

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the General Conditions for Construction Contracts, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and G.C:6.17.
The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of:
- (a) Asphalt Resurfacing and Associated Works
 - (i) Fermor Avenue, Westbound – Lagimodiere Boulevard to Rue Archibald
 - (ii) Inkster Boulevard, Westbound – Sinclair Street to Airlies Street
- D2.2 The major components of the Work are as follows:
- (a) Asphalt Resurfacing and Related Works
 - (i) Asphalt and concrete planning
 - (ii) Full depth concrete repairs of existing slabs and joints
 - (iii) Renewal of existing curbs and sidewalks
 - (iv) Construct splash strip in median lane utilizing slip-form paving (Fermor)
 - (v) Construct asphaltic concrete Pedestrian/Cycle Path (Fermor)
 - (vi) Grading of ditches (Fermor)
 - (vii) Placement asphalt overlay (average thickness-100mm)
 - (viii) Resurfacing of existing gravel shoulder (Fermor)
 - (ix) Boulevard grading and sodding
 - (x) 3 Streetscaping plazas, including trees and shrubs (Fermor)

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
Mr. Brent Kellett, C.E.T.
Technologist III
106-1155 Pacific Avenue
Winnipeg, MB, R3E 3P1

Telephone No. (204) 986-3227
Facsimile No. (204) 986-5302

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

D4. CONTRACTOR'S SUPERVISOR

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

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

D5. NOTICES

D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D2.1.

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

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

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

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

D6. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D7. PERFORMANCE SECURITY

- D7.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D7.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. SUBCONTRACTOR LIST

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

D10. DETAILED WORK SCHEDULE

- D10.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D10.2 The detailed Work schedule shall consist of the following:
- (a) a Gantt chart for the Work acceptable to the Contract Administrator.
- D10.3 Further to D10.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division, for each Phase and Stage of Fermor Avenue and Inkster Boulevard. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the Workers compensation coverage specified in GC:6.14;
 - (iii) the performance security specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the subcontractor list specified in D9;
 - (vi) the detailed Work schedule specified in D10; and
 - (vii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D11.3 The Contractor shall not commence the Work on the Site before May 17th, 2004, and shall commence the Work on Site no later than May 25th, 2004, as directed by the Contract Administrator and weather permitting.
- D11.4 The City intends to award this contract by May 7th, 2004.

D12. WORKING DAYS

- D12.1 Further to GC:1.1(gg);
- D12.1.1 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.
- D12.1.2 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.

- D12.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to Work in assessing Working Days.

D13. RESTRICTED WORK HOURS

- D13.1 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.

D14. WORK BY OTHERS

- D14.1 Work by others on or near the Site will include but not necessarily be limited to:
- (a) The installation of loops and signals plant by the Traffic Signals Branch of the Public Works Department, or the Traffic Signals Branch designated Contractor.
 - (b) Various Work on survey monuments by the Geomatics Services Branch of the Planning Property and Development Department at various locations throughout the site.

D15. SEQUENCE OF WORK

- D15.1 Further to GC 6.1, the sequence of Work shall be as follows:
- D15.2 The Work shall be divided into 4 Phases. Each Phase shall be subdivided into stages. Stages are further subdivided into major items of Work.

D15.3 **Phase I**

Fermor Avenue Westbound from Lagimodiere Boulevard to Westmount Drive

Stage I – Median and left turn lanes

- 1) Planing of asphalt and concrete where required;
- 2) Planing of existing barrier curb;
- 3) Concrete pavement slab and joint Work and adjustments to pavement structures and appurtenances;
- 4) Install Splash Strip, concrete boulevard Works and sidewalk reconstruction;
- 5) Placing topsoil and finish grading;
- 6) Placing of scratch course of asphalt;
- 7) Laying of sod

