

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 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 restoring boulevard Cuts and other grassed areas with sod or topsoil and seed, in defined geographic Areas.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Area**" - is a generic term for one of three geographic areas of the City of Winnipeg. The Areas are the North, Southwest, and East areas as defined herein.
 - (b) "**Boulevard**" - means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways of a divided highway, and includes grassed areas in parks, interchange areas and private property bordering a street line.
 - (c) "**Cut**" - means an excavation made by a contractor, utility or the City to access an underground structure.
 - (d) "**East Area**" - means the geographic area of the City of Winnipeg that is identified on Drawing titled "Cut Permit Areas and Zones".
 - (e) "**Final Round**" - means the last list of locations identified for restoration for an Area or a part of an Area with a Round Completion Date not later than the date specified for Total Performance of the Work.
 - (f) "**North Area**" - means the geographic area of the City of Winnipeg that is identified on Drawing titled "Cut Permit Areas and Zones".

- (g) **“Restoration Permit”** - means a permit issued in accordance with the Streets By-law No. 1481/77 to restore an excavation.
- (h) **“Revised Round”** - means a Round, that has been inspected, reviewed and edited to reflect the actual restoration work required.
- (i) **“Round”** - means a list of locations identified for boulevard restoration for an Area or a part of an Area that identifies a portion of the Work.
- (j) **“Round Commencement Date”** - means the earliest date that the Contractor can commence the Work specified for a Round.
- (k) **“Round Completion”** - means all of the Work identified on a Round (list) has been performed in accordance with the Contract Documents and has been certified by the Contract Administrator as ready for commencement of the thirty (30) day maintenance period in accordance with Specification E6.
- (l) **“Round Completion Date”** - means the latest date by which the Contractor shall achieve Round Completion.
- (m) **“Round Period”** - means the number of days from the Round Commencement Date to the Round Completion Date, including both the Round Commencement Date and the Round Completion Date.
- (n) **“Short Notice Restoration”** - means a boulevard cut restoration that due to special circumstance requires completion in accordance with Supplemental Condition D17 and Specification E6.
- (o) **“Southwest Area”** - means the geographic area of the City of Winnipeg that is identified on Drawing titled “Cut Permit Areas and Zones”.
- (p) **“Summarized Round”** - means an un-revised Round that shows only the subtotals for each zone.
- (q) **“Unrevised Round”** - means a Round where the locations and quantities shown are based on the information from the permits database prior to being inspected and assessed for actual restoration requirements. At this stage a Round is only a rough estimate of the actually restoration work required.
- (r) **“Zone”** - means a portion of an Area as illustrated in the drawings.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Henly Pheifer
Engineering Technologist
106-1155 Pacific Avenue
Winnipeg, Manitoba
R3E 3P1

Telephone No. (204) 986-4112
Facsimile No. (204) 986-5302

D4.2 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.

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.

D5.2 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 D5.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

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 two (2) 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

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 B11.1(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.

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 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;

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 the 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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; and
 - (v) the twenty-four (24) hour emergency response phone number specified in D5.2.
 - (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.
- D10.3 The Contractor shall commence the Work on the Site on the Round Commencement Date indicated on Round I. The Round I Commencement Date shall be no earlier than seven(7) days after the date that the Contractor receives the letter of intent

D11. WORK SCHEDULE

- D11.1 The Rounds (lists) supplied by the Contract Administrator shall be the schedule for the Work.

D12. SCHEDULING OF THE WORK

- D12.1 Appendix "A" is an example of the Rounds to be provided to the Contractor.
- D12.2 Rounds:
- (a) The first Round, (Round I / IA) in Summarized format shall be delivered to the Contractor no later than three (3) days prior to the Round I / IA Commencement Date. Subsequent Summarized Rounds will be delivered to the Contractor no later than two days (2) days prior to the Round Commencement Date.
 - (b) The first two (2) zones, revised in accordance with D13, of each Round will be delivered to the Contractor no later than one (1) day prior to the Round Commencement. Subsequent revised zones will delivered within 2 business days of receipt of a request by the Contractor. No more than 2 zones may be requested in any one day.
 - (c) Round Periods will normally be from two (2) to six (6) weeks.
 - (d) Each Round list will specify the "Round Commencement Date" and "Round Completion Date". The Round Commencement Date will follow the specified and adjusted in accordance with D15 Round Completion Date of a preceding Round.
 - (e) There may be a lapse period between Rounds. There for a Round Commencement Date may not immediately follow the Round Completion Date of the previous Round.
 - (f) The locations on each Round list will be grouped by Zone.
 - (g) The Final Round will not have a Round Completion Date past the date of specified for Total Performance.

