

**RFP: #2021-7 – Dutch Elm Control, Removal and Disposal**

THE RURAL MUNICIPALITY OF ST CLEMENTS INVITES PROPOSALS FOR REMOVAL AND DISPOSAL OF IDENTIFIED DUTCH ELM INFECTED TREES WITHIN THE IDENTIFIED CONTROL AREA AS DETERMINED BY MANITOBA CONSERVATION AND BASIL SRPAYING

**ISSUE DATE:** September 16, 2021

**CLOSING DATE:** October 6, 2021, 1:00 pm

**DELIVER TO:** Greg Elson, Manager of Public Works

RFP: #2021-7 - Dutch Elm, Removal and Disposal

RM of St. Clements, 1043 Kittson Road, Box 2 Grp 35, RR1, East Selkirk, MB R0E 0M0

General

The RM of St Clements intends on participating in the provinces Dutch Elm control program for municipalities and requires a private contractor to perform works associated with the program. This work entails the control and removal of elm trees identified by Manitoba Conservation along with the disposal of the same at an approved identified site. This would be an agreement for 2021 / 2022. **Tree removal work must completed by February 1<sup>st</sup>, 2022.** Work is limited to only the area within the confines of the RM’s agreement with the province, identified in appendix B.

All works must comply with the Province’s regulations, including, but not limited to the following.

Removal

Trees must be removed flush to the ground, debarked to the soil line, and properly disposed of. Flush to the ground is defined as up to **1 inches high (max).** Any equipment used must be disinfected with methyl hydrate before servicing other healthy elm trees. The RM prefers that the work is completed with a certified Arborist on site.

The Contractor shall leave the property in the condition it was prior to removing the tree (s). All wood material to be removed, including all notches, and branches to be raked up and removed as well.

Any problems discovered after snow melt must be resolved by the contractor within 2 weeks of discovery, weather permitting. The Municipality undertake matters to resolves any issues lasting longer than 2 weeks and use remaining performance bond to re-coupe those costs.

Contractor to Indicate if licensed Arborist            yes                            no

If yes, please provide license #: \_\_\_\_\_

Disposal

Proper disposal includes full removal of the tree, including branches raked off the premises. Leaving the yard site in the pre-cutting condition that existed. The material can be burned, chipped (chips must not have a thickness of wood adhering to the bark in any dimension of more than 5 CM), or buried (to no less than 3 meters below mineral soil).

Contractor is to specify methods and location (s) of disposed materials.

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Notification for Tree Removal

Contractor is required to contact the property owner before any trees are removed, and get written permission from the property owner to be on their property, and remove the applicable trees. If there is no one home, the contractor will leave a calling card for the property owner to contact them, again, prior to any removal. **Contractor's to supply copy of notice with bid.**

The Contractor shall indicate the start date and estimated timeline to complete this job in the Bid Form.

Performance Bond

A Performance Bond, conditioned on the due performance of the terms of the contract for the amount of **25% of the Contract Price**, shall be furnished by the Service Provider. The Performance Bond shall remain in full force and virtue for at least until September 30, 2022. See the templates in Schedule C.

Prime Contractor

The successful bidder shall be deemed the prime contractor for the project and is solely responsible for the public safety at the site (s) and for securing the site at all times. The successful bidder shall carry out work in accordance with the Construction Safety code in force at the place of work and in accordance with the applicable Workplace Safety and Health Act Regulation for Manitoba. The Contractor shall insure that when work is stopped, the Contractor leaves the site (s) in a safe and secure manner. At the discretion of the Public Works Manager, of his/her designate, may require additional safety precautions over and above the code during construction.

Insurance

The successful Contractor shall, at their own expense obtain Comprehensive General Liability (Occurrence Form) policy written in the Contractor's name and including the RM of St. Clements as an additional named insured in the amount of not less than \$2,000,000.00 (two million dollars) inclusive for bodily injury and/or property damage for any one occurrence or series of occurrences arising out of one

cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability. The bidder shall provide proof of liability insurance with bid submission.

