

FORM A: BID
(See B7)

1. Contract Title Inkster Boulevard Widening and Rehabilitation, 2009 Land Drainage Sewer and Associated Works, Brookside Boulevard to Keewatin Street

2. Bidder _____
Name of Bidder

Street

City Province Postal Code

Facsimile Number

(Mailing address if different)

Street or P.O. Box

City Province Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

Contact Person Title

Telephone Number Facsimile Number

4. Definitions All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions.

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the Total Bid Price, in Canadian funds, set out on Form B: Prices, appended hereto.

6. Bid Security In accordance with B10.1, the Bidder encloses bid security in the form of:

(Choose one)

- a bid bond (Form G1: Bid Bond and Agreement to Bond)
- an irrevocable standby letter of credit (Form G2: Irrevocable Standby Letter of Credit and Undertaking)
- a certified cheque or draft

and agrees that it shall be held by the City in accordance with the Contract.

7. Execution of Contract The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.

8. Commencement of the Work The Bidder agrees that no Work shall commence until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

9. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

10. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

11. Time This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) Calendar Days following the Submission Deadline.

12. Signatures

The Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____.

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

SEAL

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A	<u>ROADWORKS</u>					
	EARTH AND BASE WORKS					
A.1	Preparation of Existing Ground Surface	E16	m ²	4300		
A.2	Crushed Sub-base Material	CW 3110-R11				
i)	50 mm - Limestone		tonne	1600		
ii)	150 mm - Limestone		tonne	7000		
A.3	Supplying and Placing Base Course Material	CW 3110-R11, E10	m ³	360		
A.4	Grading of Boulevards	CW 3110-R11	m ²	1000		
A.5	Ditch Grading	CW 3110-R11	m ²	500		
A.6	Removal of Existing Concrete Bases	CW 3110-R11				
i)	600mm Diameter or Less		each	4		
A.7	Separation Geotextile Fabric	CW 3130-R2	m ²	4300		
A.8	Common Excavation	E16				
i)	Suitable Site Material		m ³	960		
ii)	Unsuitable Site Material		m ³	5040		
A.9	Fill Material	E16				
i)	Suitable Site Material		m ³	830		
	ROADWORKS - REMOVALS/RENEWALS					
A.10	Pavement Removal	CW 3110-R11				
i)	Concrete Pavement		m ²	1070		
ii)	Asphalt Pavement		m ²	920		
A.11	Slab Replacement - Early Opening (72 hour)	CW 3230-R6				
i)	250 mm Concrete Pavement (Plain-Dowelled)		m ²	40		
ii)	200 mm Concrete Pavement (Reinforced)		m ²	60		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.12	Partial Slab Patches - Early Opening (72 hour)	CW 3230-R6				
i)	250 mm Concrete Pavement (Type A)		m ²	5		
ii)	250 mm Concrete Pavement (Type B)		m ²	25		
iii)	250 mm Concrete Pavement (Type C)		m ²	10		
iv)	250 mm Concrete Pavement (Type D)		m ²	10		
v)	200 mm Concrete Pavement (Type A)		m ²	5		
vi)	200 mm Concrete Pavement (Type B)		m ²	35		
vii)	200 mm Concrete Pavement (Type C)		m ²	10		
viii)	200 mm Concrete Pavement (Type D)		m ²	10		
A.13	Drilled Dowels	CW 3230-R6				
i)	19.1 mm Diameter		each	40		
ii)	28.6 mm Diameter		each	180		
A.14	Drilled Tie Bars	CW 3230-R6				
i)	20 M Deformed Tie Bar		each	1100		
ii)	25 M Deformed Tie Bar		each	100		
A.15	Miscellaneous Concrete Slab Removal	CW 3235-R7				
i)	Median Slab		m ²	50		
ii)	Monolithic Median Slab		m ²	25		
iii)	Sidewalk		m ²	10		
A.16	Concrete Curb Removal	CW 3240-R7				
i)	Barrier - Separate		m	500		
A.17	Concrete Curb Renewal	CW 3240-R7				
i)	Barrier (150mm ht, Dowelled)	SD-205, SD-206A				
a)	3 m to 30 m		m	10		
ii)	Barrier (180mm ht, Dowelled)	SD-205, SD-206A				

