

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 Combined Sewer Renewals by Cured-in-Place-Pipe (CIPP) methods.
- D2.2 The major components of the Work are as follows:
- (a) Mobilization to the Site;
 - (b) CIPP trenchless point repairs to sewers;
 - (c) Flow Control (sewer and service connections);
 - (d) CIPP Lining;
 - (e) Manhole and catchbasin rehabilitation;
 - (f) Surface restoration, Site clean up and demobilization.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "CIPP" means Cured-in-Place-Pipe;
 - (b) "CIPP Supplier and Installer" means only the suppliers and installers that were pre-approved under the City of Winnipeg "Request for Qualifications for the Supply and Installation of Cured-in-Place-Pipe (CIPP), Bid Opportunity No. 82-2004 shall be approved for 2004 sewer lining projects in the City of Winnipeg.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is Wardrop Engineering Inc., represented by:
- Hartley Katz, C.E.T., P. Eng.
400-386 Broadway
Telephone No. (204) 956-0980
Facsimile No. (204) 957-5389

D4.2 At the pre-construction meeting, Hartley Katz 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.

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. 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 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.

D11. EQUIPMENT LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at 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.

D12. SECURITY CLEARANCE

D12.1 Criminal Record Search Certificate

D12.1.1 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.

D12.1.2 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.

D12.1.3 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.

D12.1.4 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.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D13.2 The detailed work schedule shall consist of the following:

a Gantt chart for the Work based on the C.P.M. schedule all acceptable to the Contract Administrator.

D13.3 Further to D13.2, the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) commencement date;
- (b) sewer and catchbasin and catchbasin lead cleaning:
 - (i) sewer and catchbasin lead video inspections;
 - (ii) pre-external point repair;
 - (iii) pre-lining;
 - (iv) post lining.
- (c) Trenchless point repairs;
- (d) CIPP Lining;
- (e) Manhole and catchbasin rehabilitation;
- (f) Surface Restoration;

- (g) Site Clean up and demobilization;
- (h) Total Performance.

D13.4 Further to D13.2, the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D14. COMMENCEMENT

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

D14.2 The Contractor shall not commence any Work on 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;
 - (vi) the equipment list specified in D11;
 - (vii) the security clearances specified in D12; and
 - (viii) the detailed work schedule specified in D13.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 Commencement of the Work shall be at the discretion of the Contractor provided the commencement date will allow the achievement of Substantial Performance of the Work in accordance with D16.

D15. CRITICAL STAGES

D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) All Works required at the following locations shall not commence until the completion of external point repairs by others. It is expected that the external point repairs will be completed by July 30, 2004. The Contract Administrator shall inform the CIPP Installation Contractor when the lining Works can begin.
 - (i) Boyd Avenue from the manhole at McGregor Street to the first manhole east of McGregor Street.
 - (ii) Church Avenue from the manhole at Powers Street to the first manhole east of Andrews Street.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance by June 15, 2005.
- D16.2 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 reinspected.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by July 1, 2005.
- D17.2 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.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 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 One Thousand dollars (\$1000.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.
- D18.2 The amount specified for liquidated damages in D18.1 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.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SCHEDULED MAINTENANCE

- D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Warranty Lining Inspections as specified in E2.
- D19.2 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

D20. JOB MEETINGS

- D20.1 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.
- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D21. PROTECTION OF TREES

- D21.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within the limits of the construction area.
- D21.2 The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- D21.2.1 Mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8") wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
- D21.2.2 Excavations shall be carried out in such a manner so as to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation and coated with an appropriate wound dressing to prevent infection.
- D21.2.3 Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch and coat them with an appropriate wound dressing to prevent infection.
- D21.2.4 All damages to existing trees caused by the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Parks and Recreation Department, Forestry Branch.
- D21.2.5 No separate measurement or payment will be made for protection of trees. It shall be considered incidental to the contract Work.
- D21.2.6 Elm trees shall not be pruned between April 1 and August 1 of any year.