Bid Price Tree Removal

Bid price shall be per tree, based on the diameter of the tree, as indicated in the distribution of tree sizes. The bid price shall be all inclusive, including but not limited to:

- Labor, equipment, and material to removal and properly disposal, including any clean up required, and including equipment mobilization and demobilization.
- Any damages incurred, such to restore to pre-cutting / removal condition.
- Any clearances of overhead wires, and locates required, including any permits required to complete the job.
- All incidental charges, insurance, and all taxes, except GST shall be extra

Schedule A is a preliminary estimate provided by Manitoba Conservation for the 2021 / 2022 requirements. The RM of St. Clements reserves the right to increase or decrease quantities. These are estimated quantities, and shall be used for bid comparisons. The Contractor shall be paid for the actual trees removed. All prices quoted shall remain valid for thirty (30) days from close of RFP.

One Year Extension

The Municipality may extend this agreement for the 2022 / 2023 Dutch Elm tree removal season. Prices would remain the same as quoted for the 2021 / 2022 Dutch Elm season. Any extension would be provided in writing.

Workers Compensation Number

The Worker Compensation number must be current, and in good standing. The Contractor is to provide this information in the Bid Form.

List of References

The bidder shall provide proof of qualifications and experience with bid submission.

Project	# of Trees	Contact person and phone number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Equipment List

The bidder shall provide a list of equipment to be used for this project if successful

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RFP Close

This RFP closes Wednesday, October 6th, 2021, 1:00 pm.

Bidders must submit the full RFP, completed in full, and proof of insurance. All enquiries should be directed to Greg Elson, at 204-482-3300.

Lowest or any tender not necessarily accepted.

**Proposal Submissions are to be addressed as follows**

**ATTN: Greg Elson, Public Works Manager,**

**RFP: #2021-7 – Dutch Elm Control, Removal and Disposal**

Hand Deliver: 1043 Kittson Road, East Selkirk, Manitoba

Mail to: Box 2 Grp. 35 RR1, East Selkirk, MB R0E 0M0

By Fax: 204-482-3660

By Email: [pwmanager@rmofstclements.com](mailto:pwmanager@rmofstclements.com)

**RFP: #2021-7 – Dutch Elm Control, Removal and Disposal**

**Bid Form**

ITEM	Bid /tree	Est # of trees per season	Estimated Costs
Tree Removal – 30 CM diameter and less		135	
Tree Removal – 31 CM diameter to 79 CM diameter		31	
Tree Removal – 81 CM diameter and greater		0	
<b>TOTAL BID PRICE (GST Extra)</b>			

I \_\_\_\_\_, representing \_\_\_\_\_  
 (name, printed) (Company Name)

Of \_\_\_\_\_  
 (mailing address) (City) (Province) (postal code)

\_\_\_\_\_  
 (phone No.) (Fax No.) (email) (GST Registration No.)

I am authorized to bind the corporation and do hereby submit this as my price on the above noted items.

WCB Number: \_\_\_\_\_

Start Date: \_\_\_\_\_

Estimated completion date: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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**Appendix A – Preliminary List of Trees.**

