# FORM A: BID (See B7)

1.	Contract Title	WEST FROM WINONA STREE AVENUE EAST FROM DAY ST	NEWAL PROGRAM - REGENT AVENUE ET TO DAY STREET AND REGENT IREET TO KANATA STREET – REETSCAPING AND ASSOCIATED
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 Bidder for purposes of the E	the following contact person to represent Bid.
		Contact Person	Title
		Telephone Number	Facsimile Number
4.	Definitions	All capitalized terms used in ascribed to them in the Genera	the Contract shall have the meanings I Conditions and D2.
5.	Offer		erform the Work in accordance with the e, in Canadian funds, set out on Form B

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 sixty (60) 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)

# FORM B: PRICES

(SEE B8)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
Α	REGENT AVENUE WEST from Winona Stre	et to Day Stree	<u>t</u>			
	EARTH AND BASE WORKS					
A.1	Excavation	CW 3110-R12	m³	200		
A.2	Supplying and Placing Base Course Material	CW 3110-R12, E8	m³	165		
A.3	Grading of Boulevards	CW 3110-R12	m²	100		
A.4	Removal of Existing Concrete Bases	CW 3110-R12				
i)	600mm Diameter or Less		each	20		
	ROADWORKS - REMOVALS/RENEWALS					
A.5	Pavement Removal	CW 3110-R12				
i)	Concrete Pavement		m²	275		
A.6	Slab Replacement - Early Opening (24 hour)	CW 3230-R6				
i)	200 mm Concrete Pavement (Plain- Dowelled)		m²	100		
A.7	Partial Slab Patches - Early Opening (24 hour)	CW 3230-R6				
i)	200 mm Concrete Pavement (Type A)		m²	5		
ii)	200 mm Concrete Pavement (Type B)		m²	200		
iii)	200 mm Concrete Pavement (Type C)		m²	10		
iv)	200 mm Concrete Pavement (Type D)		m²	40		
A.8	Slab Replacement - Early Opening (72 hour)	CW 3230-R6				
i)	200 mm Concrete Pavement (Plain- Dowelled)		m²	250		
A.9	Partial Slab Patches - Early Opening (72 hour)	CW 3230-R6				
i)	200 mm Concrete Pavement (Type A)		m²	5		
ii)	200 mm Concrete Pavement (Type B)		m²	350		
iii)	200 mm Concrete Pavement (Type C)		m²	10		
iv)	200 mm Concrete Pavement (Type D)		m²	10		
A.10	Drilled Dowels	CW 3230-R6				
i)	19.1 mm Diameter		each	300		

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.11	Drilled Tie Bars	CW 3230-R6				
i)	20 M Deformed Tie Bar		each	900		
ii)	25 M Deformed Tie Bar		each	300		
A.12	Miscellaneous Concrete Slab Removal	CW 3235-R7				
i)	Monolithic Median Slab		m²	270		
ii)	Sidewalk		m²	2420		
iii)	Salvage Existing Paving Stones	E15	m²	375		
A.13	Miscellaneous Concrete Slab Installation	CW 3235-R7				
i)	Safety Median	SD-226B	m²	240		
ii)	Bullnose	SD-227C	m²	5		
iii)	100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones	E12 See Detail	m²	2360		
A.14	Miscellaneous Concrete Slab Renewal	CW 3235-R7				
i)	Monolithic Median Slab	SD-226A	m²	46		
ii)	Sidewalk	SD-228A				
а	) Less than 5 sq.m.		m²	10		
b	) 5 sq.m. to 20 sq.m.		m²	30		
с	) Greater than 20 sq.m.		m²	60		
iii)	Bullnose	SD-227C	m²	5		
A.15	Concrete Curb Removal	CW 3240-R8				
i)	Barrier (Separate)		m	95		
A.16	Concrete Curb Installation	CW 3240-R8				
i)	Modified Barrier (150mm ht, Dowelled)	SD-203B	m	95		
ii)	Safety Curb (330mm ht)	SD-206B	m	60		
A.17	Concrete Curb Renewal	CW 3240-R8				
i)	Barrier (150mm ht, Dowelled)	SD-205,				
а	) Less than 3 m	SD-206A	m	5		
b	) 3 m to 30 m		m	25		
С	) Greater than 30 m		m	110		

