

**FORM A: BID**  
(See B7)

1. Contract Title Renewal and New Construction of Sidewalks and Associated Works

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 forty-five (45) 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)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>A</b>	<b><u>Downtown Exchange District Sidewalk Renewal</u></b>					
	<b>EARTH AND BASE WORKS</b>					
A.1	Supplying and Placing Base Course Material	CW 3110-R12, E16	m <sup>3</sup>	45		
	<b>ROADWORKS - RENEWALS</b>					
A.2	Drilled Tie Bars	CW 3230-R6				
i)	15 M Deformed Tie Bar		each	70		
A.3	Miscellaneous Concrete Slab Removal	CW 3235-R7				
i)	Sidewalk		m <sup>2</sup>	1250		
ii)	Salvage Existing Paving Stones	E14	m <sup>2</sup>	600		
A.4	Miscellaneous Concrete Slab Installation	CW 3235-R7				
i)	100mm Concrete Sidewalk with block-outs for Interlocking Paving Stones	E12	m <sup>2</sup>	1250		
A.5	Supply and Installation of Unit Pavers	CW 3330-R5				
i)	Endicott Brick - Dark Ironspot		m <sup>2</sup>	260		
A.6	Concrete Curb Removal	CW 3240-R8				
i)	Barrier Separate		m	20		
A.7	Concrete Curb Installation	CW 3240-R8				
i)	Modified Barrier (150mm ht, Dowelled)	SD-203B	m	20		
A.8	Concrete Curb Renewal	CW 3240-R8				
i)	Barrier (150mm ht, Dowelled)	SD-205, SD-206A				
a)	Less than 3 m		m	12		
b)	3 m to 30 m		m	25		
c)	Greater than 30 m		m	130		
ii)	Modified Barrier (150mm ht, Dowelled)	SD-203B	m	50		
iii)	Curb and Gutter (150mm ht, Barrier, Integral, 600mm width, 150mm Plain Concrete Pavement)	SD-200				
a)	Less than 3 m		m	10		
b)	3 m to 30 m		m	20		

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
iv)	Curb and Gutter (10-15mm ht, Ramp Curb, Integral, 600mm width, 150mm Plain Concrete Pavement)	SD-200				
a)	Less than 3 m		m	10		
b)	3 m to 30 m		m	20		
v)	Curb Ramp (10-15mm ht, Integral)	SD-229C,D	m	50		
A.9	Regrading Existing Interlocking Paving Stones	CW 3330-R5	m <sup>2</sup>	100		
A.10	Construction of Asphalt Patches	CW 3410-R8	m <sup>2</sup>	55		
<b>ASSOCIATED DRAINAGE AND UNDERGROUND WORKS</b>						
A.11	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	2		
ii)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	2		
<b>ADJUSTMENTS</b>						
A.12	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	6		
A.13	Lifter Rings	CW 3210-R7				
i)	38mm		each	1		
ii)	51mm		each	1		
A.14	Adjustment of Valve Boxes	CW 3210-R7	each	8		
A.15	Valve Box Extensions	CW 3210-R7	each	4		
A.16	Adjustment of Curb Stop Boxes	CW 3210-R7	each	8		
A.17	Curb Stop Extensions	CW 3210-R7	each	4		
<b>MISCELLANEOUS</b>						
A.18	Tree Well Concrete Curb	E10	m	140		
A.19	Supply and Install Reinforced Precast Concrete Sidewalk Panel	E11	each	4		
A.20	Supply and Install Cast Iron Tree Grate - ADA Compliant	E15	each	5		
A.21	Detectable Warning Surface Tiles	E9	each	8		
A.22	Supply and Placement of Top Soil	CW 3540 E16	m <sup>3</sup>	30		
<b>A</b>	<b><i>Downtown Exchange District Sidewalk Renewal</i></b>				Subtotal:	

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>B</b>	<b><u>New Regional Sidewalk</u></b>					
	<b>EARTH AND BASE WORKS</b>					
B.1	Clearing and Grubbing	CW 3010-R4	m <sup>2</sup>	100		
B.2	Sub-Grade Compaction	CW 3110-R12	m <sup>2</sup>	1250		
B.3	Supplying and Placing Base Course Material	CW 3110-R12, E7	m <sup>3</sup>	75		
	<b>ROADWORKS - RENEWALS</b>					
B.4	Drilled Tie Bars	CW 3230-R6				
i)	15 M Deformed Tie Bar		each	50		
B.5	Miscellaneous Concrete Slab Renewal	CW 3235-R7				
i)	Sidewalk	SD-228A				
a)	Less than 5 sq.m.		m <sup>2</sup>	20		
b)	5 sq.m. to 20 sq.m.		m <sup>2</sup>	32		
B.6	Concrete Curb Removal	CW 3240-R8				
i)	Barrier Separate		m	30		
B.7	Concrete Curb Installation	CW 3240-R8				
i)	Curb Ramp (10-15mm ht, Integral)	SD-229A,B,C	m	30		
B.8	Concrete Curb Renewal	CW 3240-R8				
i)	Barrier (150mm ht, Dowelled)	SD-205, SD-206A				
a)	Less than 3 m		m	20		
b)	3 m to 30 m		m	50		
ii)	Modified Barrier (150mm ht, Dowelled)	SD-203B	m	40		
iii)	Curb Ramp (10-15mm ht, Integral)	SD-229C,D	m	50		

