



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 644-2021

**ESPLANADE RIEL PEDESTRIAN BRIDGE CABLE STAY AND PYLON LIGHTING
UPGRADES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ESPLANADE RIEL PEDESTRIAN BRIDGE CABLE STAY AND PYLON LIGHTING UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 4, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent may view the Site without making an appointment.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- (a) The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A), in accordance with B9;
- (b) Form B: Prices (Section B), in accordance with B10.
- B8.2 The Proposal should also consist of the following components:
- (a) Management Proposal (Section C), in accordance with B11; and
- (b) Technical Proposal (Section D), in accordance with B12;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposals shall be no more than 20 pages in length; excluding required forms, covers, table of contents, drawings and schedule. Proposal format, including type of font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proposals must be readable. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team and approach to the project.
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES (SECTION B)

- B10.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 Prices stated in response to B11.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D30. Any such costs shall be determined in accordance with D30.
- B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. MANAGEMENT PROPOSAL (SECTION C)

- B11.1 Team formation/coordination, project management, quality control/assurance:

- (a) Describe your firm's approach to team formation/coordination, project management, and quality control/assurance.
- (b) Include an organizational chart for the Project.

B11.2 Experience of Proponent, Subconsultants, and Subcontractors firms:

- (a) Include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent, Subconsultants, and Subcontractors.
- (b) Include details demonstrating the history and experience of the Proponent, Subconsultants, and Subcontractors by referencing up to three projects each for projects of similar complexity, scope and value. For each project listed provide a description of the project; roles, project's final construction cost, design and construction schedule, project owner and references (two current names with telephone numbers).

B11.3 Experience and qualifications of key personnel assigned to the Project:

- (a) Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Proponent's Project Manager, managers of the key disciplines, lead designers, construction superintendent, and subcontractor representatives. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1(b).
- (b) For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11.2, provide only the project name and the role of the key person. For other projects provide a description of project, role of the person, project owner and references (two current names with telephone numbers per project).

B12. TECHNICAL PROPOSAL (SECTION D)

B12.1 Project Understanding:

- (a) Provide a description of the team's understanding of the functional and technical requirements, and any other issue that conveys your team's understanding of the Project requirements.

B12.2 Methodology:

- (a) Methodology should be presented in accordance with the Scope of Services identified in D6.

B12.3 Proposed Design and Construction:

- (a) Proponents should present plans as part of their Proposal that meet or exceed all the requirements of this request for proposal. Proponents are required to provide a general overview of the design, including images, product data sheets, and drawings. Details of the proposed lights and lighting controller shall be disclosed. Proponents may choose to submit multiple light and controller designs with prices for the different options. Proponents may also submit prices for different options variations of one lighting design that may rank higher in terms of aesthetic appeal and/or maintenance/durability. Prices for different options shall be presented in complete separate proposals in accordance with B10. Technical soundness, aesthetics/fit, dramatic effect, reliability, and maintenance/durability will be key factors in evaluating the proposed options.

B12.4 Project Schedule:

- (a) Provide a carefully considered Critical Path Method schedule, using Microsoft Project or similar project management software, complete with durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope

of Services. Include critical dates for review and approval by the City and other organizations anticipated during the Project.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) Tetra Tech Canada Inc. (formerly Wardrop Engineering Inc.), who was the designer of the bridge and will be acting as an owner's advocate for this project.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation; that could or would be seen to:
 - (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B14.5** Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

- B15.1** The Proponent shall:
- (a) undertake to be 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, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B15.2** The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.
- B15.3** The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B15.4** Further to B15.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR)

- Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B15.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

- (a) To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been formed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15: | (pass/fail) |
| (c) Total Bid Price; | 40% |
| (d) Management Proposal (Section C) | 20% |
| (e) Technical Proposal (Section D) | 40% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D6.4.
- B21.6 Further to B21.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B21.7 Further to B21.1(d), the Management Proposal will be evaluated based on the information submitted in response to B11.
- B21.8 Further to B21.1(e), the Technical Proposal will be evaluated based on the information submitted in response to B12.
- B21.9 Notwithstanding B21.1(d) to B21.1(e), where Proponents fail to provide a response to B8.2(a) to B8.2(b), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B21.11 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B22.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2022 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B22.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.

B22.6 Following issuance of the Award Letter, a document package comprising the Contract Documents will be provided to the successful Proponent electronically.

