

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

Part 1 – City Funded Work

- D2.1 Part 1 – City Funded Work shall consist of:
- (a) Pavement Reconstruction
 - (i) Oxford Street from Corydon Avenue to Grosvenor Avenue (Asphalt)
 - (ii) Oxford Street from Academy Road to Wellington Crescent (Concrete)

Part 2 – Provincially Funded Work

- D2.2 Part 2 – Provincially Funded Work shall consist of:
- (a) Major Rehabilitation
 - (i) Lamont Boulevard from Corydon Avenue to Cuthbertson Avenue
 - (b) Curb and Gutter Renewal and Asphalt Overlay
 - (i) Stiles Street from Portage Avenue to Wolseley Avenue
 - (c) Crack and Sealing Pavement Rehabilitation
 - (i) Oxford Street from Grant Avenue to Mathers

Part 3 – Sewer Works

- D2.3 Part 3 – Sewer Work shall consist of:
- (a) Combined Sewer Renewal
 - (i) Oxford Street from Manhole at Wellington Crescent to Manhole at Academy Road
 - (ii) Oxford Street from 4th Manhole North of Corydon Avenue to Manhole at Grosvenor Avenue
 - (b) External Point Repair
 - (i) Lamont Boulevard from Corydon Avenue to Cuthbertson Avenue
 - (ii) Stiles Street from Portage Avenue to Wolseley Avenue

- D2.4 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.
- D2.4.1 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.
- D2.4.2 Further to GC 7.5, GC 7.5.1, and GC 7.6, a reduction in the Contract Price pursuant to D2.4.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of GC:7.5.
- D2.4.3 If all or any portion of Part 2 is eliminated pursuant to D2.4.1, 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.
- D2.5 The major components of the Work are as follows:
- (a) Asphalt Pavement Reconstruction
 - (i) Remove existing pavement
 - (ii) Excavation
 - (iii) Installation of subdrains
 - (iv) Insulation of water services (from Corydon to 0+280)
 - (v) Compaction of existing sub-grade
 - (vi) Replace curb inlets with catchpits as per SD-023
 - (vii) Placement of separation/reinforcement fabric (from Corydon to 0+280)
 - (viii) Placement of sub-base and base course materials
 - (ix) Cellular Concrete installation (By others) (from 0+280 to Grosvenor)
 - (x) Complete sidewalk renewal
 - (xi) Construct concrete curb and gutter utilizing slip form paving equipment
 - (xii) Placement asphalt paving (average thickness 100 mm)
 - (xiii) Boulevard Restoration

- (b) Concrete Pavement Reconstruction
 - (i) Remove existing pavement
 - (ii) Excavation
 - (iii) Installation of subdrains
 - (iv) Insulation of water services
 - (v) Compaction of existing sub-grade
 - (vi) Replace curb inlets with catchpits as per SD-023
 - (vii) Placement of separation/reinforcement fabric
 - (viii) Placement of sub-base and base course materials
 - (ix) Complete sidewalk renewal
 - (x) Construct 150 mm concrete pavement (reinforced) (Oxford Street from Academy to Wellington)
 - (xi) Construct 180 mm curb (separate) utilizing slip-form paving equipment (Oxford Street from Academy to Wellington)
 - (xii) Boulevard Restoration

- (c) Major Rehabilitation
 - (i) Planing of existing asphalt pavement
 - (ii) Complete pavement patching
 - (iii) Renewal of existing curb utilizing slip-form paving equipment (Lamont Boulevard)
 - (iv) Replace curb inlets with catchpits as per SD-023
 - (v) Boulevard Restoration
 - (vi) Placement of asphalt overlay
(Lamont Boulevard average thickness - 95 mm)

- (d) Curb and Gutter Renewal and Asphalt Overlay
 - (i) Complete saw cutting for curb and gutter
 - (ii) Remove existing pavement for curb and gutter
 - (iii) Complete sidewalk renewal
 - (iv) Replace curb inlets with catchpits as per SD-023
 - (v) Construct curb and gutter utilizing slip-form paving equipment
 - (vi) Planing of existing asphalt pavement
 - (vii) Complete Pavement Patching
 - (viii) Boulevard Restoration
 - (ix) Placement of asphalt overlay
(Stiles Street average thickness - 100 mm)