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
a)	3 m to 30 m		m	40		
iii)	Modified Barrier (180mm ht, Dowelled)	SD-203B	m	10		
iv)	Curb Ramp (10mm ht, Integral)	SD-229C,D	m	4		
A.18	Construction of Asphaltic Concrete Overlay	CW 3410-R8				
i)	Main Line Paving					
a)	Type IA		tonne	400		
ii)	Tie-ins and Approaches					
a)	Type IA		tonne	20		
	ROADWORKS - NEW CONSTRUCTION					
A.19	Concrete Pavements, Median Slabs, Bull-noses, and Safety Medians	CW 3310-R13, E14				
i)	Construction of 250 mm Concrete Pavement (Plain-Dowelled Slip Form Paving)		m ²	950		
ii)	Construction of 250 mm Concrete Pavement (Plain-Dowelled)		m ²	180		
iii)	Construction of 230 mm Concrete Pavement (Plain-Dowelled Slip Form Paving)		m ²	1570		
iv)	Construction of 230 mm Concrete Pavement (Plain-Dowelled)		m ²	380		
v)	Construction of 200 mm Concrete Pavement (Reinforced)		m ²	120		
vi)	Construction of Monolithic Concrete Bull-noses	SD-227C	m ²	6		
A.20	Concrete Pavements for Early Opening	CW 3310-R13, E14				
i)	Construction of 230 mm Concrete Pavement for Early Opening 72 hour (Plain-Dowelled)		m ²	810		
A.21	Concrete Curbs, Curb and Gutter, and Splash Strips	CW 3310-R13				
i)	Construction of Barrier (150mm ht, Separate)	SD-203A	m	570		
ii)	Construction of Barrier (180mm ht, Separate)	SD-203A	m	310		
iii)	Construction of Modified Barrier (180mm ht, Seperate)	SD-203B	m	80		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.22	Supply and Installation of Dowel Assemblies	CW 3310-R13, E14				
i)	28.6 mm Diameter Dowels		m	570		
ii)	31.8 mm Diameter Dowels (6:1 skew)		m	250		
A.23	100mm Concrete Sidewalk	CW 3325-R3	m ²	20		
	JOINT AND CRACK SEALING					
A.24	Reflective Crack Maintenance	CW 3250-R7	m	1200		
A	<u>ROADWORKS</u>				Subtotal:	