TR_TAG_NUM	ADDRESS	3_WORD_ADDRESS	TREE_LOCATION	TREE_HEIGHT	TREE_DBH	TREE_DBH_CLASS
21-5598	239 MCKAY RD	files.engineer.foreground	Blvd	10	28	10-30
21-5599	239 MCKAY RD	wishing.gentleman.tingly	FtYard	10	18	10-30
21-5600	261 MCKAY RD	lyrically.islander.curl	Blvd	10	26	10-30
21-5601	261 MCKAY RD	resort.posture.arenas	Blvd	10	29	10-30
21-5602	261 MCKAY RD	stimulant.synopses.notification	Blvd	10	17	10-30
21-5603	283 MCKAY RD	embroidery.ledge.straps	Blvd	10	27	10-30
21-5604	283 MCKAY RD	handlebars.dosed.wide	Wild	10	30	10-30
21-5605	283 MCKAY RD	staircase.ergonomic.ghosts	Blvd	10	31	31-79
21-5606	6763 Henderson HWY	interaction.suited.stereotype	BkYard	10	15	10-30
21-5607	NW of 5882 202 PR	carting.gazer.undertone	Wild	15	33	31-79
21-5608	NW of 5882 202 PR	sweetened.pings.alkaline	Wild	15	20	10-30
21-5609	NW of 5882 202 PR	scoops.pirates.downbeat	Wild	15	14	10-30
21-5610	NW of 5882 202 PR	rectangular.lawnmower.participating	Wild	15	24	10-30
21-5611	NW of 5882 202 PR	quotes.insiders.fiasco	Wild	15	21	10-30
21-5612	5920 PR 202	decoding.hooves.pocketed	Wild	10	12	10-30
21-5613	5920 PR 202	respecting.strikes.stumps	Wild	10	12	10-30
21-5614	5920 PR 202	repelled.pushes.regularity	Wild	10	11	10-30
21-5615	5610 PR 202	plums.pots.located	Wild	15	37	31-79
21-5616	5081 REBECK RD	championed.defeats.impervious	BkYard	10	16	10-30
21-5617	5081 REBECK RD	jazz.instructions.unfailing	BkYard	10	20	10-30
21-5618	5075 REBECK RD	squeeze.inflicts.parklands	BkYard	10	13	10-30
21-5619	5063 REBECK RD	bribing.origin.cutely	BkYard	15	14	10-30
21-5620	5069 REBECK RD	spouses.glints.holstered	Wild	10	14	10-30
21-5621	4973 REBECK RD	gasoline.parent.occasions	FtYard	5	21	10-30
21-5622	4973 REBECK RD	childcare.curly.harden	FtYard	15	30	10-30
21-5623	4973 REBECK RD	waterfront.drumming.fatherhood	FtYard	15	31	31-79
21-5624	4973 REBECK RD	roosts.tensions.fitting	FtYard	10	29	10-30
21-5625	4973 REBECK RD	resent.windy.secondary	FtYard	10	13	10-30
21-5626	4973 REBECK RD	multilevel.merited.transfers	FtYard	10	21	10-30
21-5627	4973 REBECK RD	detachment.boots.weaving	FtYard	15	33	31-79
21-5628	DESC RL191-AD-2470	jeers.notions.goodbyes	Wild	15	24	10-30
21-5629	DESC RL163-AD-3391	commercials.jolly.uphill	Shbt	20	18	10-30
21-5630	900 DUNNING RD E	versus.beats.nuptial	Wild	5	10	10-30

21-5631	900 DUNNING RD E	versus.beats.nuptial	Wild	15	24 10-30
21-5632	900 DUNNING RD E	tensing.smokers.concrete	Wild	15	30 10-30
21-5633	900 DUNNING RD E	tensing.smokers.concrete	Wild	10	12 10-30
21-5634	900 DUNNING RD E	tensing.smokers.concrete	Wild	10	13 10-30
21-5635	900 DUNNING RD E	denying.just.volumes	Wild	5	12 10-30
21-5636	900 DUNNING RD E	denying.just.volumes	Wild	5	13 10-30
21-5637	900 DUNNING RD E	denying.just.volumes	Wild	5	25 10-30
21-5638	900 DUNNING RD E	versus.beats.nuptial	Wild	10	15 10-30
21-5639	900 DUNNING RD E	footage.carnivore.erased	Wild	10	21 10-30
21-5640	900 DUNNING RD E	luggage.strikes.rascal	Wild	15	24 10-30
21-5641	900 DUNNING RD E	luggage.strikes.rascal	Wild	15	24 10-30
21-5642	DESC OT167-AD-10554	turtleneck.porridge.buildings	Wild	10	28 10-30
21-5643	4305 ROSS FARM RD	posies.chauffeur.crossed	FtYard	15	33 31-79
21-5644	4305 ROSS FARM RD	debugging.vent.attach	FtYard	15	32 31-79
21-5645	4305 ROSS FARM RD	clamp.reiterated.area	FtYard	15	29 10-30
21-5646	4511 HENDERSON HWY	unique.chauffeur.dreamed	BkYard	10	13 10-30
21-5647	4511 HENDERSON HWY	unique.chauffeur.dreamed	BkYard	10	10 10-30
21-5648	5039 HENDERSON HWY	lurid.molar.pong	BkYard	15	24 10-30
21-5649	5039 HENDERSON HWY	billionaire.assume.skin	Wild	10	15 10-30
21-5650	E of 5051 HENDERSON	† corrugated.tingly.dental	Wild	10	13 10-30
21-5651	E of 5051 HENDERSON	† number.innings.ordinarily	Wild	10	13 10-30
21-5652	5285 HENDERSON HWY	confer.physicists.yawned	Wild	10	15 10-30
21-5653	DESC RL202-AD-3393	dominating.detonation.nurse	Wild	10	16 10-30
21-5654	6373 HENDERSON HWY	climbers.dumps.uppermost	FtYard	25	63 31-79
21-5655	6373 HENDERSON HWY	paddlers.snips.fends	BkYard	10	13 10-30
21-5656	6373 HENDERSON HWY	consistently.pretext.fibbed	BkYard	10	20 10-30
21-5657	6405 HENDERSON HWY	baked.tactfully.fines	FtYard	10	14 10-30
21-5658	6405 HENDERSON HWY	battling.chuckling.fantastic	FtYard	10	13 10-30
21-5659	NW of 5121 HENDERSON	I cheapest.teams.stealthier	Blvd	10	40 31-79
21-5660	6599 Henderson HWY	ditsy.weedy.chuckling	BkYard	10	20 10-30
21-5661	6763 Henderson HWY	slugged.exonerate.unorthodox	Wild	15	30 10-30
21-5663	6905 HENDERSON HWY	allies.unresolved.belts	Wild	10	16 10-30
21-5664	6885 Henderson HWY	risen.illustrates.busies	Wild	10	11 10-30
21-5665	6873 Henderson HWY	leopards.diver.whereby	Wild	15	44 31-79