- (e) Crack and Seating Pavement Rehabilitation
 - (i) Complete saw cutting for curb and gutter
 - (ii) Crack and seat existing pavement
 - (iii) Remove existing pavement for curb and gutter
 - (iv) Complete sidewalk renewal
 - (v) Replace curb inlets with catchpits as per SD-023
 - (vi) Construct curb and gutter utilizing slip-form paving equipment
 - (vii) Planing of existing asphalt pavement
 - (viii) Complete Pavement Patching
 - (ix) Boulevard Restoration
 - (x) Placement of asphalt overlay.
(Oxford Street average thickness - 140 mm)

- (f) Combined Sewer Renewal
 - (i) Renewal of existing sewer off line
 - (ii) Installation of Manholes
 - (iii) Abandonment of Existing Sewer, Manholes and Catchbasins
 - (iv) Renewal of Sewer services from Property line to new sewer alignment
 - (v) Inspect Sewer segment for deficiencies

- (g) External Point Repairs
 - (i) Remove concrete road slab over Sewer replacement limits.
 - (ii) Excavate down to existing sewer
 - (iii) Replace existing sewer pipe within limits
 - (iv) Backfill
 - (v) Inspect entire Sewer segment for deficiencies

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dillon Consulting Ltd., represented by:

Dave P. Krahn, P. Eng.
Project Manager
Suite 200 – 895 Waverley Street
Winnipeg, Manitoba R3T 5P4
Telephone No. (204) 453-2301
Facsimile No. (204) 452-4412

D3.2 At the pre-construction meeting, Dave P. Krahn, P. Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

- D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg, MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. PERFORMANCE SECURITY

- D7.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in

the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D7.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D10. EQUIPMENT LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (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.
- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D11.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
 - (c) a daily manpower schedule for the Work
all acceptable to the Contract Administrator.
- D11.3 Further to D11.2(a), 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:
- D11.4 Further to D11.2(b), 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.
- D11.5 Further to D11.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) the performance security specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the subcontractor list specified in D9;
 - (vi) the equipment list specified in D10;
 - (vii) the detailed work schedule specified in D11; and
 - (viii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D12.4 The City of Winnipeg intends to award this contract by May 28, 2004.

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.

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) MTS- Miscellaneous adjustments to manholes or other appurtenances may be required on any of the residential streets. These adjustments should be co-ordinated with the adjustment of drainage inlets and manholes performed by the Contractor.
- (b) Manitoba Hydro – Miscellaneous adjustments to manholes or other appurtenances may be required on any of the residential streets. These adjustments should be co-ordinated with the adjustment of drainage inlets and manholes performed by the Contractor. In addition, street lighting cables will be replaced in all Reconstruction roadwork locations, and should be co-ordinated prior to any boulevard grading taking place.
- (c) Manitoba Hydro Gas Division – Gas services will be lowered if required on all Reconstruction roadwork locations. This work should be co-ordinated immediately after excavation has taken place.
- (d) Cellular Concrete Solutions – Supply and Placement of Cellular Concrete (By others)

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.
- D16.1.4 The Contractor shall start the work on Oxford Street at all three locations first, (ie. the sewer work on the two sections of Oxford Street, and the roadwork on Oxford Street from Grant Avenue to Mathers Avenue). After completing the construction on one of the streets, as stated in D16.1.1 above, the Contractor may be permitted to commence construction on another street within the project scope.
- D16.1.5 The sewer work on the two Oxford Street locations and the external point repairs as stated in D2.6 must be completed prior to the construction taking place on the roadworks.
- D16.1.6 The Sewer works on Oxford Street between Corydon and Grosvenor must be completed first to allow the roadway construction to take place immediately following the sewer renewal. The Sewer works on Oxford Street between Academy and Wellington shall take place second or simultaneously, and the External point repairs may be completed at any time prior to the rehabilitation of their respected streets.
- D16.1.7 The Contractor shall place all Granular Base Material on Oxford Street between Corydon and Grosvenor from Corydon Avenue to 0+280 prior to any Cellular Concrete being placed. Once the base is prepared to the satisfaction of the Contract Administrator, Cematrix Cellular Concrete Solutions, will be allowed five (5) working days where no work will take place by the Contractor and the Cellular Concrete will be placed from 0+280 to Grosvenor Avenue. The Cellular Concrete will require forty-eight (48) hours of curing prior to the placement of the base material from 0+280 to Grosvenor Avenue.
- D16.1.8 The Reconstruction of Oxford Street shall be completed to the granular base material stage by the Contractor as stated in D2.6 a) viii) to allow the placement of the Cellular Concrete as stated in D16.1.7 in the month of June 2004.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance within fifty-five (55) 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 sixty (60) 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 Total Performance in accordance with the Contract by the days fixed herein for Total Performance, the Contractor shall pay the City one thousand five hundred dollars (\$1,500) per Working Day for each and every Working Day following the day fixed herein for Total 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 Total 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 as specified in CW 3250, including sealing of the joint as necessary between the concrete curb and gutter and the asphalt pavement. ;
- (b) Sodding (Maintenance Period) as specified in CW 3510;