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B	<u>UNDERGROUND WORKS</u>					
	ASSOCIATED DRAINAGE AND UNDERGROUND WORKS					
B.1	Gravity Land Drainage Sewers	CW2130-R11				
i)	750mm C76-III RCP in a trench Class B Type 3 Bedding Class 3 Backfill					
a)	0-4m deep		m	84		
b)	4-5m deep		m	128		
ii)	750mm C76-IV RCP in a trench Class B Type 3 Bedding Class 3 Backfill					
a)	4-5m deep		m	204		
b)	5-6m deep		m	272		
iii)	900mm C76-IV RCP in a trench Class B Type 3 Bedding Class 3 Backfill					
a)	5-6m deep		m	29		
b)	6-7m deep		m	35		
iv)	900mm C76-IV RCP in a trench Class B Type 3 Bedding Modified Class 3 Backfill					
a)	5-6m deep		m	394		
v)	900mm C76-IV RCP Trenchless Installation Class B Type 3 Bedding Class 3 Backfill		m	47		
B.2	Manhole	CW 2130-R11				
i)	SD-010					
a)	1350mm x 1830mm base		vert. m	8		
b)	1500mm x 1830mm base		vert. m	12		
ii)	SD-011					
a)	1200mm x 1800mm base		vert. m	36		
B.3	Manhole on Existing CSP Culvert	CW 2130-R11				
i)	SD-010					
a)	1500mm x 1200mm base		vert. m	2		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.4	New Manhole on Existing Sewer	CW 2130-R11				
i)	SD-010					
a)	2100mm base		vert. m	11		
ii)	SD-011					
a)	1200mm base		vert. m	9		
B.5	Catch Basin	CW 2130-R11, E13				
i)	SD-024					
a)	1200mm deep		each	2		
b)	1800mm deep		each	10		
ii)	SD-025 c/w Ditch Inlet Grate					
a)	1200mm deep		each	2		
B.6	Catch Pit	CW 2130-R11				
i)	SD-023					
a)	460mm deep		each	1		
B.7	Concrete Spillway c/w Curb Inlet Grate	E18	m	30		
B.8	Sewer Service	CW 2130-R11				
i)	150mm					
a)	In a Trench, Class B Type 3 Bedding , Class 3 Backfill		m	14		
b)	Trenchless Installation, Class B Type 3 Bedding, Class 3 Backfill		m	32		
ii)	250mm					
a)	In a Trench, Class B Type 3 Bedding , Class 3 Backfill		m	103		
b)	Trenchless Installation, Class B Type 3 Bedding, Class 3 Backfill		m	86		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
iii)	300mm					
a)	In a Trench, Class B Type 3 Bedding , Class 3 Backfill		m	80		
b)	Trenchless Installation, Class B Type 3 Bedding, Class 3 Backfill		m	251		
iv)	375mm					
a)	Trenchless Installation, Class B Type 3 Bedding, Class 3 Backfill		m	75		
B.9	Drainage Connection Pipe	CW 2130-R11	m	2		
B.10	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-004 - Standard Frame for Manhole and Catch Basin		each	1		
ii)	AP-005 - Standard Solid Cover for Standard Frame		each	1		
B.11	Connecting to Existing Manhole	CW 2130-R11				
i)	150mm Catch Basin Lead		each	1		
ii)	250mm Catch Basin Lead		each	1		
iii)	300mm Catch Basin Lead		each	1		
iv)	900mm Land Drainage Sewer		each	1		
B.12	Connecting to Existing Catch Basin	CW 2130-R11				
i)	250mm Drainage Connection Pipe		each	1		
B.13	Connecting to Existing Sewer	CW 2130-R11				
i)	150mm Sewer Service of connecting pipe					
a)	Connecting to 1050mm Land Drainage Sewer		each	1		
ii)	250mm Sewer Service of connecting pipe					
a)	Connecting to 1050mm Land Drainage Sewer		each	3		
iii)	300mm Sewer Service of connecting pipe					
a)	Connecting to 1050mm Land Drainage Sewer		each	5		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.14	Connecting New Sewer Service to Existing Sewer Service	CW 2130-R11				
i)	250mm		each	1		
B.15	Connecting Existing Sewer Service to New Sewer	CW 2130-R11				
i)	250mm SSP to 750mm Land Drainage Sewer		each	2		
B.16	Removal of Existing Catch Basins	CW 2130-R11	each	4		
B.17	Abandoning Existing Sewers With Cement-Stabilized Flowable Fill	CW 2130-R11				
i)	450 mm LDS		m ³	4		
B.18	Adbandonment of Existing SSP Less than 300mm Under Existing or Future Pavement	CW 2130-R11	each	3		
B.19	Corrugated Steel Pipe - Supply	CW 3610-R3				
i)	300mm, 1.6mm thick		m	10		
ii)	450mm, 2.0mm thick		m	80		
iii)	600mm, 2.0mm thick		m	60		
iv)	1090 x 685 mm CMPA, 2.8 mm thick		m	6		
B.20	Corrugated Steel Pipe - Install	CW 3610-R3, E11				
i)	300mm, 1.6mm thick		m	10		
ii)	450mm, 2.0mm thick		m	80		
iii)	600mm, 2.0mm thick		m	60		
iv)	1090 x 685 mm CMPA, 2.8 mm thick		m	6		
B.21	Supply and Installation of CSP Bar Screens	E11				
i)	300mm CSP		each	1		
B.22	Grouted Stone Riprap	CW 3615-R2	m ³	30		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.23	Removal of Existing Culverts	E12				
i)	400mm		m	14		
ii)	450mm		m	52		
iii)	600mm		m	51		
B.24	Sewer Cleaning	CW2140-R3				
i)	450mm Existing Land Drainage (Pre-Construction)		m	26		
B.25	Sewer Inspection	CW 2145-R3				
i)	Existing Land Drainage Pipe					
a)	450mm (Pre-Construction)		m	26		
ii)	Sewer Service Pipe					
a)	250mm		m	143		
b)	300mm		m	169		
c)	375mm		m	63		
d)	750mm		m	687		
e)	900mm		m	504		
B.26	Concrete Pipe Three-Edge Bearing Test	CW2130-R11				
i)	750mm C76-III		each	1		
ii)	750mm C76-IV		each	1		
iii)	900mm C76-IV		each	1		
B.27	Construction of Pre-Cast Air Valve Chambers	E19	each	2		
B.28	Offtake Chamber Modifications	E19	l.s.	1		
	ADJUSTMENTS					
B.29	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	1		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.30	Replacing Existing Risers	CW 2130-R11				
i)	Pre-cast Concrete Risers		vert. m	1		
B.31	Lifter Rings	CW 3210-R7				
i)	51mm		each	2		
B.32	Patching Existing Manholes/Catchbasins	CW2130-R11	vert. m	1		
B.33	Replace Existing Manhole and Catch basin Rungs	CW2130-R11	each	3		
B.34	Relocating Existing Hydrant- Type A	CW 2110-R10	each	12		
B.35	Relocating Existing Hydrant- Type B	CW 2110-R10	each	4		
B.36	Raising of Hydrant	CW 2110-R10	each	3		
B	<u>UNDERGROUND WORKS</u>				Subtotal:	

