

PART D

SUPPLEMENTAL CONDITIONS

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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 GC: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 the construction of, repair and removal of concrete bases and service boxes, installation and repair of underground plastic conduit, saw cutting and sealing of concrete for vehicle detector loops and other related works in the City of Winnipeg.
- D2.2 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity and/or detailed in *The City of Winnipeg Standard Construction Specifications*, Division 4, Surface Works, Specification CW-3620 (current revision), Installation of Underground Traffic Signal Services.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Contract Administrator's**" duties may be carried out by the Superintendent of Traffic Signals or the Construction Co-ordinator as appropriate.
 - (b) "**Loop(s)**" means cutting onto concrete, asphalt or composite concrete and asphalt roadway as defined in CW 3620 of the City of Winnipeg Standard Construction Specifications.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
J.L.L. LaFrance P. Eng.
Traffic Signals Asset Engineer
821 Elgin Avenue
Winnipeg, Manitoba, R3E 3R1
Telephone No. (204) 986-6733
Facsimile No. (204) 772-6306
- D4.2 At the pre-construction meeting, the Contract Administrator will be represented by The Superintendent of Traffic Signals who will identify the Construction Co-ordinator and any other

additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

Superintendent Telephone No. 986-4198

Construction Co-ordinator Telephone No. 986-4194

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. NOTICES

D6.1 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.3 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

D6.4 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

D7. FURNISHING OF DOCUMENTS

D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity, and five (5) prints of any drawings issued during the Bid Opportunity period. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost. Four (4) sets of Traffic Signals Work related drawings, will be issued during the term of the Contract, for Work to be done, additional sets of Work related drawings will be provided at no cost.

SUBMISSIONS

D8. PERFORMANCE SECURITY

- D8.1 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.
- D8.2 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 but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

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) all inclusive, with The City of Winnipeg being added 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 products and 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;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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 GC:4.1 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. 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 but in no event later than the date specified in the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the Subcontractor list specified in D10;
 - (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.
- D11.3 The Contractor shall be prepared to commence the Work within seven (7) Working Days of receipt of the letter of intent.
- D11.4 At least two (2) business days prior to the commencement of any Work, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 can be contacted 24 hours a day to respond to an emergency.

D12. SUBSTANTIAL PERFORMANCE

- D12.1 The Contractor shall achieve Substantial Performance by October 29, 2004.
- D12.2 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.
- D12.3 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.

D13. TOTAL PERFORMANCE

- D13.1 The Contractor shall achieve Total Performance by November 30, 2004.
- D13.2 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.

- D13.3 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.

CONTROL OF WORK

D14. JOB MEETINGS

- D14.1 The Contract Administrator or his representative will meet with the Contractors representative on a daily basis, and during each Work day to assign Work for the day or as special conditions require the change of assignment of Work for the day. Each representative shall be a responsible person capable of expressing the position of 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.
- D14.2 The Contract Administrator or his representative reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D15. SIGNAL CONSTRUCTION DRAWINGS

- D15.1 Signal Construction Drawings will be issued by the City for the installation of each traffic signal, pedestrian corridor, traffic control hazard marking device, or other Works under this Contract. Said drawings shall be issued no less than 48 hours prior to the Works being required to be started by the Contractor.
- D15.2 Sample construction drawings showing typical installation features will be provided, upon request, if requested a minimum of three (3) Working Days prior to the submission deadline.
- D15.3 Any deviation in the Works from that depicted in Signal Construction Drawings shall be approved by the Contract Administrator, via the Construction Co-ordinator, before said Works are carried out in the field.

D16. RESPONSIBILITY FOR PLANT AND MATERIAL

- D16.1 The Contractor will be responsible for all forms and templates issued by the City for use by the Contractor and must return same in a clean and undamaged condition before the Certificate of Total Performance will be issued.
- D16.2 The Contractor is responsible for all materials after receiving them from the City of Winnipeg Stores. He shall provide location and amount of usage for each item. All unused materials (float) will be returned to the City of Winnipeg no later than the date of Certificate of Total Performance. The Certificate of Total Performance cannot be issued until a reconciliation of materials is made and approved by the Construction Co-ordinator.

