

**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:

##### PART 1

- (a) Pavement Reconstruction
- (i) Ashburn Street: Ellice Avenue to St. Matthews Avenue (Concrete)
  - (ii) Spruce Street: St. Matthews Avenue to Wolever Avenue (Concrete)
  - (iii) Harmon Avenue: Mount Royal Road to Lodge Avenue (Asphalt)
- (b) Construction of 100 mm Monolithic Curb and Concrete Sidewalk
- (i) River Road – Parkville Drive to St. Vital Road

##### PART 2

- (a) Major Rehabilitation
- (i) Furby Street: Sargent Avenue to Ellice Avenue

##### PART 3

- (a) Combined Sewer Renewal
- (i) Ashburn Street – First manhole north of St. Matthews Avenue to second manhole south of Ellice Avenue
- (b) Combined Sewer Repairs
- (i) Harmon Avenue
  - (ii) Furby Street

- D2.2 Bidders are advised that the City currently has no approved funding in the Capital Budget for Part 2 of the Work, but is anticipating receiving notification about funding from the Province of

Manitoba by late May. Part 2 of the Work is contingent upon the Province approving sufficient funding.

- D2.2.1 Further to GC:7.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Part 2, and the Contract Price will be reduced accordingly.
- D2.2.2 Further to GC 7.5, GC 7.5.1, and GC 7.6, a reduction in the Contract Price pursuant to D2.2.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of GC:7.5.
- D2.2.3 If all or any portion of Part 2 is eliminated pursuant to D2.2.1, the time periods stipulated in D17 for Substantial Performance of the Work and in D18 for Total Performance of the Work will be reduced proportionally by the Contract Administrator acting reasonably.
- D2.3 The major components of the Work are as follows:
- (a) Pavement Reconstruction
    - (i) Remove existing pavement
    - (ii) Excavation
    - (iii) Installation of subdrains
    - (iv) Compaction of existing sub-grade
    - (v) Installation of catchbasins and connection pipe
    - (vi) Placement of separation/reinforcement fabric
    - (vii) Placement of sub-base and base course materials
    - (viii) Construct curb and gutter utilizing slip-form paving equipment (Harmon Avenue)
    - (ix) Adjustment of existing manholes
    - (x) Placement asphalt pavement (average thickness – 150 mm) (Harmon Avenue)
    - (xi) Construct 150 mm concrete pavement (reinforced) mainline and approaches - Spruce Street and Ashburn Street, approaches only - Harmon Avenue
    - (xii) Renewal of existing sidewalk
    - (xiii) Boulevard restoration
  - (b) Major Rehabilitation
    - (i) Planing of existing asphalt pavement
    - (ii) Complete pavement patching
    - (iii) Renewal of existing curb, 125 mm average height, utilizing slip-form paving equipment (Furby Street)
    - (iv) Complete curb renewal at intersections
    - (v) Renewal of existing sidewalk
    - (vi) Adjustment of drainage inlets and manholes
    - (vii) Placement of asphalt overlay  
(Furby Street average thickness – 90 mm)
    - (viii) Boulevard restoration
  - (c) Construction of Monolithic Curb and Sidewalk
    - (i) Removal of existing barrier curb
    - (ii) Planing of existing asphalt pavement
    - (iii) Construction of monolithic curb and sidewalk
    - (iv) Placement of asphalt (50 mm thickness)
    - (v) Boulevard restoration

- (d) Combined Sewer Renewals
  - (i) Full segment combined sewer renewal
  - (ii) Installation of manholes and catchbasins
  - (iii) Renewal of sewer services
  - (iv) Abandonments of existing sewers, manholes, and catchbasins
- (e) Combined Sewer Repairs
  - (i) Repair of combined sewers by open trench methods at specified locations
  - (ii) Reconnection of sewer services within repair limits

**D3. CONTRACT ADMINISTRATOR**

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

Mr. Todd G. Smith, P. Eng.  
Manager, Transportation  
850 Pembina Highway, Winnipeg, Manitoba R3M 2M7  
Telephone No. (204) 477-5381  
Facsimile No. (204) 284-2040

D3.2 At the pre-construction meeting, the Contract Administrator 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. DETAILED WORK SCHEDULE**

- D10.1 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.
- D10.2 If, prior to submitting the Detailed Work Schedule, the Contractor does not receive notification pursuant to D12.4 that all or some portion of Part 2 of the Work may be commenced, he shall complete Form L: Detailed Work Schedule for only Part 1 and Part 3 of the Work assuming that, if all of Part 2 is eliminated, the time periods stipulated in D17 for Substantial Performance of the Work and in D18 for Total Performance of the Work will be reduced by ten (10) Working Days.
- D10.3 If, after submitting the Detailed Work Schedule, the Contractor receives notification that all or any portion of Part 2 of the Work may be commenced, he shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.

**D11. SECURITY CLEARANCE**

- D11.1 Criminal Record Search Certificate
- D11.1.1 Prior to the commencement of any Work, and if during the term of the Contract additional or replacement individuals are proposed to perform Work, the Contractor shall provide the Contract Administrator with a Criminal Record Search Certificate, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each individual proposed to perform Work within City facilities or on private property.
- D11.1.2 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D11.1.3 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Criminal Record Search. Any individual who fails to provide a Criminal Record Search Certificate as a result of a repeated Criminal Record Search shall not be permitted to continue to perform Work under the Contract.
- D11.1.4 No individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to

property offences or crimes against another individual, will be permitted to perform any Work within City facilities or on private property.