ITEM	CES DESCRIPTION	SPEC.	UNIT	APPROX.	UNIT PRICE	AMOUNT
::)	Derrier (150mm ht. Concrete)	REF.		QUANTITY		
ii)	Barrier (150mm ht, Separate)	SD-203A				
а	Less than 3 m		m	15		
b	3 m to 30 m		m	60		
C	Greater than 30 m		m	400		
iii)	Curb Ramp (10-15mm ht, Integral)	SD-229C,D	m	130		
A.18	Supply and Installation of Dowel Assemblies	CW 3310-R14	m	100		
A.19	Regrading Existing Interlocking Paving Stones	CW 3330-R5	m²	100		
A.20	Construction of Asphaltic Concrete Overlay	CW 3410-R8				
i)	Main Line Paving					
a	Туре ІА		tonne	2000		
ii)	Tie-ins and Approaches					
a	Туре ІА		tonne	175		
A.21	Planing of Pavement	CW 3450-R5				
i)	50 - 100 mm Depth (Asphalt)		m²	7100		
ii)	100 - 150 mm Depth (Asphalt)		m²	1500		
iii)	0 - 50 mm Depth (Concrete)		m²	200		
A.22	Detectable Warning Surface Tiles	E9	each	24		
	ROADWORKS - NEW CONSTRUCTION					
A.23	Concrete Pavements for Early Opening	CW 3310-R14				
i)	Construction of 250 mm Concrete Pavement for Early Opening 72 hour (Plain-Dowelled)		m²	220		
ii)	Construction of 200 mm Concrete Pavement for Early Opening 24 hour (Reinforced)		m²	55		
24	Concrete Curbs, Curb and Gutter, and Splash Strips	CW 3310-R14				
i)	Construction of Barrier (150mm ht, Separate)	SD-203A	m	15		
ii)	Construction of Modified Barrier (150mm ht, Dowelled)	SD-203B	m	26		
iii)	Construction of Curb Ramp (10-15mm ht, Integral)	SD-229C	m	20		

ITEM	ICES DESCRIPTION	SPEC.	UNIT	APPROX.	UNIT PRICE	AMOUNT
A.25	100mm Concrete Sidewalk	REF. CW 3325-R3	m²	QUANTITY 25		
A.26	Supply and Install Interlocking Paving Stones	CW 3330-R5 E13				
i)	Holland Stone - Charcoal		m²	250		
ii)	Double Holland Stone - Natural		m²	30		
	JOINT AND CRACK SEALING					
A.27	Reflective Crack Maintenance	CW 3250-R7	m	3000		
	ASSOCIATED DRAINAGE AND UNDERGROUND WORKS					
A.28	Catch Basin	CW 2130-R11				
i)	SD-024, 1200mm deep		each	3		
۹.29	Catch Pit	CW 2130-R11				
i)	SD-023		each	3		
A.30	Sewer Service	CW 2130-R11				
i)	300mm, PVC					
a	a) Trenchless Installation, Class B Type 3 Bedding, Class 3 Backfill		m	55		
A.31	Drainage Connection Pipe	CW 2130-R11	m	40		
A.32	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-004 - Standard Frame for Manhole and Catch Basin		each	6		
ii)	AP-005 - Standard Solid Cover for Standard Frame		each	5		
iii)	AP-006 - Standard Grated Cover for Standard Frame		each	1		
iv)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	1		
v)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	1		
A.33	Connecting to Existing Manhole	CW 2130-R11				
i)	300mm Catch Basin Lead		each	1		
A.34	Connecting to Existing Catch Basin	CW 2130-R11				
i)	250mm Drainage Connection Pipe		each	3		
ii)	300mm Drainage Connection Pipe		each	1		

ITEM	ICES DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.35	Abandoning Existing Catch Basins	CW 2130-R11	each	2		
A.36	Removal of Existing Catch Basins	CW 2130-R11	each	2		
A.37	Removal of Existing Catch Pit	CW 2130-R11	each	1		
A.38	Abandoning Existing Drainage Inlets	CW 2130-R11	each	2		
A.39	Installation of Subdrains	CW 3120-R3	m	12		
	ADJUSTMENTS					
A.40	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	1		
A.41	Replacing Existing Risers	CW 2130-R11				
i)	Pre-cast Concrete Risers		vert. m	2		
A.42	Lifter Rings	CW 3210-R7				
i)	38mm		each	1		
ii)	51mm		each	2		
iii)	64mm		each	2		
iv)	76mm		each	2		
A.43	Adjustment of Valve Boxes	CW 3210-R7	each	4		
A.44	Valve Box Extensions	CW 3210-R7	each	8		
A.45	Adjustment of Curb Stop Boxes	CW 3210-R7	each	35		
A.46	Curb Stop Extensions	CW 3210-R7	each	20		
A.47	Installing New Flat Top Reducer	CW 2130-R11	each	1		
A.48	Adjustment of Traffic Signal Service Box Frames	CW 3210-R7	each	3		
	LANDSCAPING					
A.49	Sodding	CW 3510-R9				
i)	width > or = 600mm		m²	100		
	MISCELLANEOUS					
A.50	Construction of Reinforced Concrete Tree Vault Curb	E10 See Dwg #5	m	265		
A.51	Supply and Install Reinforced Precast Concrete Sidewalk Panel	E11	each	60		