D17. CONSTRUCTION CREWS

- D17.1 Further to Clause GC:6.21 of the General Conditions, the Work of this Contract is to be co-ordinated with the Work of street construction Contractors in various areas of the City. The Contractor shall make available at least two separate fully equipped and manned construction crews to meet schedule requirements.

D18. PERMITS

- D18.1 The City will reimburse the Contractor for the actual cost of necessary permits.

D18.2 The City will only pay for restoration to areas which are directly related to the installation of the underground Plant. All other damages and restoration shall be the responsibility of the Contractor.

D19. RECORDING "AS BUILT" SIGNALS PLANT INFORMATION

D19.1 It will be the responsibility of the Contractor on each construction Site to notify the Traffic Signals Branch during or just before the completion of the assigned Work at any location. Immediately following such notification, an on-Site meeting shall occur involving the Contractor's representative and a Traffic Signals Branch representative. The purpose of this meeting will be to ascertain and record the exact location of signal bases, service boxes, underground conduit ductlines, pavement saw-cuts for vehicle detector loops and any related plant immediately following installations of same. Locations and dimensions of all workpits excavated during the course of said Works shall also be recorded.

D20. PROVISION OF OVERTIME SERVICES

D20.1 Further to GC:12.3, the Contractor shall be obliged to provide the City of Winnipeg with services relating to this Contract during "overtime" periods, as and when instructed to do so by the City.

D20.2 The City shall call upon the Contractor for overtime services only on infrequent occasions. Overtime "occasions" shall be limited only to those circumstances where the City has no reasonable alternative save overtime, to expedite progress of other capital construction projects, to deal with emergency conditions and to meet critical deadlines.

D20.3 The Contract Administrator or his designate shall provide the Contractor with twenty-four (24) hours or more advance notice, whenever possible, of the requirement for overtime services. The Contractor shall be prepared to provide overtime services so long as notice is given no later than the end of the Workday immediately prior to the overtime "occasion".

D20.4 Following said notice of overtime service requirement being given by the City to the Contractor, the Contractor shall arrange to provide all material, equipment, supervision and labour as is required to undertake the specified overtime Works, and to provide such service at the time(s) as may be specified by the City.

D20.5 The Contractor shall be compensated by the City for every "occasion" during which the Contractor is instructed to provide said overtime services. An "occasion" shall be defined as a time period not to exceed **4 hours**, during which "occasion" the Contractor provides said overtime services. Any "occasion" for which the Contractor has been instructed to provide overtime service, and provides manpower, supervision, equipment and material on-Site to do the required Works, shall be paid for by the City even should the required Works be unable to be carried out by reason of inclement weather, or suspension or postponement of Works by the City.

D20.6 The overtime period shall be determined to begin at the pre-determined time, or when the Contractor's workforces and required vehicles, equipment and material are at the Work Site and are fully prepared to commence the required Works, and shall end at the time when the Contractor's workforces are dismissed by the City. In the event the overtime period exceeds 4 hours in duration, during any one 24-hour non-Working Day, two (2) or more separate "occasions" shall be awarded.

D20.7 The Contractor shall be paid at the following rates, based on the manpower resource agreed to by the City for any specific "occasion", and the subsequent provision of said manpower by the Contractor to the designated field Site:

<u>Total Number of Contractor's Workers Provided On-Site, Including Supervisor</u>	<u>Compensation Rate</u>
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1 to 3 worker(s)	\$200.00 /"occasion"
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Each additional worker	\$50.00 each /"occasion"
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D20.8 All traffic signals underground Works installed in whole or in part during such overtime "occasions" shall be measured and paid for as per Form B: Prices.

D20.9 "Overtime" shall be defined as any "occasion", during the weekend period of 18:00 hours Friday to 06:00 hours Monday, the weekday period of 18:00 to 06:00 the following weekday, or any portion of a holiday, when the Contractor, as directed by the City, is obliged to provide overtime service.

D20.10 "Holiday" is defined as any Federal, Manitoba Provincial and Civic Holiday.

D20.11 In the event the overtime period exceeds 4 hours in duration, during any one 24-hour holiday, two (2) or more separate "occasions" shall be awarded and paid for at the "overtime" rate schedule specified.

D21. PROTECTION OF TREES

D21.1 Further to CW 1100-R4, Clause 2, the Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area. The same provisions shall be applied to trees that may be affected on private property.