B22.7 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D30 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.

B22.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Proponent electronically and there will be no requirement for execution and return to the City by the Proponent. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
- (b) "**Design-Build**" means a project delivery method combining design and construction services into one contract.

D3.2 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) "**Contract Administrator**" means the person authorized to represent the City in respect to the Request for Proposal and subsequent Project;
- (b) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract. This is sometimes used interchangeably with the term "Proponent", or "Design-Builder"; and
- (c) "**Subcontractor**" means a person contracting with the Contractor to perform a part or parts of the Services to be provided by the Contractor pursuant to the Contract. This is sometimes used interchangeably with the term "Subconsultant".

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Darren Burmey, P.Eng., FEC
Bridge Planning & Operations Engineer
Telephone No. 204 986-5409
Email Address dburmey@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. PROJECT BACKGROUND

D5.1 The Esplanade Riel Pedestrian Bridge spans over the Red River south of the Provencher Vehicle Bridge is the City of Winnipeg's landmark signature bridge structure. The structure is a cable stayed bridge constructed in 2003-4.

D5.2 The bridge is two span structure that is approximately 192 m long with a 86.260 m west span and a 105.710 m east span. The bridge is 7 m wide providing for a 5 m clear multi-use path on the deck. The bridge was designed to the CSA S6-00 Canadian Highway Bridge Design Code for a 5 kPa pedestrian load and a 50 kN moving point load. The deck is a voided, reinforced, post-tensioned concrete continuous box with pointy V-shaped edges. The west bearings bear on a separate west abutment. The east bearings bear on a cantilever portion of the east plaza

structure that is contiguous with the Provencher Vehicular Bridge. The bridge deck is integral with the centre pier/pylon. The pylon is concrete filled, voided, steel jacketed construction extending approximately 57 m above the deck.

- D5.3 The west abutment is a voided box abutment and houses electrical distribution panels and utilities. The hollow deck also contains raceways for electrical conduits. The east plaza structure is comprised of two hollow trapezoidal pretensioned, post-tensioned concrete box girders with a concrete deck bearing on a pier at the west end and a voided box abutment at the east end. Electrical distribution panels and utilities are also present in the east abutment.
- D5.4 There are many lights on the bridge. The ones to be upgraded are the cable stay and pylon lights. There are 9 sets of 2 cable stays on each of the east and west spans (36 total). There are 7 cable stays around the centre plaza. Each cable stay has a light illuminating the cable (43 lights total). There are two lights on the bridge deck at the pylon location that illuminates the pylon. There are also 6 lights on the centre plaza roof that illuminates the pylon and there are 2 lights on the west river pier of Provencher Bridge that illuminates the pylon. It is desired that up to 53 lights be upgraded. Upgrading of the 2 lights on the west river pier of Provencher Bridge is desired but it may not be cost effective to have it colour controlled.
- D5.5 Other lights on the bridge include guardrail post lights, centre plaza interior lights, east plaza lights, girder interior lights, under bridge lights, and navigation lights. Upgrading of those lights are not included in the upgrades to be done at this time.
- D5.6 Exterior lighting including the cable stay and pylon lights is controlled by a photocell.
- D5.7 The cable stay and pylon lighting is old and subject to frequent outages. It is expensive to change out cable stay bulbs and fixtures due to difficult access. A zoom boom has been used to change out cable stay bulbs and fixtures in the past. A zoom boom can be deployed from the deck top and can be angled down to gain access to the fixture.
- D5.8 It is desired to upgrade the cable stay lighting with durable, reliable, modern state of the art, colour controllable, energy efficient LED lights to reduce maintenance, improve energy efficiency, and create dramatic visual effects during special occasions in the City of Winnipeg.
- D5.9 It is thought that hard-wired lighting controls are necessary as there would be less issues and more reliability than with wirelessly controlled lights.
- D5.10 A budget has been established for the upgrade of the lights as indicated in D6.4

D6. SCOPE OF WORK

- D6.1 The Work to be done under the Contract shall consist of the Design-Build of lighting upgrades for the Esplanade Riel Pedestrian Bridge.
- D6.2 The major components of the Work are as follows:
- (a) Design, as described in D7; and
 - (b) Construction, as described in D8.
- D6.3 For all Phases, include any and all associated ancillary services required to successfully complete the Work to the satisfaction of The City of Winnipeg.
- D6.4 The funds available for this Contract are \$450,000.