- D12.3 The Work of each round shall be performed in accordance with Supplemental Condition D16.
- D12.4 Failure to achieve completion of a Round by the specified Round Completion Date will not result in the subsequent Round commencement being delayed.
- D12.5 The following is an example of a possible scheduling for the Rounds:

| Round # | Round Commencement Date | Round Completion Date |
|------------|-------------------------|-----------------------|
| Round IA | May 17, 2004 | June 6, 2004 |
| Round IB | June 9, 2004 | June 25, 2004 |
| Round IIA | July 5, 2004 | July 25, 2004 |
| Round IIB | July 26, 2004 | Aug 15, 2004 |
| Round IIIA | Aug 16, 2004 | Sept 5, 2004 |
| Round IIIB | Sept 7, 2004 | Sept 19, 2004 |
| Round IV | Sept 23, 2004 | October 18, 2004 |

D13. LAYOUT OF THE WORK AND REVISIONS OF QUANTITIES AND LOCATIONS

- D13.1 The Contract Administrator will visit each location on the Round and will mark out the limits of the Work required to complete the restoration. The Contract Administrator will measure the area marked out at each location and record the quantities on the Round list. The Contract Administrator will estimate the maximum area of seeding that is required for each location and record the quantities on the list.
- D13.2 Some locations will not require any restoration or may not be ready for restoration. The Contract Administrator may strike out or remove such locations from the Revised Round list.
- D13.3 The Contract Administrator will provide the Contractor with copies of the Revised Round list on a Zone by Zone basis.
- D13.4 The Contractor shall use the field markings, the "Insp. Quantities" and "Seeding", quantities shown on the Revised Round list(s) to complete the restorations. No measurement for payment will be made for sod placed above the "Insp. Quantity" shown or for materials placed outside the limits of the Work, for each location. No measurement for payment will be made for seeding areas greater than the "Seeding" quantity", shown for each location on the Round.
- D13.5 Where the Contractor places less sod or seed than the revised quantities shown on the Round, the Contract Administrator may not accept the location for measurement for payment
- D13.6 Where the field marks are not visible the Contractor may make arrangements with the Contract Administrator to have the location marked. The absence or visibility of the field markings will not alter the conditions of measurement described in D13.4.
- D13.7 Where the Contractor is of the opinion that there is a discrepancy between the Insp. quantity and/or the seeding quantity and the amount of material required to complete the restoration for a location on a Round, he shall make a request that the Contract Administrator review the

location. The location will be adjusted at the Contract Administrator's discretion, the location will be marked and the "Insp. Quantity" will be revised as necessary to reflect any corresponding adjustment.

D14. ADDITIONS TO A ROUND

- D14.1 It may be necessary during the course of the Work to supplement the current Round with additional locations.
- D14.2 Should additions to the Round be required, the Contract Administrator will make a determination with respect to extending the current Round Completion Date. In determining such an extension, consideration will be made for the magnitude of the request in accordance with D15.
- D14.3 Additions to a Round for a zone that has been completed in accordance with E6 will be considered as "short notice" restorations as per D17.

D15. EXTENSION OF ROUND COMPLETION DATES

- D15.1 The "permit quantities" shown on the Rounds are the quantities on the Restoration Permits and are provided for the Inspectors use and for summarization purposes.
- D15.2 Quantities on a Round will be revised in accordance with D13.
- D15.3 Round Periods are established on the basis of the actual work not exceeding an average daily rate of **one hundred (100) square metres** of sod placed per day.
- D15.4 Should the actual revised amount of sod to be placed to complete a Round be greater than the average daily rate multiplied by the Round Period, the Round Completion Date shall be extended in accordance with the example in D15.5
- D15.5 Example

Round Commencement Date = July 1
 Round Period = 31 days
 Average daily rate = 100 sq.m./day
 Total Permit Quantity = 2962 sq.m.
 Total revised Inspector quantity = 3,245 sq.m.

Round Completion Date = July 31

| | | | | |
|--------------------|---|----------------------------|---|-------------------------------|
| Round Period(days) | X | avg. daily rate(sq.m./day) | = | Round Period Maximum quantity |
| 31 | X | 100 | = | 3100 sq.m. |

| | | | |
|----------------------------------|---|-------------------------------|-------------|
| Total revised Inspector quantity | - | Round Period maximum quantify | = |
| 3,245 | - | 3,100 | = 145 sq.m. |

In this example the Round Completion Date would be extended by:
 Round Period maximum quantity /average daily rate = Quantity over maximum
 145 / 100 = 1.45
 fractions of a day will be rounded up to a full day, therefore extension = two (2) days.

- D15.6 Further to GC:16, only long term inclement weather, will be considered with respect to adjusting the Work Schedule, as determined by the Contract Administrator. The Contractor shall improve his methods, increase his plant and employ additional or more qualified labour as necessary to ensure that the Work is kept on schedule.

D16. SEQUENCING (ORDER OF OPERATIONS) OF THE WORK

D16.1 The restoration of boulevard cuts encompasses four major operations as follows:

- (a) Excavating, filling, compacting the backfill material and trimming the perimeter.
- (b) Placing the top soil.
- (c) Placing the sod/seed.
- (d) Maintaining the sod/seed in accordance with E6.