21-5666	E of 6907 HENDERSON t park.prototypes.jigs	Wild	10	24 10-30
21-5667	E of 6907 HENDERSON t park.prototypes.jigs	Wild	10	11 10-30
21-5668	SE of 6907 HENDERSON shots.dropped.apple	Wild	10	16 10-30
21-5669	5866 HENDERSON HWY repelled.tungsten.pensively	BkYard	15	34
21-5670	5826 Henderson HWY insulating.heartly.salutes	FtYard	10	28
21-5672	5752 HENDERSON HWY taker.taken.fascinated	Shbt	10	17 10-30
21-5673	5752 HENDERSON HWY safety.herbal.exhibiting	Shbt	5	14 10-30
21-5674	5752 HENDERSON HWY fast.compress.utopia	Shbt	10	22 10-30
21-5675	5752 HENDERSON HWY jobs.importantly.swords	Shbt	5	12 10-30
21-5676	5752 HENDERSON HWY jobs.importantly.swords	Shbt	10	19 10-30
21-5677	5752 HENDERSON HWY jobs.importantly.swords	Shbt	5	10 10-30
21-5678	5752 HENDERSON HWY taker.taken.fascinated	Shbt	10	27 10-30
21-5679	5744 HENDERSON HWY grafting.sweeter.veterinary	FtYard	20	52 31-79
21-5680	5656 HENDERSON HWY assignments.taxed.vests	Shbt	20	43 31-79
21-5681	5728 HENDERSON HWY overloaded.metabolism.grumbling	BkYard	10	17 10-30
21-5682	5728 HENDERSON HWY telling.annoys.elbows	BkYard	5	13 10-30
21-5683	5722 HENDERSON HWY deflecting.recall.crediting	BkYard	20	51 31-79
21-5684	S OF 5612 HENDERSON knockoffs.strapless.stretch	Wild	10	23 10-30
21-5685	S OF 5612 HENDERSON smuggled.freckles.tinfoil	Wild	10	19 10-30
21-5686	S OF 5612 HENDERSON smuggled.freckles.tinfoil	Wild	15	25 10-30
21-5687	S OF 5612 HENDERSON smuggled.freckles.tinfoil	Wild	15	22 10-30
21-5688	S OF 5612 HENDERSON slugged.stigma.warping	Wild	15	22 10-30
21-5689	S OF 5612 HENDERSON slugged.stigma.warping	Wild	15	30 10-30
21-5690	S OF 5612 HENDERSON slugged.stigma.warping	Wild	5	15 10-30
21-5691	5066 HENDERSON HWY filling.lung.sleepover	BkYard	10	17 10-30
21-5692	5048 HENDERSON HWY broached.painting.manifested	Wild	10	14 10-30
21-5693	5048 HENDERSON HWY sized.cannily.prepay	Wild	10	21 10-30
21-5694	5040 HENDERSON HWY sunflowers.constrained.fired	BkYard	15	30 10-30
21-5695	5029 HENDERSON HWY cooling.signatures.fitting	Wild	5	10 10-30
21-5696	5029 HENDERSON HWY invalidate.meandering.inflame	Wild	15	23 10-30
21-5697	5029 HENDERSON HWY interesting.lipsticks.grassy	Wild	15	25 10-30
21-5698	5029 HENDERSON HWY interesting.lipsticks.grassy	Wild	10	12 10-30
21-5699	5029 HENDERSON HWY recalculate.remnant.rudest	Wild	15	19 10-30
21-5700	5029 HENDERSON HWY neuter.matches.deplorable	Wild	15	24 10-30