יסס דוואו	050	(SEE B8)				
UNIT PRI ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.52	Construction of Median Safety Curb Planter(330mm ht) with 50mm Diameter PVC Pipe Drainage Holes	SD-206B See Dwg #6	m	76		
A.53	Cast in Place Concrete Median Grade Beam, Pile and Footing	E21 See Dwg #7	each	4		
A.54	Cast in Place Concrete Piles for Foundation Base	E21 See Dwg #7	each	4		
A.55	Cast in Place Concrete Foundation Base for Future Archway	E21 See Dwg #7	each	2		
A.56	Installation of Concrete Bases	CW 3620 ST-60	each	20		
A.57	Installation of Conduit	CW 3620 See Drawings	m	800		
A.58	Construction of Reinforced Cast in Place Concrete Planter	E19	lump sum	1		
A.59	Construction of Inlet Box with Curb Inlet Frame and Inlet Box Cover	SD-221 See Dwg #6	each	1		
A.60	Remove and Replace Existing "Paul Martin" Imbedded Sidewalk Plaque	See Dwg #2	lump sum	1		
A.61	Vertical Mulching of Boulevards	E14	lump sum	1		
A.62	Supply and Placement of Top Soil	CW 3540 E18	M3	150		
A.63	Hydro-Excavation of Tree Vaults	E20	hour	25		
A.64	Removal of Existing 300mm CSP Sewer Service Pipe	E17	m	36		
A.65	Removal of Existing 150mm PVC Drainage Connection Pipe	E17	m	20		
A.66	Tree Removal(50mm - 100mm diameter)	E16	each	13		
A.67	Stump Grinding(300mm - 600mm diameter)	See Dwg #1	each	1		
Α	REGENT AVENUE WEST from Winona Stre	et to Day Stree	<u>t</u>	1	Subtotal:	

UNIT PRICES

# FORM B: PRICES

(SEE B8)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
В	REGENT AVENUE EAST from Day Street to	o Kanata Street	•			
	EARTH AND BASE WORKS					
B.1	Excavation	CW 3110-R12	M3	5		
B.2	Supplying and Placing Base Course Material	CW 3110-R12, E8	M3	5		
3.3	Grading of Boulevards	CW 3110-R12	m²	950		
	ROADWORKS - REMOVALS/RENEWALS					
B.4	Slab Replacement - Early Opening (24 hour)	CW 3230-R6				
i)	200 mm Concrete Pavement (Plain- Dowelled)		M2	30		
B.5	Partial Slab Patches - Early Opening (24 hour)	CW 3230-R6				
i)	200 mm Concrete Pavement (Type A)		m²	20		
II)	200 mm Concrete Pavement (Type B)		m²	15		
B.6	Drilled Dowels	CW 3230-R6				
i)	19.1 mm Diameter		each	10		
B.7	Drilled Tie Bars	CW 3230-R6				
i)	20 M Deformed Tie Bar		each	60		
ii)	25 M Deformed Tie Bar		each	10		
B.8	Miscellaneous Concrete Slab Renewal	CW 3235-R7				
i)	Sidewalk	SD-228A				
а	) Less than 5 sq.m.		m²	30		
b	) 5 sq.m. to 20 sq.m.		m²	120		
с	) Greater than 20 sq.m.		m²	250		
B.9	Adjustment of Precast Sidewalk Blocks	CW 3235-R7	m²	20		
B.10	Supply of Precast Sidewalk Blocks	CW 3235-R7	m²	10		
B.11	Removal of Precast Sidewalk Blocks	CW 3235-R7	m²	25		