## **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 detailed work schedule specified in D10; and
    - (vii) 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 commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.
- D12.4 The Contractor shall not commence Part 2 of the Work as described in D2 and identified in Form B: Prices, unless prior to July 31, 2004, he has received notification from the Contract Administrator that the City has received notice of sufficient funding from the Province.

### **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) Manitoba Hydro – Replacement of street light cable on Ashburn Street, Spruce Street, and Harmon Avenue.
- (b) Manitoba Hydro – Lowering and/or rock wrapping of existing gas services due to inadequate cover or affected by the proposed works on Ashburn Street, Spruce Street, and Harmon Avenue.

**D16. SEQUENCE OF WORK**

D16.1 Further to GC 6.1, the sequence of work shall comply with the following:

- D16.1.1 Providing that the Work on each street 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 three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.
- D16.1.2 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 streets under construction at any time.
- D16.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

**D17. SUBSTANTIAL PERFORMANCE**

- D17.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D12.
- D17.2 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.
- D17.3 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.

**D18. TOTAL PERFORMANCE**

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

- D18.3 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.

#### **D19. LIQUIDATED DAMAGES**

- D19.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City eighteen hundred dollars (\$1,800) for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D20. SCHEDULED MAINTENANCE**

- D20.1 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 one year warranty period on asphalt resurfacing overlays and two year warranty period on pavement reconstructions as specified in CW 3250-R4;
  - (b) Maintenance of sodded areas as specified in CW 3510-R7.
- D20.2 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**

##### **D21. JOB MEETINGS**

- D21.1 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D22.1 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**

**D23. WARRANTY**

D23.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter for asphalt resurfacing works and combined sewer renewals and repairs, and two (2) years thereafter for pavement reconstruction works, unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D23.2 Notwithstanding GC:13.2 or D22.1, 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.

D23.2.1 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 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. 118-2004

PROVINCE OF MANITOBA/CITY OF WINNIPEG, 2004 RESIDENTIAL STREET RENEWAL PROGRAM,  
PART 1 – ASHBURN STREET, SPRUCE STREET AND VARIOUS OTHER LOCATIONS, PART 2 –  
FURBY STREET, PART 3 – COMBINED SEWER RENEWAL – ASHBURN STREET

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 – 118-2004

PROVINCE OF MANITOBA/CITY OF WINNIPEG, 2004 RESIDENTIAL STREET RENEWAL PROGRAM,  
PART 1 – ASHBURN STREET, SPRUCE STREET AND VARIOUS OTHER LOCATIONS, PART 2 –  
FURBY STREET, PART 3 – COMBINED SEWER RENEWAL – ASHBURN STREET

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)

**PROVINCE OF MANITOBA/CITY OF WINNIPEG, 2004 RESIDENTIAL STREET RENEWAL PROGRAM,  
PART 1 – ASHBURN STREET, SPRUCE STREET AND VARIOUS OTHER LOCATIONS, PART 2 –  
FURBY STREET, PART 3 – COMBINED SEWER RENEWAL – ASHBURN STREET**

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<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		
Sod		
<u>Installation/Placement:</u>		
Planing		
Pavement Removal/Excavation		
Sub-base and Base Course		
Concrete Pavement		
Asphaltic Concrete		
Sod		
UNDERGROUND WORKS:		
<u>Supply of Materials:</u>		
Pipe		
Subdrains		
Catchbasins/Manholes		
Frames		
<u>Installation/Placement:</u>		
Pipe		

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**FORM L: DETAILED WORK SCHEDULE**

(See D10)

**PROVINCE OF MANITOBA/CITY OF WINNIPEG, 2004 RESIDENTIAL STREET RENEWAL PROGRAM,  
 PART 1 – ASHBURN STREET, SPRUCE STREET AND VARIOUS OTHER LOCATIONS, PART 2 –  
 FURBY STREET, PART 3 – COMBINED SEWER RENEWAL – ASHBURN STREET**

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	10 – 20	20 – 30	30 – 40	40 – 50	50 – 55
<b>PART 1: CITY OF WINNIPEG, PUBLIC WORKS DEPARTMENT – FUNDED WORK (SECTIONS A, B, C AND D)</b>						
a) Pavement Reconstruction: Ashburn Street – Ellice Avenue to St. Matthews Avenue						
b) Pavement Reconstruction: Spruce Street – St. Matthews Avenue to Wolever Avenue						
c) Pavement Reconstruction: Harmon Avenue – Mount Royal Road to Lodge Avenue						
d) Concrete Sidewalk: River Road – Parkville Drive to St. Vital Road –						
<b>PART 2: PROVINCIALY FUNDED WORK (SECTION E)</b>						
a) Asphalt Resurfacing: Furby Street – Sargent Avenue to Ellice Avenue						
<b>PART 3: CITY OF WINNIPEG, WATER AND WASTE DEPARTMENT (SECTIONS F AND G)</b>						
a) Combined Sewer Renewal: Ashburn Street - First Manhole North of St. Matthews Avenue to Second Manhole South of Ellice Avenue						
b) Combined Sewer Repairs:						
i) Harmon Avenue						
ii) Furby Street						