21-5701	6860 HENDERSON HWY refinement.bassist.boats	BkYard	10	38 31-79
21-5702	6860 HENDERSON HWY getting.quickest.stat	BkYard	10	43 31-79
21-5703	6776 Henderson HWY repainted.runaways.handwriting	Wild	10	45 31-79
21-5704	6764 Henderson HWY viewed.thousands.headscarf	Shbt	10	30 10-30
21-5705	6764 Henderson HWY affiliates.exhales.errand	Shbt	10	32 31-79
21-5706	6764 Henderson HWY compel.draped.structured	FtYard	10	50 31-79
21-5708	6644 Henderson HWY merge.giraffe.eagerly	Wild	5	31 31-79
21-5709	6644 Henderson HWY headrests.corkscrew.every	Wild	10	21 10-30
21-5710	6644 Henderson HWY springtime.slowed.gearing	Wild	15	30 31-79
21-5711	6644 Henderson HWY restores.bravest.daunt	Wild	10	17 10-30
21-5712	6644 Henderson HWY ration.armchair.plantings	Wild	10	33 31-79
21-5713	6644 Henderson HWY congregation.allegations.boarded	Wild	5	15 10-30
21-5715	6632 HENDERSON HWY mousetrap.terrace.silvery	Wild	5	13 10-30
21-5716	6606 HENDERSON HWY good.inventions.embankment	FtYard	10	22 10-30
21-5717	6606 HENDERSON HWY good.inventions.embankment	FtYard	10	55 31-79
21-5719	6354 HENDERSON HWY vaccinated.pension.bunny	Wild	10	15 10-30
21-5720	6354 HENDERSON HWY speech.outperform.sumo	Wild	10	11 10-30
21-5721	6336 HENDERSON HWY perforated.suspicious.projecting	Wild	10	20 10-30
21-5722	6336 HENDERSON HWY perforated.suspicious.projecting	Wild	10	22 10-30
21-5723	6336 HENDERSON HWY vaccinated.pension.bunny	Wild	10	17 10-30
21-5724	6411 HENDERSON HWY thinly.scrambling.small	BkYard	10	23 10-30
21-5725	6411 HENDERSON HWY dismissed.flunking.rosettes	BkYard	10	27 10-30
21-5726	6411 HENDERSON HWY aced.carb.pinstripe	BkYard	10	28 10-30
21-5727	6411 HENDERSON HWY quota.readymade.goes	BkYard	10	22 10-30
21-5728	6594 HENDERSON HWY obviously.ambulance.piano	Orn	15	41 31-79
21-5729	6594 HENDERSON HWY obviously.ambulance.piano	Orn	15	43 31-79
21-5730	6308 HENDERSON HWY withers.reflectors.handfuls	BkYard	10	16 10-30
21-5731	6224 HENDERSON HWY wooded.pianos.touted	FtYard	10	12 10-30
21-5741	5029 HENDERSON HWY nearer.divest.anglers	Wild	15	24 10-30
21-5742	5029 HENDERSON HWY glaring.scouts.kangaroos	Wild	15	18 10-30
21-5743	5029 HENDERSON HWY restore.thermometer.incubation	Wild	15	16 10-30
21-5744	5029 HENDERSON HWY intent.mediocrity.freezing	Wild	15	23 10-30
21-5745	5029 HENDERSON HWY intent.mediocrity.freezing	Wild	15	30 10-30
21-5746	5029 HENDERSON HWY iceberg.armed.vamp	Wild	15	30 10-30

