

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the General Conditions for Construction Contracts, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Bid Opportunity”.
- D1.4 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Bid Submission”.
- D1.5 The General Conditions are amended by deleting GC:6.16 and G.C:6.17.
The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of
- (a) Portland Cement Concrete Pavement Reconstruction, Related Works and Geometric Pavement Modifications on Logan Avenue between the Canadian Pacific Rail line crossing on Logan Avenue west of Trinity Street, and Reitta Street.
- D2.2 The major components of the Work are as follows:
- (a) Construction of Temporary Asphaltic Concrete Pavements as applicable
 - (b) Removal of the Existing Portland Cement Concrete Pavement including all Overlays and all Sidewalk
 - (c) Excavation and Placement of Reinforcement Geotextile, Sub-base and Base Course Materials
 - (d) Construction of New 230 mm Plain Dowelled Portland Cement Concrete Pavement on Logan Avenue using slip form paving equipment. The exception is in the eastbound gutter lane of Logan Avenue, east of Arlington Street. The existing hydro poles in this area prevent the use of slip form paving equipment. The other exceptions will be construction of the pavement on Arlington Street north and south of Logan Avenue, including the new right-turn cut-off.
 - (e) Construction of New 200 mm Plain Dowelled Portland Cement Concrete on all side-street connections and New 200 mm Reinforced Portland Cement Concrete on all approaches.
 - (f) Installation of New Catchbasins, Lead Pipe and Sub-drains
 - (g) Adjustment of Existing Drainage Inlets, Manholes and Water Valve Boxes
 - (h) Construction of New Monolithic Curb and Sidewalk
 - (i) Boulevard Restoration and Site Clean-up

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Earth Tech Inc., represented by:

Mr. Kevin W. Rae, P. Eng.
Project Manager
850 Pembina Highway
Winnipeg, Manitoba R3M 2M7
Telephone No. (204) 477-5381
Facsimile No. (204) 284-2040

D3.2 At the pre-construction meeting, Mr. Rae 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 GC:23.2.2, 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 attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
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
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. PERFORMANCE SECURITY

- D7.1 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 Manitoba, 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.
- D7.2 If the bid security provided in his Bid Submission 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 GC:4.1 for the return of the executed Contract.

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) all inclusive, with The City of Winnipeg being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-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;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, 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 the GC:4.1 for the return of the executed Contract.
- D8.4 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.

D9. SUBCONTRACTOR LIST

D9.1 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 GC:4.1 for the return of the executed Contract.

D10. EQUIPMENT LIST

D10.1 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 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 GC:4.1 for the return of the executed Contract.

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 but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D11.2 The detailed work schedule shall consist of the following:

a) a Gantt chart for the Work

D11.3 All dates and time periods in the detailed work schedule shall be consistent with the Bid except that:

b) if the actual completion date(s) of the work by others on Logan Avenue is later than the stated assumed date(s) indicated in D14 - Work by Others, the Contractor may adjust the dates on the Detailed Work schedule, by not more than the difference between the aforementioned assumed and actual date(s).

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 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.

D12.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is 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;
- (ii) evidence of the workers compensation coverage specified in GC:6.14;
- (iii) the performance security specified in D7;
- (iv) evidence of the insurance specified in D8;
- (v) the subcontractor list specified in D9;
- (vi) the equipment list specified in D10;
- (vii) the detailed work schedule specified in D11; and

- (viii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (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.
- D12.3 The Contractor shall not commence the Work on the Site before July 12, 2004, or as directed by the Contract Administrator.

D13. WORKING DAYS

D13.1 Further to GC:1.1(gg);

- D13.1.1 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.
- D13.1.2 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.
- D13.1.3 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.

D14. RESTRICTED WORK HOURS

D14.1 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.