ITEM	1	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.12		Concrete Curb Renewal	CW 3240-R8				
i)		Barrier (150mm ht, Dowelled)	SD-205, SD-206A				
	a)	Less than 3 m		m	5		
	b)	3 m to 30 m		m	35		
ii)		Modified Barrier 150mm ht, Dowelled)	SD-203B	m	25		
iii)		Curb Ramp (10-15mm ht, Integral)	SD-229C,D	m	27		
B.13		Supply and Installation of Dowel Assemblies	CW 3310-R14	m	6		
B.14		Regrading Existing Interlocking Paving Stones	CW 3330-R5	m²	35		
B.15		Construction of Asphaltic Concrete Overlay	CW 3410-R8				
i)		Main Line Paving					
	a)	Туре ІА		tonne	325		
ii)		Tie-ins and Approaches					
	a)	Туре ІА		tonne	35		
B.16		Planing of Pavement	CW 3450-R5				
i)		0 - 50 mm Depth (Asphalt)		m²	2200		
ii)		50 - 100 mm Depth (Asphalt)		m²	300		
B.17		Detectable Warning Surface Tiles	E9	each	8		
		ROADWORKS - NEW CONSTRUCTION					
B.18		100mm Concrete Sidewalk	CW 3325-R3	M²	20		
		JOINT AND CRACK SEALING					
B.20		Reflective Crack Maintenance	CW 3250-R7	m	500		

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	ASSOCIATED DRAINAGE AND UNDERGROUND WORKS					
B.21	Catch Pit	CW 2130-R11				
i)	SD-023		each	1		
B.22	Drainage Connection Pipe	CW 2130-R11	m	2		
B.23	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-004 - Standard Frame for Manhole and Catch Basin		each	3		
ii)	AP-005 - Standard Solid Cover for Standard Frame		each	3		
iii)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	5		
iv)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	5		
B.24	Connecting to Existing Catch Basin	CW 2130-R11				
i)	250mm Drainage Connection Pipe		each	1		
	ADJUSTMENTS					
B.25	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	1		
B.26	Lifter Rings	CW 3210-R7				
i)	38mm		each	1		
ii)	51mm		each	2		
iii)	64mm		each	1		
iv)	76mm		each	1		
B.27	Adjustment of Valve Boxes	CW 3210-R7	each	2		
B.28	Valve Box Extensions	CW 3210-R7	each	1		
B.29	Adjustment of Curb Stop Boxes	CW 3210-R7	each	10		
B.30	Curb Stop Extensions	CW 3210-R7	each	5		
B.31	Replacing Existing Flat Top Reducer	CW 2130-R11	each	2		
B.32	Adjustment of Traffic Signal Service Box Frames	CW 3210-R7	each	1		

UNIT PRI	CES	(SEE B8)				
ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	LANDSCAPING					
B.33	Sodding	CW 3510-R9				
i)	width > or = 600mm		m²	950		
В	REGENT AVENUE EAST from Day Street to	Subtotal:				
Α	SUMMARY   REGENT AVENUE WEST from Winona Street	eet to Day Stree	<u>t</u>		Subtotal:	
 В	REGENT AVENUE EAST from Day Street to				Subtotal:	
-			•		Subtotal:	
TOTAL B	ID 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. 227-2010

2010 REGIONAL STREET RENEWAL PROGRAM - REGENT AVENUE WEST FROM WINONA STREET TO DAY STREET AND REGENT AVENUE EAST FROM DAY STREET TO KANATA STREET – ASPHALT RESURFACING, STREETSCAPING AND ASSOCIATED WORKS

as more fully set out in the Bid Opportunity.

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:	(Name of Principal)	
(Witness as to Principal if no seal)	Per: Per:	(Seal)
	(Name of Surety) By: (Attorney-in-Fact)	(Seal)

\_\_\_\_\_ of

#### 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,

(Name of Bidder)

(Place)

the Bidder to you on \_\_\_\_\_\_, 20\_\_\_\_\_ , 20\_\_\_\_\_ for

BID OPPORTUNITY NO. 227-2010

2010 REGIONAL STREET RENEWAL PROGRAM - REGENT AVENUE WEST FROM WINONA STREET TO DAY STREET AND REGENT AVENUE EAST FROM DAY STREET TO KANATA STREET – ASPHALT RESURFACING, STREETSCAPING AND ASSOCIATED WORKS

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 sixty (60) 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)

#### 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. 227-2010

2010 REGIONAL STREET RENEWAL PROGRAM - REGENT AVENUE WEST FROM WINONA STREET TO DAY STREET AND REGENT AVENUE EAST FROM DAY STREET TO KANATA STREET – ASPHALT RESURFACING, STREETSCAPING AND ASSOCIATED WORKS

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 3<sup>rd</sup>, 2010.

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)