21-5747	5029 HENDERSON HWY migrant.sandpaper.custodial	Wild	5	16 10-30
21-5748	5029 HENDERSON HWY migrant.sandpaper.custodial	Wild	10	18 10-30
21-5749	5029 HENDERSON HWY engine.notifies.transpiring	Wild	5	18 10-30
21-5750	5029 HENDERSON HWY dreaming.curled.enlists	Wild	10	14 10-30
21-5751	5029 HENDERSON HWY dreaming.curled.enlists	Wild	5	19 10-30
21-5752	5029 HENDERSON HWY fibs.illnesses.scowls	Wild	5	11 10-30
21-5753	5029 HENDERSON HWY dreaming.curled.enlists	Wild	10	13 10-30
21-5754	4976 HENDERSON HWY shears.greedy.denying	Wild	15	41 31-79
21-5755	59 READGAN DR nursemaid.jockey.greatness	BkYard	15	23 10-30
21-5756	59 READGAN DR shielding.confer.amazed	BkYard	15	40 31-79
21-5757	59 READGAN DR cascade.sedated.sniffing	BkYard	15	32 31-79
21-5758	59 READGAN DR sodium.reliving.posters	BkYard	15	30 10-30
21-5759	59 READGAN DR disposal.celery.squawk	Wild	10	19 10-30
21-5760	4890 HENDERSON HWY consultation.cautious.morals	FtYard	10	28 10-30
21-5761	4890 HENDERSON HWY consultation.cautious.morals	FtYard	10	30 10-30
21-5762	4890 HENDERSON HWY consultation.cautious.morals	FtYard	10	19 10-30
21-5763	4890 HENDERSON HWY consultation.cautious.morals	FtYard	5	18 10-30
21-5764	4890 HENDERSON HWY consultation.cautious.morals	FtYard	10	20 10-30
21-5765	4890 HENDERSON HWY consultation.cautious.morals	FtYard	5	12 10-30
21-5766	4890 HENDERSON HWY aromas.glucose.hunter	FtYard	5	14 10-30
21-5767	4890 HENDERSON HWY aromas.glucose.hunter	FtYard	10	21 10-30
21-5768	4890 HENDERSON HWY aromas.glucose.hunter	FtYard	5	12 10-30
21-5769	4864 HENDERSON HWY skirts.wonderfully.percentages	BkYard	15	42 31-79
21-5770	4864 HENDERSON HWY skirts.wonderfully.percentages	BkYard	15	53 31-79
21-5771	4600 HENDERSON HWY millionaire.attending.seniors	Wild	10	21 10-30
21-5772	4616 HENDERSON HWY lightly.speedily.mayhem	Wild	10	17 10-30
21-5773	4616 HENDERSON HWY lightly.speedily.mayhem	Wild	10	13 10-30
21-5774	4458 HENDERSON HWY hams.destroyers.hither	FtYard	15	51 31-79
21-5775	82 LUDWICK RD divulging.shopper.compulsory	Wild	10	15 10-30
21-5776	82 LUDWICK RD spying.bridged.yearnings	Wild	10	13 10-30
21-5777	DESC RL232-AD-2711 subscriber.obliging.strung	Wild	15	26 10-30

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**Appendix B – Map of DED Managed Area for the RM of St. Clements.**

The boundaries are approximately:

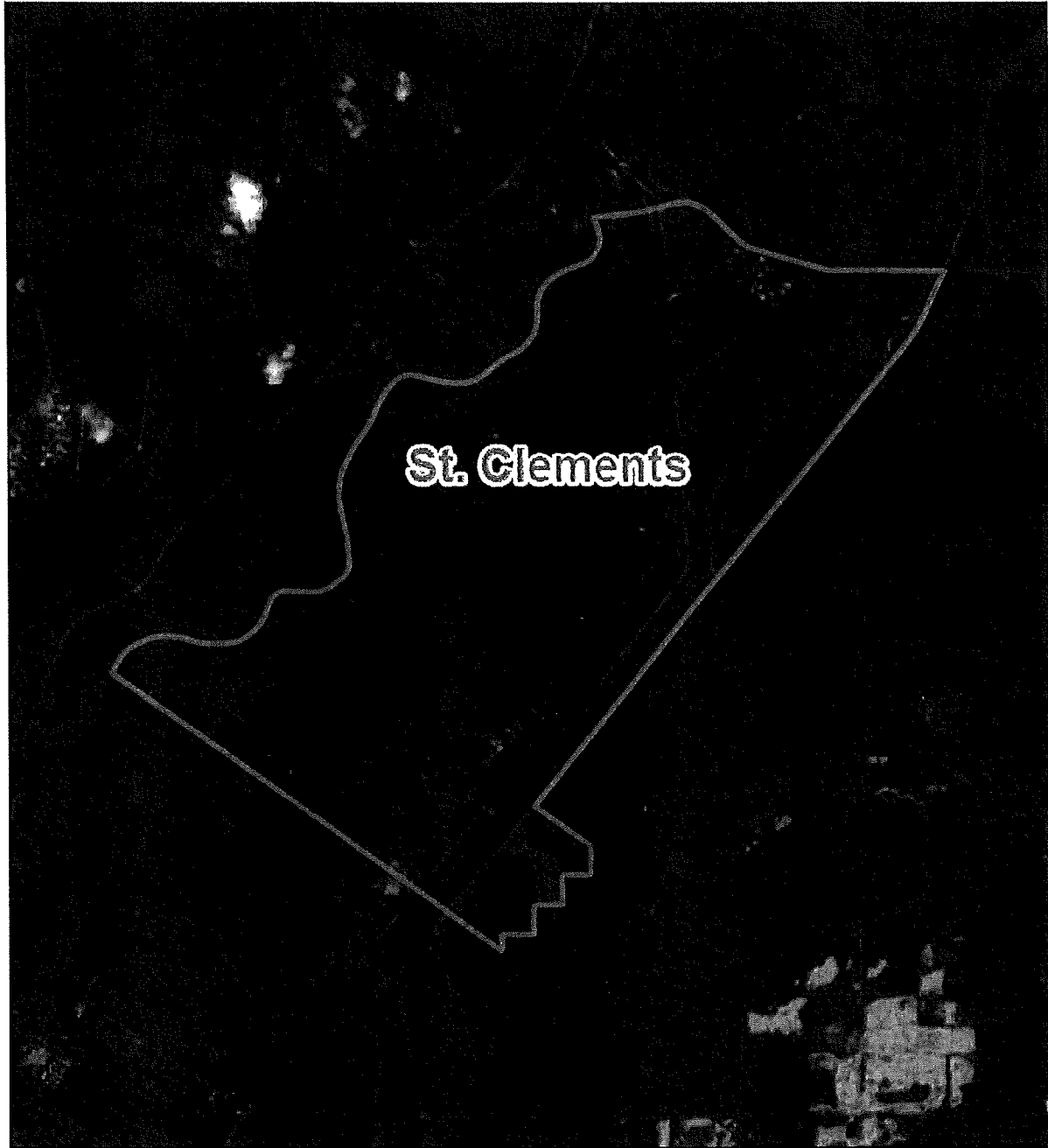
The river on the west side.

McKay / Coronation on the south side.

Highway #44 on the north side.

#59 highway on the east side, with an additional area at the southeast corner, to extend to Lornehill, from Coronation, to Dunning East.

Appendix B – Map of DED Managed Area



**RFP: #2021-7 – Dutch Elm Control, Removal and Disposal**

**Appendix C – Performance Bond Template**

RURAL MUNICIPALITY OF ST. CLEMENTS



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Provided always, and it is hereby agreed and declared, that the Obligee and the Principal have the right at any time and from time to time to make any changes, any alterations or any variations in any of the obligations of the aforesaid Agreement or Contract, and that without in any way restricting the generality of the foregoing, the Obligee in its discretion at any time and from time to time may grant any extension of time to the said Principal in which to observe and perform any one or more or all of the obligations of the aforesaid Agreement or Contract, notice of which changes, alterations, variations, extensions of time to the Surety in hereby waived, and the Obligee may demand and receive from the Principal any security or undertakings whatsoever.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any labour, service or material used or reasonably required for use in the performance of the Contract.

IN TESTIMONY WHEREOF, the Principal has hereunto set ..... hand and affixed ..... seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the authorized signature of its signing authority this ..... day of ..... A.D. 20 .....

SIGNED, SEALED AND DELIVERED  
In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety Seal