D15. WORK BY OTHERS

- D15.1 Work by others on or near the Site will include but not necessarily be limited to:
- (a) City of Winnipeg, Water and Waste Department – Abandonment of existing 450 mm Watermain and installation of two new 300 mm waterlines, three metres south of the north property line of Logan Avenue and three metres north of the south property line of Logan Avenue. Limits of the watermain renewal are from the west side of the rail crossing west of Trinity Street, to the east side of Reitta Street. Expected start date is April 26, 2004, expected completion date July 9, 2004.
 - (b) Manitoba Hydro - Removal of existing wood poles on the north and south sides of Logan Avenue, from Arlington Street to the rail crossing at Trinity Street and placement of overhead cable underground. Installation of new steel light standards and associated electrical conductor on Logan Avenue within the limits of pole removal. Expected start date June 21, 2004, expected completion date July 9, 2004.
 - (c) Manitoba Hydro – Relocation of existing overhead distribution poles affected by radius modifications on the south side of Logan Avenue east of Arlington Street. Expected start date July 12, 2004, expected completion date July 23, 2004.
 - (d) Manitoba Hydro – Adjustment of existing manhole frames on the south side of Logan Avenue. Scheduling to be coordinated with reconstruction work.
 - (e) Manitoba Telecom Services - Removal of existing wood poles and installation of underground conduit on the north side of Logan Avenue from the rail crossing at Trinity Street to Reitta Street. MTS work is expected to be completed in two sections; the easterly section is expected to commence May 17, 2004, with completion expected June 4, 2004.

The remainder of the work is expected to commence June 14, 2003, with completion expected July 9, 2004.

- (f) City of Winnipeg, Traffic Signals Department – Installation of new traffic signals at the Logan Avenue and Arlington Street intersection. Installation of new underground interconnect line between Arlington Street and Reitta Street. Also, Traffic Signal intends to remove the signals at Logan Avenue and Reitta Street. However removal is subject to approval by City Council and this approval may not be granted prior to commencement of construction. Should approval not be given for removal of the signals, new signals will be installed at the intersection. Traffic Signals work will be coordinated with the pavement reconstruction.
- (g) Centra Gas – Lowering and rock wrapping of gas main and services, on an as-required basis, to be coordinated with the pavement reconstruction.
- (h) City of Winnipeg, Traffic Services Department – Placement of signage for diversion of traffic on Logan Avenue west of McPhillips Street to southbound McPhillips Street. Placement of signage for diversion of northbound traffic on Arlington Street to Alexander Avenue. Scheduling to be coordinated with reconstruction work. Placement of signage for the Arlington Bridge closures, to be coordinated with the Contractor's schedule.

D16. SEQUENCE OF WORK

D16.1 Further to GC 6.1, the sequence of work shall be as follows:

D16.2 The Work shall be divided into two stages: Stage 1 and Stage 2. Stage 1 will be further divided into three sub-stages, Stages 1A, 1B and 1C. Sub-stages are further subdivided into major items of work.

- (a) Stage 1A: Stage 1A will include, removal of curb on the north side of Logan Avenue and construction of a 1.5 metre wide temporary asphalt pavement.
 - (i) Close the westbound gutter lane on Logan Avenue in order to construct the temporary asphalt pavement, all other traffic to remain unaffected.
 - (ii) Remove the existing curb on the north side of Logan Avenue from the rail crossing west of Trinity Street to Reitta Street. Remove sufficient sidewalk to allow for construction of temporary asphalt pavement, remainder of sidewalk to be left in place until construction of new sidewalk in Stage 2. Excavate and place sub-base material and temporary asphalt pavement.
 - (iii) Close eastbound lanes and westbound centre lane on Logan Avenue, westbound traffic to be maintained on the westbound curb lane and temporary asphalt pavement.
- (b) Stage 1B: Stage 1B will include installation of new catchbasins and lead pipe, removal of the existing concrete pavement in the eastbound lanes and westbound centre lane of Logan Avenue and construction of new concrete pavement, from the rail crossing west of Trinity Street to Reitta Street.
 - (i) Install new catchbasins in the south gutter lane of Logan Avenue and connect new leads to the sewer at the centreline of Logan Avenue. Install lead pipe north under the westbound centre lane of Logan Avenue and cap off beyond limits of excavation for westbound centre lane. These leads will be continued under the westbound gutter lane of Logan Avenue during Stage 2, for connection to the new catchbasins installed in the westbound gutter lane of Logan Avenue.
 - (ii) Remove existing concrete pavement, excavate, install subdrains, place sub-base and base course material from the rail crossing west of Trinity Street to Reitta Street. The Arlington Street Bridge closure, indicated below, shall be scheduled to coincide with the construction activities in the Logan Avenue/Arlington Street intersection.

