# PART D ATTACHMENTS

#### FORM G1: BID BOND AND AGREEMENT TO BOND

#### **AGREEMENT TO BOND**

(to be attached to and to form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with THE CITY OF WINNIPEG to become bound as Surety for the Principal, (Name of Bidder) (Place) the Bidder to you on \_\_\_\_\_\_, 20\_\_\_\_ for TENDER NO. ERROR! REFERENCE SOURCE NOT FOUND. **ERROR! REFERENCE SOURCE NOT FOUND.** in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Tender Package, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period. The Performance Bond shall be in the form specified in the Tender Package. It is a condition that this Agreement to Bond shall become null and void if the Performance Bond mentioned above is not required from our Principal within Error! Reference source not found. Calendar Days following the Submission Deadline. 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. SIGNED AND SEALED this \_\_\_\_\_\_, 20\_\_\_\_\_\_, (Name of Surety) (Attorney-in-Fact)

# FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING (BID SECURITY) (Page 1 of 2) (See Error! Reference source not found.)

(Date)	
Corpora Materia 185 Kir	cy of Winnipeg ate Finance Department als Management Division ng Street, Main Floor eg MB R3B 1J1
RE:	BID SECURITY - TENDER NO. ERROR! REFERENCE SOURCE NOT FOUND.
	ERROR! REFERENCE SOURCE NOT FOUND.
Pursua	nt to the request of and for the account of our customer,
(Name of	f Bidder)
(Address	of Bidder)
	REBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding aggregate
	Canadian dollars.
demand Letter of paymen	tandby Letter of Credit may be drawn on by you at any time and from time to time upon written d for payment made upon us by you. It is understood that we are obligated under this Standby of Credit for the payment of monies only and we hereby agree that we shall honour your demand for nt without inquiring whether you have a right as between yourself and our customer to make such d and without recognizing any claim of our customer or objection by the customer to payment by us.
	nount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon u or by formal notice in writing given to us by you if you desire such reduction or are willing that it be
Partial	drawings are permitted.
	gage with you that all demands for payment made within the terms and currency of this Standby 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.

## FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING (BID SECURITY) (Page 2 of 2)

(See Error! Reference source not found.)

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

This Standby Letter of Credit will expire on ^.

if our customer's Bid is not accepted, and if accepted, when our customer has entered into a Contract with you and has furnished the required performance security for guaranteeing the faithful performance of the Contract.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

WE HEREBY UNDERTAKE and agree to provide in your favour an irrevocable Standby Letter of Credit in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Tender Package, if our customer's Bid is accepted by you. Such Standby Letter of Credit shall be maintained and continue in full force and effect until the expiration of the warranty period. The Standby Letter of Credit shall be in the form specified in the Tender Package. 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)			
	( 11 1 11 1			
Per:				
1 61.	(Authorized Cigning Officer)			
	(Authorized Signing Officer)			

## FORM H1: PERFORMANCE BOND (See Error! Reference source not found.)

#### KNOW ALL MEN BY THESE PRESENTS THAT

(hereinafter called the "Principal"), and	d	
(hereinafter called the "Surety"), are called the "Obligee"), in the sum of	held and firmly bound unto THE CITY OF W	'INNIPEG (hereinafter
	dollars (\$	
•	to the Obligee, or its successors or assigns, for d themselves, their heirs, executors, administrate these presents.	. ,
WHEREAS the Principal has entered i	into a written contract with the Obligee dated the	е
day of	, 20 , for:	
TENDER NO. ERROR! REFERENCE	SOURCE NOT FOUND.	

### ERROR! REFERENCE SOURCE NOT FOUND.

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	, 20				
SIGNED AND SEALED in the presence of:	(Name of Principal)					
(Witness)	Per:	(Seal)				
	(Name of Surety)  By: (Attorney-in-Fact)	(Seal)				

# FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (See Error! Reference source not found.)

(Date)	<del>_</del>			
The City of Winnipeg Corporate Services Depa Legal Services Division 185 King Street, 3rd Floo Winnipeg MB R3B 1J1				
RE: PERFORMANCE	SECURITY - ERROR! REFERENCE SOURCE NOT FOUND.			
ERROR! REFER	ENCE SOURCE NOT FOUND.			
Pursuant to the request o	f and for the account of our customer,			
(Name of Contractor)	<del></del> ,			
(Address of Contractor)  WE HEREBY ESTABLIS in the aggregate	H in your favour our irrevocable Standby Letter of Credit for a sum not exceeding			
	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 perm	nitted.			
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)						
I	Per:	(Authorized Signing Officer)				
1	Per:	(Authorized Signing Officer)				