D21.2 The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.

D21.3 Trees identified to be at risk by the Contract Administrator are to be strapped with 1" X 4" X 8' (25 x 100 x 2400mm) wood planks, or suitably protected as approved by the Contract Administrator.

D21.4 Excavation shall be performed in a manner that minimizes damage to the existing root systems, whether public or private. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

D21.5 Operation of equipment within the dripline of all trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

D21.6 Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, the Supervisor of Forestry shall be notified at 986-2012 the same or next Working Day.

D21.7 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator as directed by the City Forester or his designate.

D21.8 No separate measurement or payment will be made for the protection of trees. The Contractor will be responsible for any costs associated with tree repair, removal, damage, etc.

D21.9 Elm trees cannot be trimmed between April 1 and July 31, inclusive.

D22. PROTECTION OF THE SURVEY INFRASTRUCTURE

D22.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions:

D22.2 Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.

D22.3 Further to GC:6.28 (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 986-4826 (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.

D22.4 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.

D22.5 Outline 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 its agent and all associated costs shall be paid for by the Contractor. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure.

D22.6 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

D23. TRAFFIC CONTROL

D23.1 Further to Clause 15 of the Standard Provisions CW 1100-R4: The Manual of Temporary Traffic Control in Work Areas on City Streets is available, for a fee, from the Customer Services Division of the Public Works Department at 107-1155 Pacific Avenue. This document is also available from Customer Services or can be viewed or downloaded from:
<http://www.winnipeg.ca/publicworks/transportation/services.asp>

D23.2 Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions, such as manholes and drop-offs, to the satisfaction of the Contract Administrator. No measurement for payment will be made for this Work.

D23.3 Further to Clause 15 of the Standard Provisions CW 1100-R4:

- (a) All Work Sites shall be signed in accordance with the Manual of Temporary Traffic Control. If the Contractor ("Agency" in the manual) cannot sign with their own staff then they shall make arrangements with a sub-contractor to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the sub-contractor in connection with the Works undertaken by the Contractor. The sub-contractor must be listed in Form J: sub-contractors.
- (b) The costs associated with hooding and/or temporary removal and replacement of parking meters at, and for, the Contractor's own convenience shall be the responsibility of the Contractor.

D24. AUTHORIZED WORK ON PRIVATE PROPERTY

- D24.1 This clause is strictly for Work on private property that is authorized and paid for by the City. Damages to private property are handled through the City's Risk Management Division, Claims Branch. Settlement of such damages will not be negotiated or arbitrated by the Contract Administrator on behalf of the Owner or Contractor.
- D24.2 Further to GC 6.28, the Contractor shall confine his Works to the right-of-way or easements. Where Work is required to be done on private property the Contract Administrator will authorize such Work in writing after obtaining the written permission of the property owner.
- D24.3 The Contractor shall limit his operations to the minimum area necessary for undertaking the private property Work and shall be responsible for all damages outside the limits of the authorized Work, resulting from Work on private property. Particular care shall be taken to prevent damage to buildings, walkways, trees and plants.

D25. TEMPORARY RELOCATION OF AFFECTED STRUCTURES

- D25.1 The Contractor shall, have temporarily relocated any portable structure such as benches, mail boxes, news boxes, waste bins, vending machines, etc., which will interfere with the construction of the Work. The Contractor will identify and notify the owners of the portable structures to have them removed or moved. Following the completion of the applicable Work, the Contractor shall notify the owners that the portable structures may be replaced. These relocations shall be considered incidental to the associated Works and no separate measurement for payment will be made.

D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D26.1 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).

WARRANTY

D27. WARRANTY

- D27.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.
- D27.2 Notwithstanding GC:13.2 or D27.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial 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.
- D27.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D8)

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. 109-2004

THE INSTALLATION OF UNDERGROUND TRAFFIC SIGNAL SERVICES AND ASSOCIATED WORKS
IN THE CITY OF WINNIPEG

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 D8)

(Date)

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

RE: PERFORMANCE SECURITY - 109-2004

THE INSTALLATION OF UNDERGROUND TRAFFIC SIGNAL SERVICES AND ASSOCIATED
WORKS IN THE CITY OF WINNIPEG

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)

