

**PART D**

**SUPPLEMENTAL CONDITIONS**

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL**

- 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 deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of the construction of a Storm Relief Sewer Outfall to the Assiniboine River and Land Drainage Sewers on Strathmillan Road from Portage Avenue to Lodge Avenue.
- D2.2 The major components of the Work are as follows:
- (a) Construction of a 1350mm Storm Relief/Land Drainage Sewer and Outfall from the Assiniboine River to the public lane North of Portage Avenue on Strathmillan Road or a projection thereof shall be by trenchless methods. Some or all of the trenchless construction will have to take place through adverse soil conditions, including silt (till), sand, gravel, cobbles and high groundwater conditions.
  - (b) South of Portage Avenue, most of the sewer will be constructed within an existing 6.096m right-of way and no shafts will be permitted between station 0+855 and 0+986, except for at the CS/LDS interconnection at station 0+884 to 0+888, if required. Also, no shafts will be permitted between station 0+999 and 1+003.
  - (c) Protection of the existing cottonwood tree at station 0+981 and existing trees and vegetation on the riverbank are critical to the overall success of the project.
  - (d) Landscaping including: protection of existing trees to be retained and pruning by a qualified arborist where necessary; installation of clean clay fill and crushed limestone materials on the riverbank; harvesting and placement of willow fascines and a brushmatress; supply and placement of native seed; installation of live stakes; erosion control blanket installation; and the provision of scheduled maintenance for a two-year period.
  - (e) Construction of a 1050mm Land Drainage Sewer on Strathmillan Road from the public lane north of Portage Avenue to Lodge Avenue by trenchless methods. Some or all of the trenchless construction will have to take place through adverse soil conditions, including silt (till) and sand, gravel and cobbles.

#### **D3. DEFINITIONS**

- D3.1 When used in this Tender Package:
- (a) Maintenance for Establishment shall be understood to mean scheduled maintenance in accordance with the terms and definitions of this Contract sufficient to ensure that the seed, sod, tree, and/or shrub has taken and shows evidence of live growth.
  - (b) Long-term Scheduled Maintenance shall be understood to mean scheduled maintenance in accordance with the terms and conditions of this contract and E18 to ensure that the

seed, tree, and/or shrub will have an adequate survival rate prior to Final Acceptance of the work.

**D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is UMA Engineering Ltd., represented by:

Brad Morton, P. Eng.  
Senior Project Engineer  
1479 Buffalo Place  
Winnipeg, Manitoba, R3T 1L7  
Telephone No. (204) 284-0580  
Facsimile No. (204) 475-3646

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

**D5. CONTRACTOR'S SUPERVISOR**

D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

D6.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Tender.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

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

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

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

**D7. FURNISHING OF DOCUMENTS**

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender Package. If the Contractor requires additional sets of the Tender Package, they will be supplied to him at cost.

**SUBMISSIONS****D8. PERFORMANCE SECURITY**

- D8.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D8.2 If the bid security provided in his Tender Submission was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

**D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg and UMA Engineering Ltd. being added as an additional insureds, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

**D10. SUBCONTRACTOR LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

**D11. DETAILED WORK SCHEDULE**

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D11.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule  
all acceptable to the Contract Administrator.

D11.3 Further to D11.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Commencement Date
- (b) DND Forcemain Tie-In/DWF Diversion Relocation/Interceptor Relocation
- (c) 1350 LDS south of Portage Avenue
- (d) 1350 SRS outfall including connection to the existing 900 CS
- (e) Critical Stage 1
- (f) Temporary Erosion Control Measures
- (g) 1350 LDS across and north of Portage Avenue
- (h) 1050 LDS
- (i) Catchbasins
- (j) Surface Restorations (Pavement and Boulevards)
- (k) Landscaping
  - (i) Finish grading and topsoil
  - (ii) Fascine and brushmatress harvesting and installation
  - (iii) Shrub bed preparation and calliper and potted tree/whip installation
  - (iv) Installation of live stakes
  - (v) Erosion control blanket installation and seeding
  - (vi) Scheduled maintenance activities (submit long-term maintenance schedule)
- (l) Substantial Performance
- (m) Total Performance

D11.4 Further to D11.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

**D12. SCHEDULE RESTRICTIONS**

D12.1 The Contractor shall note the following schedule restrictions:

- (a) Fascine and brushmatress harvesting and placement shall take place in the spring of 2004 prior to high water levels and during a period when the source plant material is dormant. If weather or other conditions beyond the Contractors control do not permit completion of these works in the spring of 2004, they shall be completed during the fall of 2004 in a period when the source plant material is dormant.
- (b) All remaining items of work shall take place after high spring water levels but prior to the date specified for Substantial Performance of these Works.