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
C	<u>DETOUR STAGING WORKS</u>					
	EARTH AND BASE WORKS					
C.1	Preparation of Existing Ground Surface	E16	m ²	5000		
C.2	Crushed Sub-base Material	CW 3110-R11				
i)	50 mm - Limestone		tonne	4350		
ii)	150 mm - Limestone		tonne	3060		
C.3	Supplying and Placing Base Course Material	CW 3110-R11, E10	m ³	350		
C.4	Separation Geotextile Fabric	CW 3130-R2	m ²	7650		
C.5	Common Excavation	E16				
i)	Suitable Site Material		m ³	110		
ii)	Unsuitable Site Material		m ³	1200		
C.6	Fill Material	E16				
i)	Placing Suitable Site Material		m ³	1100		
	ROADWORK - REMOVALS/RENEWALS					
C.7	Miscellaneous Concrete Slab Removal	CW 3235-R7				
i)	Bullnose		m ²	10		
C.8	Concrete Curb Removal	CW 3240-R7				
i)	Barrier - Separate		m	220		
	ROADWORK - NEW CONSTRUCTION					
C.9	Concrete Pavements, Median Slabs, Bull-noses, and Safety Medians	CW 3310-R13				
i)	Construction of Monolithic Concrete Bull-noses	SD-227C	m ²	10		
C.10	Concrete Curbs, Curb and Gutter, and Splash Strips	CW 3310-R13, E17				
i)	Construction of Barrier Curb for Asphalt Pavement (150mm ht, Dowelled)		m	420		

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
C.11	Construction of Asphaltic Concrete Pavements	CW 3410-R8				
i)	Main Line Paving					
a)	Type IA		tonne	1250		
ii)	Tie-ins and Approaches					
a)	Type IA		tonne	320		
C	<u>DETOUR STAGING WORKS</u>				Subtotal:	

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
D	<u>PROVISIONAL ITEMS</u>					
D.1	New Manhole on Existing Sewer	CW 2130-R11, E25				
i)	SD-010					
a)	1200mm base		vert. m	4.9		
D	<u>PROVISIONAL ITEMS</u>				Subtotal:	

FORM B (R2): PRICES
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
SUMMARY						
A	<u>ROADWORKS</u>				Subtotal:	
B	<u>UNDERGROUND WORKS</u>				Subtotal:	
C	<u>DETOUR STAGING WORKS</u>				Subtotal:	
D	<u>PROVISIONAL ITEMS</u>				Subtotal:	
TOTAL BID PRICE (GST extra) (in figures) _____						
(in words) _____						

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B10)

BID BOND

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 ten percent (10%) of the Total Bid Price set out in the Bid hereinafter described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid to the Obligee for

BID OPPORTUNITY NO. 368-2009

Inkster Boulevard Widening and Rehabilitation, 2009 Land Drainage Sewer and Associated Works, Brookside Boulevard to Keewatin Street

NOW THEREFORE the condition of this obligation is such that if the Bid of the Principal is not accepted, or if said Bid is accepted and the Principal, in accordance with the terms of the Bid, enters into a Contract with the said Obligee and furnishes the required performance security for guaranteeing the faithful performance of the Contract, this obligation shall be void, but otherwise shall remain in full force and effect.

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 G1: BID BOND AND AGREEMENT TO BOND

(Page 2 of 2)
(See B10)

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,

_____ of
(Name of Bidder)

(Place)

the Bidder to you on _____, 20____ for

BID OPPORTUNITY NO. 368-2009

Inkster Boulevard Widening and Rehabilitation, 2009 Land Drainage Sewer and Associated Works,
Brookside Boulevard to Keewatin Street

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 Bid Opportunity, 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 Bid Opportunity.

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 thirty (30) 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 _____ day of _____, 20_____.

(Name of Surety)

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

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 1 of 2)
(See B10)**

(Date)

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

RE: BID SECURITY – BID OPPORTUNITY NO. 368-2009

Inkster Boulevard Widening and Rehabilitation, 2009 Land Drainage Sewer and Associated Works,
Brookside Boulevard to Keewatin Street

Pursuant to the request of and for the account of our customer,

(Name of Bidder)

(Address of Bidder)

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.

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 2 of 2)
(See B10)**

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 August 29, 2009

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 Bid Opportunity, 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 Bid Opportunity.

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)