Stage II – Curb and right turn lanes

- 1) Planing of asphalt and concrete where required;
- 2) Concrete pavement slab and joint Work and adjustments to pavement structures and appurtenances;
- 3) Curb renewal, concrete boulevard Works and sidewalk reconstruction;
- 4) Start construction of asphaltic concrete Pedestrian/Cycle Path;
- 5) Start construction of streetscapes along Pedestrian/Cycle Path;
- 6) Grading of ditches;
- 7) Placing of scratch course of asphalt;
- 8) Laying of sod and/or seeding

Stage III – Final Layer of Asphalt; All Lanes

- 1) Placing final lift of asphalt;
 - 2) Preparation and Resurfacing of Shoulder
- (i) All asphaltic concrete Work shall be performed using a lane-at-a-time method (see E5 for minimum requirements of traffic lanes to be left open at various times).
 - (ii) At the end of any day, there shall be no drop-off along any longitudinal joint, excepting the longitudinal joint between the gutter and approaches.
 - (iii) Immediately following the completion of the asphaltic concrete Works of Phase I, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris.

D15.4 Phase II

Fermor Avenue Westbound from Westmount Drive to Autumnwood Drive

Work on Phase II shall not commence until all the concrete Works of Phase I are totally complete and the remainder of the asphalt Work can be completed with four (4) Working days.

Stage I – Median and left turn lanes

- 1) Planing of asphalt and concrete where required;
- 2) Planing of existing barrier curb;
- 3) Concrete pavement slab and joint Work and adjustments to pavement structures and appurtenances;
- 4) Install Splash Strip, concrete boulevard Works and sidewalk reconstruction;
- 5) Placing topsoil and finish grading;
- 6) Placing of scratch course of asphalt; and
- 7) Laying of sod

Stage II – Curb and right turn lanes

- 1) Planing of asphalt and concrete where required;
- 2) Concrete pavement slab and joint Work and adjustments to pavement structures and appurtenances;
- 3) Curb renewal, concrete boulevard Works and sidewalk reconstruction;
- 4) Complete the construction of an asphaltic concrete Pedestrian/Cycle Path;
- 5) Complete the construction of streetscapes and tree/shrub planting along Pedestrian/Cycle Path;
- 6) Grading of ditches;
- 7) Placing of scratch course of asphalt;
- 8) Laying of sod and/or seeding

Stage III – Final Layer of Asphalt; All Lanes

- 1) Placing final lift of Asphalt;
 - 2) Preparation and Resurfacing of Shoulder
- (i) All asphaltic concrete Work shall be performed using a lane-at-a-time method (see E5 for minimum requirements of traffic lanes to be left open at various times).

- (ii) At the end of any day, there shall be no drop-off along any longitudinal joint, excepting the longitudinal joint between the gutter and approaches.
- (iii) Immediately following the completion of the asphaltic concrete Works of Phase II, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris.

D15.5 **Phase III**

Fermor Avenue Westbound from Autumnwood Drive to Rue Archibald

Work on Phase III shall not commence until all the concrete Works of Phase II are totally complete and the remainder of the asphalt Work can be completed with four (4) Working days.

Stage I – Median and left turn lanes

- 1) Planing of asphalt and concrete where required;
- 2) Planing of existing barrier curb;
- 3) Concrete pavement slab and joint Work and adjustments to pavement structures and appurtenances;
- 4) Install Splash Strip, concrete boulevard Works and sidewalk reconstruction;
- 5) Placing topsoil and finish grading;
- 6) Placing of scratch course of asphalt;
- 7) Laying of sod

Stage II – Curb and right turn lanes

- 1) Planing of asphalt and concrete where required;
- 2) Concrete pavement slab and joint Work and adjustments to pavement structures and appurtenances;
- 3) Curb renewal, concrete boulevard Works and sidewalk reconstruction;
- 4) Grading of ditches;
- 5) Placing of scratch course of asphalt;
- 6) Laying of sod and/or seeding

Stage III – Final Layer of Asphalt; All Lanes

- 1) Placing final lift of Asphalt;
- 2) Preparation and Resurfacing of Shoulder
- (i) All asphaltic concrete Work shall be performed using a lane-at-a-time method (see E5 for minimum requirements of traffic lanes to be left open at various times).
- (ii) At the end of any day, there shall be no drop-off along any longitudinal joint, excepting the longitudinal joint between the gutter and approaches.
- (iii) Immediately following the completion of the asphaltic concrete Works of Phase III, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris.