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 field office. 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) years thereafter for Major Rehabilitation, Curb and Gutter Renewal and Asphalt Overlay, and Crack and Seat Pavement Rehabilitation , 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, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or
 - (b) Substantial Performance has been achieved.
- 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 OPPURTUNITY NO. 92-2004

THE CITY OF WINNIPEG/PROVINCE OF MANITOBA - 2004 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1 OXFORD STREET RECONSTRUCTIONS AND SEWER WORKS, PART 2 LAMONT BOULEVARD AND VARIOUS OTHER LOCATIONS, PART 3 SEWER WORKS 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 – 92-2004

THE CITY OF WINNIPEG/PROVINCE OF MANITOBA - 2004 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1 OXFORD STREET RECONSTRUCTIONS AND SEWER WORKS, PART 2 LAMONT BOULEVARD AND VARIOUS OTHER LOCATIONS, PART 3 SEWER WORKS

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)

THE CITY OF WINNIPEG/PROVINCE OF MANITOBA - 2004 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1 OXFORD STREET RECONSTRUCTIONS AND SEWER WORKS, PART 2 LAMONT BOULEVARD AND VARIOUS OTHER LOCATIONS, PART 3 SEWER WORKS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
UNDERGROUND WORKS - SUPPLY OF MATERIALS		
Sewer Piping		
Catchbasins/Manholes and Drainage Inlets		
Subdrains		
Geotextile		
Other		
UNDERGROUND WORKS - INSTALLATION/PLACEMENT		
Sewer Piping		
Catchbasins/Manholes and Drainage Inlets		
Subdrains		
Geotextile		
Other		
SURFACE WORKS - SUPPLY OF MATERIALS		
Concrete		
Asphalt		
Sub-Base and Base Course		
Topsoil/Sodding		
Other		
SURFACE WORKS - INSTALLATION/PLACEMENT		
Concrete Works		
Asphaltic Concrete Pavement Works		
Sub-Base and Base Course		
Topsoil/Sodding		
Other		

FORM K: EQUIPMENT
(See D10)

THE CITY OF WINNIPEG/PROVINCE OF MANITOBA - 2004 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1 OXFORD STREET RECONSTRUCTIONS AND SEWER WORKS, PART 2 LAMONT BOULEVARD AND VARIOUS OTHER LOCATIONS, PART 3 SEWER WORKS

<p>1. Category/type: Sewer Works</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: Earthmoving/Excavation</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: Compaction</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>

FORM K: EQUIPMENT
(See D10)

THE CITY OF WINNIPEG/PROVINCE OF MANITOBA - 2004 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1 OXFORD STREET RECONSTRUCTIONS AND SEWER WORKS, PART 2 LAMONT BOULEVARD AND VARIOUS OTHER LOCATIONS, PART 3 SEWER WORKS

4. Category/type: Concrete Restoration and Paving

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

5. Category/type: Asphalt Paving

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

6. Category/type: Miscellaneous

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

Registered owner: _____

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

Registered owner: _____

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

Registered owner: _____

FORM L: DETAILED WORK SCHEDULE
 (See D11)

THE CITY OF WINNIPEG/PROVINCE OF MANITOBA - 2004 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1 OXFORD STREET RECONSTRUCTIONS AND SEWER WORKS, PART 2 LAMONT BOULEVARD AND VARIOUS OTHER LOCATIONS, PART 3 SEWER WORKS

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					
	10	20	30	40	50	60
Oxford Street Sewer Renewal MH at Wellington Cr. to MH at Academy Rd.						
Oxford Street Sewer Renewal 4 th MH North of Corydon Ave. to MH at Grosvenor Ave.						
Lamont Boulevard External Point Repairs Corydon Ave. to Cuthbertson Ave.						
Stiles Street External Point Repair Portage Ave. to Wolseley Ave.						
Oxford Street Asphalt Reconstruction Corydon Ave. to Grosvenor Ave.						
Oxford Street Concrete Reconstruction Academy Rd to Wellington Cr.						
Lamont Boulevard Rehabilitation Corydon Ave. to Cuthbertson Ave.						
Stiles Street Curb and Gutter Renewal and Asphalt Overlay Portage Ave. to Wolseley Ave.						
Oxford Street Crack and Seat Grant Ave. to Mathers Ave.						