D16.2 The Contractor shall carry out the Work for each Round in the following manner;

- (a) the Work shall be done on a zone to zone basis in the order that the zones appear on the Round, unless prior written permission is granted by the Contract Administrator; and
- (b) no one operation of the first three (3) major operations herein listed, shall be commenced in a zone until that same operation has been completed for the preceding zone.

D16.3 Where the Contractor utilizes two or more crews that will be working independently, permission may be granted to amend condition D16.2(a) to allow the crews to work in separate zones. Condition D16.2(b) will apply to each independent crew. A crew shall consist of no fewer than three (3) people.

D17. SHORT NOTICE RESTORATIONS

D17.1 Short notice restorations shall be completed as specified in E6. Short notice restorations will be limited to a maximum of two (2) in any week where the locations are not in the same block, and four (4) in any week where two or more of the locations or in the same block and are assigned to the Contractor at the same time. Locations assigned as Short Notice Restorations may or may not be on the current Round.

D17.2 Short notice restorations will be included in determining an extension of the Round Completion Period in accordance with D15.

D18. CRITICAL STAGES

D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Each Round shall be completed by its Round Completion Date adjusted as required in accordance with D15.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance by October 15,2004.

D19.2 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance by October 18,2004.

D20.2 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve critical stages or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Each Round - three hundred dollars (\$300.00);
- (b) Total Performance - three hundred dollars (\$300.00).

D21.2 If the Contractor fails to achieve completion of the Final Round by its Round Completion Date, and the weather prevents the Contractor from completing the Final Round in the current year, then the Contractor shall pay the City an amount to be calculated as follows:

Total the revised quantities of the locations on the Final Round that were not completed.

Divide the total by 100 and round to the next nearest whole number. Eg. 3.2 will be rounded to 4.

Multiply the number by the amount fixed in D21.1 (b).

D21.3 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, or Total Performance by the days fixed herein for same.

D21.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SCHEDULED MAINTENANCE

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

- (a) Sod maintenance as specified in E6; and
- (b) Seed maintenance as specified in E6.

D22.2 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

D23. JOB MEETINGS

D23.1 Regular job meetings will be held at the Site twice weekly. These meetings shall be attended by a minimum of one representative of the Contractor, preferably the Superintendent, and one representative of the City, normally the inspector. At these meetings the Contractor shall provide the Contract Administrator's representative, the inspector, with an up to date copy of the Round(s) in progress. The Contractor shall indicate on the copy of the list the applicable

completion dates, of the first three major items of Work identified in D16 for each location on the list, in the appropriate columns.

- D23.2 Additional job meetings will be held at 1155 Pacific Avenue at the dates and times established by the Contract Administrator. The Contract Administrator will provide the Contractor with a minimum of twenty-four (24) hours of notice of these meetings. These meetings shall be attended by a minimum of one representative of the Contractor and the Contract Administrator or his designated representative. Each representative shall be a responsible person capable of expressing the position of the Contractor or Contract Administrator respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule.

D24. COMMUNICATION WITH CONTRACTOR

- D24.1 Further to GC:6.23 of the General Conditions, the Contractor's Supervisor shall be equipped at all times during prosecution of the Work with a fully operational and functioning cellular phone. The phone number for this phone shall be provided to the Contract Administrator prior to the commencement of the Work. Should the phone number be changed at any time during the duration of the Contract the Contract Administrator shall be notified immediately.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D25.1 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).

MEASUREMENT AND PAYMENT

D26. PROGRESS ESTIMATES

- D26.1 Notwithstanding GC 12.7 of the General Conditions, by the fourteenth (14) Calendar Day after Round Completion, or as soon thereafter as possible, the Contract Administrator shall, subject to having received all necessary information from the Contractor by the seventh (7) Calendar Day after Round Completion, prepare a progress estimate setting out the quantity and value of the work performed completing the Round.

D27. RELEASE OF MAINTENANCE HOLDBACK

- D27.1 By the fourteenth (14) Calendar Day after the termination of the maintenance period has been granted by the Contract Administrator for all locations on the Round, or as soon thereafter as possible, the Contract Administrator shall, prepare a progress estimate releasing the maintenance holdback for the Round.

D28. DIMINUTION

- D28.1 Further to GC.7.5 of the General Conditions, the major components of the Work intended to be done under the Contract are estimated based on the summation of:
- (a) the total unrestored mud cut quantities on Restoration Permits for each Section issued by the City prior to bid preparation; and
 - (b) the total mud cut quantities on Restoration Permits for each Section issued by the City following bid preparation that are deemed ready for restoration by the Contract Administrator.

The quantity of seeding required is proportional to the quantity of sod.

D28.2 Notwithstanding GC 7.5, no claim shall be made for damages on the ground of loss of anticipated profit on Work diminished or on any other ground should the value of the Contract Price be diminished more than Twenty (20%) Percent as a result of the major components of the Work as identified in D28.1 not meeting the estimated approximate quantities for each Section on Form B: "Prices".

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 OPPURTUNITY NO. 161-2004

RESTORATION OF BOULEVARD CUTS

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 – 161-2004
RESTORATION OF BOULEVARD CUTS

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)