHEDULE
 (See D12)

The City of Winnipeg Transit Department – On Street Transit Priority Improvements –Phase I

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Time Period in Working Days					
	0	10	20	30	42	45
Part A: Pembina Corridor – Pembina Hwy @ University Cres						
Part B: Pembina Corridor – Pembina Hwy @ Bishop Grandin Blvd E/B Off Ramp						
Part C: Pembina Corridor – Pembina Hwy @ Jubilee Ave						
Part D: Pembina Corridor – Osborne St @ Corydon Ave						
Part E: St. Mary's Corridor – St. Mary's Rd @ Bishop Grandin Blvd						
Part F: St. Mary's Corridor – St. Mary's Rd @ Dunkirk/Dakota						
Part G: St. Anne's Corridor – St. Anne's Rd @ Bishop Grandin Blvd						
Part H: St. Anne's Corridor – St. Anne's Rd @ Fermor Ave						
Part I: St. Anne's Corridor – St. Anne's Rd @ Kingswood A						
Part J: All Corridors – Traffic Signal Installation Restorations	(Restorations within two weeks of Traffic Signals Branch work at each site)					