D7. DESIGN

- D7.1 The Proponent shall examine the site conditions and review existing reference information prior to developing a Design-Build proposal in order to ensure that details are appropriate for the existing conditions.

- D7.2 Existing record drawings, shop drawings, reports, and other information are available for review during the RFP period upon email request to the Contract Administrator.**
Proponents to confirm and supplement this information as necessary.
- D7.3 The main spans cable stay lights (36), centre plaza cable stay lights (7), centre plaza roof lights (6), and bridge deck lights (2) are to be upgraded to LED with a control to create coloured visual effects that can be customized for special days. The lights on the west river pier of the Provencher Bridge (2) are to be upgraded to LED but do not need to be colour controlled. The photocell that turns on and off the lights is to be replaced.
- D7.4 The design shall meet the following minimum requirements:
- (a) Provide equal or better illumination of the cable stays as was originally designed for and is currently provided. Provide quantification of existing and proposed lighting levels.
 - (b) Be powered from same circuits/wiring as the existing lights are powered from or have upgraded wiring that may incorporate control wiring for the lights.
 - (c) Include control wiring either by replacing the existing wiring or providing separate conduit for control wiring.
 - (d) Meet or exceed requirements of the Manitoba Electrical Code and the City of Winnipeg permitting office.
 - (e) Be durable, reliable, long lasting, and easy to maintain.
 - (f) All components used shall be of new manufacture
 - (g) All components to be weatherproof/waterproof and corrosion resistant.
 - (h) The Proponent may show requirements for a laydown area adjacent to the site, if needed/desired.
- D7.5 Meetings
- (a) The Proponents shall have a kick off meeting and subsequent progress meetings at key times during the design phase as required to discuss issues and the progress of the project.
- D7.6 Detailed Design Packages
- (a) The design and specifications shall be equal or better to the level of quality that was said that would be provided for in the Technical Proposal.
 - (b) The Proponent shall submit detailed design drawing and specification packages to the Contract Administrator for review at the 60%, 90%, and 100% (Issued for Construction) completion stages. The Proponent shall allow 2 weeks for review.
 - (c) Drawings shall also be submitted to obtain an electrical permit.
 - (d) Drawings shall conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984):
<http://www.winnipeg.ca/waterandwaste/pdfs/dept/constructionManual.pdf>
 - (e) Specifications for Surface Works and Underground Works, if any, shall comply to the current edition of the City of Winnipeg Standard Construction Specifications:
<http://www.winnipeg.ca/matmgt/spec/default.stm>
 - (f) Specifications for lighting upgrade works shall be developed. Reliability and durability will be prime considerations in the evaluation of proposals.
 - (g) Design drawings and specifications must be sealed by a Professional Engineer registered in the Province of Manitoba.
 - (h) After the 100% drawings have been accepted, the Proponent shall provide the Contract Administrator with 2 hard copies and 1 PDF of the Issued for Construction drawings and specifications.
- D7.7 Construction Review
- (a) The Proponent shall undertake review of construction and quality control/assurance testing to ensure construction is in conformance with the design.

- (b) The Proponent shall provide the Contract Administrator with a letter by the Engineer of Record certifying that construction conforms to the design.
- (c) The Proponent shall also show proof of sign-off and acceptance by the City of Winnipeg permitting office.