D15.6 **Phase IV**

Inkster Boulevard Westbound from Sinclair Street to Airlies Street

Work on Phase IV shall not commence until Work on Phase III is within five (5) Working days of completion.

Stage I – Curb Lane and Adjacent Boulevard Area

- 1) Planing of asphalt and concrete where required;
- 2) Concrete pavement Works, underground Works where required and adjustments to pavement structures and appurtenances;
- 3) Curb renewals and sidewalk renewals;
- 4) Boulevard grading and sod restoration;
- 5) Placing of asphalt scratch course

Stage II – Median Lane and Median Boulevard

- 1) Planing of asphalt and concrete where required;
- 2) Concrete pavement Works, underground Works where required and adjustments to pavement structures and appurtenances;
- 3) Curb renewals;
- 4) Median grading and sod restoration;
- 5) Placing of asphalt scratch course

Stage III – Final Layer of Asphalt; All Lanes

- 1) Placing final lift of Asphalt;
 - (i) All asphaltic concrete Work shall be performed using a lane-at-a-time method (see E5 for minimum requirements of traffic lanes to be left open at various times).
 - (ii) At the end of any day, there shall be no drop-off along any longitudinal joint, excepting the longitudinal joint between the gutter and approaches.
 - (iii) Immediately following the completion of the asphaltic concrete Works of Phase IV, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris.

D15.7 Construction activity is to be limited to one lane of the roadway at a time. No construction shall commence on the subsequent lane until all Work is completed on the initial lane, and it has been re-opened to traffic.

D15.8 Planing operations are to be limited to one lane of the roadway. Planing of the next lane shall not commence until the Contract Administrator has approved the opening of the lane currently under construction to traffic. Planing in the next Phase shall not commence until the Contract Administrator has approved the plan to accommodate traffic during paving.

D15.9 The Contractor shall delay placing the final lift of asphalt on the initial lane of the roadway, so that the final lift of all lanes, in each individual Phase is placed in one operation.

D15.10 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 permit the above to be modified.

D15.11 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. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance within eighty-five (85) consecutive Working Days of the commencement of the Work as specified in D11.
- 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 re-inspected.
- 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 within ninety (90) consecutive Working Days of the commencement of the Work as specified in D11.
- 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 re-inspected.
- 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 (\$1,000) per Working day for each and every Working 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) Sodding as specified in CW 3510-R7;
 - (b) Reflective Crack Cleaning and Sealing during the One Year Maintenance Warranty Period as specified in CW 3250-R5;
 - (c) Tree/Shrub and Plant Material maintenance as specified in E15.

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

- D21.1 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).

D22. WARRANTY

- D22.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter with the following exceptions.
- (a) All plant material shall be warranted for a full two years, from the date of acceptance to start the Warranty. Plant material will be accepted at the end of the two year maintenance period if it is healthy and as per E14. Any plant material requiring replacement, shall carry an additional two year warranty and two year maintenance period, until all plants have survived and show healthy growth, and have been maintained for a full two years.
 - (b) The Barkman Roman Stone Retaining Walls shall be warranted for a full five (5) years against ungluing of the individual wall and cap stones. Any stones which become loose are to be re-glued and/or replaced if necessary.

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. 99-2004

FERMOR AVENUE – WESTBOUND (LAGIMODIERE BOULEVARD TO RUE ARCHIBALD)
INKSTER AVENUE – WESTBOUND (SINCLAIR STREET TO AIRLIES STREET)
ASPHALT RESURFACING AND ASSOCIATED 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 – 99-2004

FERMOR AVENUE – WESTBOUND (LAGIMODIERE BOULEVARD TO RUE ARCHIBALD)
INKSTER AVENUE – WESTBOUND (SINCLAIR STREET TO AIRLIES STREET)
ASPHALT RESURFACING AND ASSOCIATED 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)