- (iii) Construct new concrete pavement including; Logan Avenue from the rail crossing west of Trinity Street to Reitta Street, Arlington Street south of Logan Avenue, the right-turn cut-off and side-street connections to Trinity, Beacon, Shermon and Reitta Streets.
 - (iv) One 12 working day closure of the Arlington Street Bridge will be allowed in Stage 1B in order to complete construction of the new concrete pavement in the Logan Avenue/Arlington Street intersection. Immediately following completion of the pavement in the intersection, the Arlington Street Bridge will be re-opened to traffic. Opening of the Arlington Street Bridge will be permitted prior to completion of the curb and sidewalk on Arlington Street south of Logan Avenue.
 - (v) At the completion of Stage 1B divert one lane of traffic per direction to the new pavement in the eastbound and westbound centre lanes of Logan Avenue.
- (c) Stage 1C: Stage 1C will include construction of remaining side-street concrete pavement connections and construction of monolithic concrete curb and sidewalk. The Contractor will be allowed to commence work on Stage 1C prior to completing work on Stage 1B and will be allowed to complete work on Stage 1C following commencement of Stage 2. However the completion of Stage 1C shall not lag the commencement of Stage 2 by more than 5 Working Days.
- (i) Construct new concrete pavement for the side-street connections to Dorothy, Tecumseh and Nora Streets and any remaining private approaches.
 - (ii) Remove existing concrete sidewalk and construct new concrete sidewalk on the south side of Logan Avenue from the tracks west of Trinity Street to Reitta Street and on Arlington Street.
- (d) Stage 2: Stage 2 will include; removal of the remaining existing concrete pavement and temporary asphalt pavement, installation of remaining catchbasins, leads and subdrains and construction of new concrete pavement in the westbound gutter lane of Logan Avenue, construction of new concrete pavement on Arlington Street to the Arlington Bridge abutment, construction of side-streets and private approaches and monolithic curb and sidewalk. The Contractor will be allowed to commence work on Stage 2 prior to completion of work on Stage 1C. Prior to commencement of pavement construction in Stage 2 and following the completion of Stage 1C, the contractor shall divert traffic on Logan Avenue to one lane in each direction in the eastbound gutter and centre lanes. The westbound centre lane shall remain closed to allow for paving of the westbound gutter lane.
- (i) Install remaining catchbasins, leads and subdrains. New leads to be connected to capped of leads installed in Stage 1B.
 - (ii) Remove existing concrete pavement and temporary asphalt pavement, excavate and place sub-base and base course material.
 - (iii) Construct new concrete pavement including side-streets, private approaches and monolithic curb and sidewalk on Logan Avenue from the rail crossing west of Trinity Street to Reitta Street. Construct new concrete pavement and monolithic curb and sidewalk on Arlington Street to the Arlington Bridge abutment.
 - (iv) One 10 working day closure of the Arlington Bridge will be allowed in Stage 2 in order to complete construction of the new concrete pavement and monolithic curb and sidewalk in the Logan Avenue/Arlington Street intersection. Immediately following completion of the pavement, curb and sidewalk in the intersection, the Arlington Bridge shall be re-opened to traffic.
 - (v) Complete site clean-up and boulevard restoration.
 - (vi) Open all closed lanes to traffic.