D7.8 Record Drawings, Construction Report, and Operation and Maintenance Manual

- (a) The Proponent shall submit record drawings to the City prior to Total Performance, including 3 bound sets of 11x17 paper prints, PDF's of the entire set, and PDF's of individual drawings.
- (b) The Proponent shall submit 3 hard copies and a PDF copy of the final construction report prior to Total Performance, including:
 - (i) Summary report – a brief (three to five page) description of:
 - Introduction – description/summary of scope, time, and cost of project
 - Construction - description of the scope of works, key issues that arose and resolutions, changes, final or projected final construction cost
 - (ii) Appendices:
 - Photographs - typical pre-construction, during construction, and post-construction photographs
 - Cost summary
 - Change orders
 - Schedule
 - Subconsultant and Subcontractor list
 - Meeting minutes
 - Shop drawings/submittals
 - Proponent requests for information & responses from Contract Administrator
 - Contract Administrator Instructions
 - Electrical permit
 - Material test reports
 - Certificate of substantial performance
 - Letter of certification stating construction complies with the design
 - Record drawings
- (c) The Proponent shall submit 5 hard copies and a PDF copy of the Operation and Maintenance Manual that provides the City of Winnipeg with information to operate and maintain the lights, included but not limited to:
 - (i) Specifications of the lighting system showing different details, including connecting point to power distribution system, path of cabling, lighting fixation details to bridge components, position and aiming of lights, and control system details.
 - (ii) Documentation explaining general features of the system and operation procedure.
 - (iii) Description and frequency of all maintenance activities required to ensure a reliable system.
 - (iv) A flowchart of items to check when troubleshooting in case of failure of the system.
 - (v) A list of spare parts to keep onsite for quick response in case of system failure.
 - (vi) Method of installation and replacement of different parts.
 - (vii) Contact information for manufacturer/provider for all parts of the system.

D8. CONSTRUCTION

D8.1 Construction to be completed by the Proponent includes, but is not limited to:

- (a) Holding weekly site meetings, as required, with the Contract Administrator. The Proponent shall prepare and distribute meeting minutes.

- (b) Pre-construction photographic record: Prior to commencement of construction, the Proponent shall submit to the Contract Administrator a photographic record depicting the physical condition of the project site and the properties, facilities and structures adjacent to the project site.
- (c) Barricades and signage: Barricades and signs shall be installed indicating closure of certain areas to the public when work is being performed. The Proponent shall minimize closures and disruptions to the public. Full closures of the bridge are available and are subject to approval of the Contract Administrator. Full closures, if required, shall be temporary and the bridge shall be reopened at the end of the workday.
- (d) Setup of work staging areas: The Contractor may setup a work staging area adjacent to the bridge to contain a temporary field office, washroom facilities, equipment, and a material storage area if required. The area shall be shown on the design drawings and is subject to approval by the Contract Administrator. The Contractor shall fence off and secure the staging areas with a 1.5 m minimum high chain link fence or equivalent.
- (e) Spare parts: The Proponent shall provide at least one (1) spare part of each fixture installed.
- (f) Removal and disposal off-site of existing fixtures to be replaced and any other debris.
- (g) Site cleanup and restoration.

D8.2 Construction Phase Submittals/Shop Drawings: The Proponents shall review construction phase submittals and shop drawings to ensure compliance with the design. Any changes from the design to be formally submitted to the Contract Administrator in a change order request in accordance with D8.4. The Contract Administrator shall be copied on all construction phase submittals and shop drawings.

D8.3 Quality Control/Assurance: During construction, the Proponent is responsible for:

- (a) Ensuring persons with demonstrated experience are assigned to the Project for its duration, with key personnel changes only upon approval of the Contract Administrator.
- (b) Acquiring all materials required for this project and ensuring the materials comply with the design and specifications.
- (c) Ensuring their construction activities conform to the drawings and specifications.
- (d) Performing all construction layout in conformance with the drawings, and shall be responsible for the true and final proper layout of the Works including position, levels, dimensions and alignment
- (e) Arranging for and carrying out of testing and acceptance of materials ensuring all the quality control requirements are met.

D8.4 Training Program: Following construction, the Proponent shall provide a training course of a minimum of 4 hours to the City staff on system functions, operation, and troubleshooting.

D8.5 Changes: Materials and dimensions shown in the accepted design documentation shall not be changed without approval of the Contract Administrator. Where the Proponent wishes to make changes, it is the responsibility of the Proponent to notify the Contract Administrator of any contract non-compliance with respect to the materials and methods to be supplied and to submit documentation of the changes for approval.

D9. CONTRACTOR'S SUPERVISOR

D9.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

- D9.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- (a) Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D10. NOTICES

- D10.1 Except as provided for in C22.4, 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/Proposal.
- D10.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D10.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.1.
- D10.3 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 facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D11. FURNISHING OF DOCUMENTS

- D11.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Contractor shall be 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, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4 for the return of the executed Contract Documents, if applicable.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.
- D13.3 Notwithstanding B15.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D14. INSURANCE

D14.1 The Contractor shall provide and maintain or cause to be purchased and maintained the following insurance coverage to remain in place at all times during the performance of the Work and throughout the warranty period unless otherwise stated below:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicles liability, sudden and accidental pollution liability with 120 hours reporting for the accidental escape of pollutants, non-owned automobile liability and products and completed operations cover;
- (b) automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) broad form builder's risk insurance including testing and commissioning, insuring 100% of the full Project Value. Such policy will be written jointly in the name of the Contractor and the City; and
- (d) professional liability insurance in the amount of at least \$500,000 per claim and \$1,000,000 in the aggregate. Such insurance to remain in place throughout the Work and for twelve (12) months after total performance or alternatively the policy must be endorsed to allow for a twelve (12) month reporting period after total performance.