**SCHEDULE OF WORK****D13. COMMENCEMENT**

D13.1 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.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
  - (ii) evidence of the workers compensation coverage specified in GC:6.14;
  - (iii) the performance security specified in D8;
  - (iv) evidence of the insurance specified in D9;
  - (v) the Subcontractor list specified in D10;
  - (vi) the detailed work schedule specified in D11;
- (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.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D13.4 It is the City's intent to have an award of Contract, letter of intent, issued on or about February 11, 2004.

**D14. WORKING DAYS**

D14.1 Further to GC:1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D14.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

- D14.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D14.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This record is to be signed each day by an authorized representative of the Contractor.

**D15. CRITICAL STAGES**

- D15.1 The Contractor shall achieve Critical Stages of the Work in accordance with the following requirements:
- (a) Critical Stage 1 - Complete construction of all piping and appurtenances downstream of MH1 prior April 1, 2004 including all work downstream of MH1 including the 1350 LDS, the 1350 SRS outfall and the LDS/CS inter-connection, the bar screen, the loose riprap, abandonment of the existing CS outfall, removal of temporary cofferdams and access roads, final restoration of any disturbed areas of the river channel, regrading of the riverbank and temporary erosion control on all disturbed areas
  - (b) The Contractor should be aware that the ice on the Assiniboine River typically breaks up between March 1<sup>st</sup> and 15<sup>th</sup> and once the break-up occurs water levels can rise very quickly.

**D16. SUBSTANTIAL PERFORMANCE**

- D16.1 The Contractor shall achieve Substantial Performance within sixty-five (65) consecutive Working Days of the commencement of the Work as specified in D13.
- D16.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

**D17. TOTAL PERFORMANCE**

- D17.1 The Contractor shall achieve Total Performance within eighty (80) consecutive Working Days of the commencement of the Work as specified in D13.
- D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D17.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

**D18. LIQUIDATED DAMAGES**

- D18.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage 1 – Two Thousand dollars (\$2,000.00);
  - (b) Substantial Performance – One Thousand Two Hundred dollars (\$1,200.00);
  - (c) Total Performance – Five Hundred dollars (\$500.00).
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Critical Stages, Substantial Performance or Total Performance by the days 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) Maintenance for Establishment of trees, shrubs, and herbaceous material, as specified in E14;
  - (b) Maintenance for Establishment of sod areas, as specified in E16;
  - (c) Maintenance for Establishment of seed areas, as specified in E17;
  - (d) Long Term Scheduled Maintenance, as specified in E18.
- 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. OFFICE FACILITIES**

- D21.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) The field office shall be conveniently located near the site of the work;



- (b) The building shall have a minimum floor area of 20 square metres, with window area of 3 square metres and a door entrance with suitable lock satisfactory to the Contract Administrator;
- (c) The building shall be suitable for all-weather use. It shall be capable of maintaining a temperature range between 16°C and 25°C;
- (d) The building shall be supplied with adequate lighting and 120 Volt power supply;
- (e) The building shall be furnished with one desk, one meeting table, one drafting table, one filing cabinet and six chairs, all satisfactory to the Contract Administrator;
- (f) A separate toilet with door lock shall be supplied for the Contract Administrator;
- (g) The field office shall be cleaned weekly immediately prior to the Job Site Meetings to the satisfaction of the Contract Administrator;
- (h) The provision of the field office with the aforementioned furnishings and equipment shall also include maintenance and removal of the field office, operating costs and any service installation costs.

## **D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D22.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **D23. TRAFFIC CONTROL**

- D23.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets at all times during construction as follows.
- (a) Portage Avenue - maintain a minimum of three lanes of traffic, Monday through Friday 07:00-09:00 (east bound) and 15:30-17:30 (west bound) and two lanes at all other times.
  - (b) Residential Streets - maintain one lane of traffic at all times.
  - (c) Private approaches – maintain access at all times.
- D23.2 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- D23.3 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

## **D24. WATER USED ON CITY OF WINNIPEG PROJECTS**

- D24.1 Further to Section 3.7 of CW 1120, charges incurred for the permits and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The tender number shall be noted on each permit.

**D25.     **CONFINED SPACE ENTRY****

D25.1     The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Entry work, and in particular the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).

D25.2     The Contractor shall provide Supplied air Breathing Apparatus conforming to the requirements of the Act, Regulations and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the work.

**D26.     **WARRANTY****

D26.1     Notwithstanding GC:13.2, the Warranty Period for work covered by E12, E13, E14 and E17 shall be two (2) years from the date of Total Performance

**FORM H1: PERFORMANCE BOND**  
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

TENDER NO. 522-2003

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_

(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)  
(See D8)**

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - 522-2003

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

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)