D22. TRAFFIC CONTROL

- D22.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets at all times during construction as follows.
- (a) Main Street at Carruthers Avenue:
 - (i) Contact Winnipeg Transit, Mr. Dan Kirk, Chief Inspector of Transit, 986-5745, two weeks prior to start of Work.
 - (ii) North side of manhole to remain unobstructed to allow for transit bus traffic.
 - (iii) No parking in curb lane north bound from Carruthers to Matheson Avenue East.
 - (iv) Contractor to adhere to any other traffic control requests by Winnipeg Transit.
 - (b) Main Street at Seven Oaks:
 - (i) Maintain three lanes of north bound traffic.
 - (c) Boyd at McGregor:
 - (i) Maintain one lane of traffic in both directions on McGregor.
 - (d) Construction activities shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.
 - (e) The Contractor will have access to the open lanes of traffic during non-restricted hours provided flag persons are used in accordance with Section 3.12 of The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets to maintain traffic safety.
- D22.2 Further to Section 3.7 of CW 1130 of the General Requirements and Section 2.05 of The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets", should the City of Winnipeg require that Work on Regional Streets be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet these requirements.
- D22.3 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- D22.4 The Contractor shall not park company or private vehicles inside the barricaded Work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

D23. CONFINED SPACE ENTRY SAFETY

- D23.1 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines thereunder pertaining to confined entry work, and in particular the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).
- D23.2 The Contractor shall provide supplied air breathing apparatus conforming to the requirements of the Act, Regulation and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the Work.

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

D24.1 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

D25. WATER SUPPLY

D25.1 Further to Section 3.14 of CW 2140 and Section 3.7 of CW 1120 of the General Requirements water supply for the Work may be taken from City of Winnipeg hydrants.

D25.2 Charges incurred for the permits and water meters shall be paid for by the Contractor when the permit is taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity Number shall be noted on each permit.

D25.3 The Contractor shall make the following arrangements for hydrant turn on and turn off.

- (a) Contact City of Winnipeg Water Services Division (WSD) for hydrant turn on and turn off required between 0800 hours and 1500 hours Monday to Friday. Notice for turn on and turn off shall be provided on the previous business day.
- (b) Contact Emergency Services Branch (986-2626) with a minimum of 2 hours notice for hydrant turn on and turn off required outside of the above hours.
- (c) The Contractor shall wait at the hydrant from the requested turn on or turn off time until City staff arrives to turn on or turn off the hydrant.

D25.4 Hydrants shall be considered to be “in the Contractor's control” from the time the City has turned the hydrant on until the City has turned the hydrant off.

D25.5 Between November 1 and April 30 of any year the Contractor shall take all necessary precautions to prevent freezing of hydrants and related appurtenances for hydrants in their control and shall be responsible to pump out hydrants turned off by Emergency Services.

D25.6 If a hydrant or appurtenance is damaged due to freezing or improper turn on or turn off procedures while in the Contractor's control, WSD will assess the damage and determine if WSD will repair the damage or if the Contractor will be responsible to repair the damage. Costs for repairs completed by WSD will be deducted from payments owing the Contractor. Repairs completed by the Contractor will be at the Contractor's expense.

D25.7 The Contractor shall provide a traffic ramp for hydrant connection hoses that cross roadways. The ramp shall be designed and constructed to not present a hazard to vehicles travelling over it and to ensure that no part of the hose is run over by a motor vehicle. Traffic ramps shall be satisfactory to the Contract Administrator.

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. 241-2004

2004 COMBINED SEWER RENEWALS BY CIPP LINING
CONTRACT NO. 14

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 – 241-2004

2004 COMBINED SEWER RENEWALS BY CIPP LINING
CONTRACT NO. 14

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D11)
2004 COMBINED SEWER RENEWALS BY CIPP LINING
CONTRACT NO. 14

1. Category/type: Sewer Cleaning

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

2. Category/type: Sewer Inspection/Solid Debris Cutting/Connection Reinstatement

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

3. Category/type: Bypass Pumping

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

FORM K: EQUIPMENT
(See D11)
2004 COMBINED SEWER RENEWALS BY CIPP LINING
CONTRACT NO. 14

<p>4. Category/type: Boilers</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>