D14.2 Deductibles shall be borne by the Contractor.

D14.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D14.4 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D15.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work., The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work.

D14.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Supervisor of Insurance, 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 C4.4 for the return of the executed Contract Documents, as applicable.

D14.6 The Contractor shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D14.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D15. CONTRACT SECURITY

D15.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) 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 Winnipeg,

- in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) 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.
- D15.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D15.1.1(b).
- D15.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City’s request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D15.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D15.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D15.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4 for the return of the executed Contract Documents, if applicable.
- D15.3 Where the contract security is provided in accordance with D15.1(a) and D15.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D15.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.
- D16. DETAILED WORK SCHEDULE**
- D16.1 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.
- D16.2 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.

- D16.3 Further to D16.2(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.
- D16.4 Further to D16.2(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.
- D16.5 Further to D16.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D17.2 The Contractor shall not commence any design Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D14;
 - (v) the contract security specified in D15;
 - (vi) the detailed work schedule specified in D16; and
 - (vii) the direct deposit application form specified in D28
 - (b) the Contractor has attended a commencement construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a commencement meeting.
- D17.3 The Contractor shall not commence any construction Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) the detailed work schedule specified in D16; and
 - (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.
- D17.4 The City intends to award this Contract by March 4, 2022.
- D17.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D18. SUBSTANTIAL PERFORMANCE

- D18.1 The Contractor shall achieve Substantial Performance by June 24, 2022. The City would like to have the lights operational for Canada Day which is on July 1, 2022.
- D18.2 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.
- D18.3 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.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance by June 30, 2022.
- D19.2 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.
- D19.3 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.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. COVID-19 SCHEDULE DELAYS

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D21.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D21.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D18 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D21.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

- D21.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D22. JOB MEETINGS

- D22.1 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 and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator 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.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D23.1 Further to C6.26, 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).

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

- D24.1 Further to B15.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B15.4.

D25. SAFETY

- D25.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D25.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D25.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;
 - (g) pedestrian traffic across the bridge is maintained where feasible and shall appropriately cordon off work areas with barricades, install signage, and monitor/maintain the areas to protect the public;

- (h) the bridge is closed to pedestrian traffic when required and install signs and barricades as required are installed prior to commencing work and the signs and barricades are removed at the end of each work day.

D26. SITE CLEANING

- D26.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
 - D26.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D26.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D27. DEFICIENCIES

- D27.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
 - (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D27.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D27.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D27.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D27.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D28. PAYMENT

- D28.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D29. WARRANTY

- D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire five (5) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 In the event that funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D30.2 Further to D30.1 in the event that the obligations in D30 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D30.3 For the purposes of D30:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements
- D30.4.1 If not already required under the insurance requirements identified in D14, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D30.4.2 If not already required under the insurance requirements identified in D14, the Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D30.4.3 Further to D14.5, Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of 30 days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D30.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Consultant
- D30.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D30.6 Records Retention and Audits
- D30.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total

Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D30.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D30.7 Other Obligations

D30.7.1 The Consultant consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D30.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D30.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D30.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D30.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Services.

FORM H1: PERFORMANCE BOND
(See D15)

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 for

RFP NO. 644-2021

ESPLANADE RIEL PEDESTRIAN BRIDGE CABLE STAY AND PYLON LIGHTING UPGRADES

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 as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D15)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ dollars (\$_____.)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 644-2021

ESPLANADE RIEL PEDESTRIAN BRIDGE CABLE STAY AND PYLON LIGHTING UPGRADES

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;
 - (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;

- (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D15)**

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: CONTRACT SECURITY – RFP NO. 644-2021

ESPLANADE RIEL PEDESTRIAN BRIDGE CABLE STAY AND PYLON LIGHTING UPGRADES

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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)