D17. CRITICAL STAGES

- D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Stage 1B: Reconstruction of Eastbound Lanes and Westbound Centre Lane on Logan Avenue. The Contractor shall achieve completion of Stage 1B Concrete Pavement Reconstruction within 30 Working Days.
- D17.2 When the Contractor considers the Work associated with Stage 1B to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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.
- D17.3 The date on which one lane of traffic has been restored in each direction on Logan Avenue and Arlington Street within the project limits and has been accepted by the Contract Administrator as being completed to the requirements of the Contract, is the date on which completion of Stage 1B has been achieved.

D18. SUBSTANTIAL PERFORMANCE

- D18.1 The Contractor shall achieve Substantial Performance within fifty-five (55) consecutive Working Days of the commencement of the Work as specified in D12.
- D18.2 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.
- D18.3 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.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D12.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve critical stages or Substantial Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per working day for each and every working day following the days fixed herein for same during which such failure continues:

- (a) Stage 1 Concrete Pavement Reconstruction - One Thousand dollars (\$1,000.00);
- (b) Substantial Performance - Two Thousand dollars (\$2,000.00).

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

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

D21. SCHEDULED MAINTENANCE

D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Reflective Crack Maintenance during two year warranty period as specified in CW3250-R4;
- (b) Maintenance of sodded areas as specified in CW 3520-R5.

D21.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance 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.

CONTROL OF WORK

D22. JOB MEETINGS

D22.1 Regular weekly job meetings will be held at the Site. 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.

D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D23.1 For the purpose of determining Prime Contractor, Phase I shall be the 2004 Watermain Renewals Contract 1 – Logan Avenue, from Trinity Street to Reitta Street. Phase II shall be Logan Avenue, Trinity Street (Railway) to Reitta Street, Concrete Street Reconstruction, limits as shown on the Drawings.

D23.2 Further to GC:6.26, 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), as follows:

- (a) For the Construction Project Site, Phase II, upon the Contractor mobilizing to the site or Total Performance of 2004 Watermain Renewals – Contract 1, Logan Avenue, from Trinity Street to Reitta Street whichever occurs first, as notified in writing by the Contract Administrator. Upon assuming the role of Prime Contractor, the Contractor shall assume responsibility for safety and maintenance of all temporarily restored watermain shafts.

WARRANTY

D24. WARRANTY

- D24.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.
- D24.1 Notwithstanding GC:13.2 [or D24.1,] 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; or
- D24.1.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D7)

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. 108-2004

LOGAN AVENUE, TRINITY STREET (RAILWAY) TO REITTA STREET, CONCRETE STREET
RECONSTRUCTION

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 D7)**

(Date)

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

RE: PERFORMANCE SECURITY – 108-2004

LOGAN AVENUE, TRINITY STREET (RAILWAY) TO REITTA STREET, CONCRETE STREET
RECONSTRUCTION

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 J: SUBCONTRACTOR LIST
(See D9)

LOGAN AVENUE, TRINITY STREET (RAILWAY) TO REITTA STREET, CONCRETE STREET
RECONSTRUCTION

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
<u>Supply of Materials:</u>		
Sub-base and Base Course		
Portland Cement Concrete		
Asphaltic Concrete		
<u>Installation/Placement:</u>		
Planing		
<u>Pavement Removal/Excavation</u>		
Sub-base and Base Course		
Concrete Pavement		
Asphaltic Concrete		
UNDERGROUND WORKS:		
<u>Supply of Materials:</u>		
Pipe		
Subdrains		
Catchbasins		
Frames and Covers		
<u>Installation/Placement:</u>		
Pipe		
Subdrains		
OTHERS:		
Sodding		

FORM K: EQUIPMENT
(See D10)

LOGAN AVENUE, TRINITY STREET (RAILWAY) TO REITTA STREET, CONCRETE STREET
RECONSTRUCTION

<p>1. Category/type: Portland Cement Concrete 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>
<p>2. Category/type: Asphaltic Concrete 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>
<p>3. Category/type: Excavation</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>