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	<b>ROADWORKS - NEW CONSTRUCTION</b>					
B.9	100mm Concrete Sidewalk	CW 3325-R3	m <sup>2</sup>	1250		
	<b>ASSOCIATED DRAINAGE AND UNDERGROUND WORKS</b>					
B.10	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	1		
ii)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	1		
	<b>ADJUSTMENTS</b>					
B.11	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	4		
B.12	Adjustment of Valve Boxes	CW 3210-R7	each	6		
B.13	Valve Box Extensions	CW 3210-R7	each	2		
B.14	Adjustment of Curb Stop Boxes	CW 3210-R7	each	6		
B.15	Curb Stop Extensions	CW 3210-R7	each	2		
B.16	<b>LANDSCAPING</b>					
B.17	Sodding	CW 3510-R9				
i)	width < 600mm		m <sup>2</sup>	100		
ii)	width > or = 600mm		m <sup>2</sup>	1100		
B.18	Salt Tolerant Seeding	E8	m <sup>2</sup>	300		
<b>B</b>	<b><u>New Regional Sidewalk</u></b>				Subtotal:	

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>C</b>	<b><u>Priority I Streets</u></b>					
	<b>EARTH AND BASE WORKS</b>					
C.1	Supplying and Placing Base Course Material	CW 3110-R12, E7	m <sup>3</sup>	20		
	<b>ROADWORKS - RENEWALS</b>					
C.2	Drilled Tie Bars	CW 3230-R6				
i)	15 M Deformed Tie Bar		each	40		
C.3	Miscellaneous Concrete Slab Renewal	CW 3235-R7				
i)	Sidewalk	SD-228A				
a)	Less than 5 sq.m.		m <sup>2</sup>	20		
b)	5 sq.m. to 20 sq.m.		m <sup>2</sup>	25		
c)	Greater than 20 sq.m.		m <sup>2</sup>	150		
ii)	Monolithic Curb and Sidewalk	SD-228B	m <sup>2</sup>	825		
C.4	Adjustment of Precast Sidewalk Blocks	CW 3235-R7	m <sup>2</sup>	10		
C.5	Supply of Precast Sidewalk Blocks	CW 3235-R7	m <sup>2</sup>	5		
C.6	Removal of Precast Sidewalk Blocks	CW 3235-R7	m <sup>2</sup>	5		
C.7	Concrete Curb Renewal	CW 3240-R8				
i)	Barrier (150mm ht, Dowelled)	SD-205, SD-206A				
a)	Less than 3 m		m	10		
b)	3 m to 30 m		m	20		
c)	Greater than 30 m		m	40		
ii)	Modified Barrier (150mm ht, Dowelled)	SD-203B	m	25		
iii)	Curb Ramp (10-15mm ht, Integral)	SD-229C,D	m	85		
C.8	Regrading Existing Interlocking Paving Stones	CW 3330-R5	m <sup>2</sup>	15		
C.9	Construction of Asphalt Patches	CW 3410-R8	m <sup>2</sup>	50		
	<b>ROADWORK - NEW CONSTRUCTION</b>					
C.10	Concrete Pavements, Median Slabs, Bull-noses, and Safety Medians	CW 3310-R14				
i)	Construction of Monolithic Curb and Sidewalk	SD-228B	m <sup>2</sup>	100		



**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
C.11	100mm Concrete Sidewalk	CW 3325-R3	m <sup>2</sup>	200		
	<b>ASSOCIATED DRAINAGE AND UNDERGROUND WORKS</b>					
C.12	Catch Pit	CW 2130-R11				
i)	SD-023		each	2		
C.13	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	2		
ii)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	2		
	<b>ADJUSTMENTS</b>					
C.14	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	4		
C.15	Adjustment of Valve Boxes	CW 3210-R7	each	8		
C.16	Valve Box Extensions	CW 3210-R7	each	4		
C.17	Adjustment of Curb Stop Boxes	CW 3210-R7	each	8		
C.18	Supply of Curb Inlet Box Covers	CW 3210-R7	each	2		
C.19	Supply of Curb Inlet Frames	CW 3210-R7	each	2		
C.20	Adjustment of Curb Inlet with New Inlet Box	CW 3210-R7	each	2		
C.21	Curb Stop Extensions	CW 3210-R7	each	4		
C.22	<b>LANDSCAPING</b>					
C.23	Sodding	CW 3510-R9				
i)	width < 600mm		m <sup>2</sup>	200		
ii)	width > or = 600mm		m <sup>2</sup>	700		
C.24	Seeding	CW 3520-R7	m <sup>2</sup>	100		
C.25	Salt Tolerant Seeding	E8	m <sup>2</sup>	100		
	<b>MISCELLANEOUS</b>					
C.26	Detectable Warning Surface Tiles	E9	each	10		
<b>C</b>	<b><u>Priority I Streets</u></b>				Subtotal:	

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>D</b>	<b><u>Priority II &amp; III</u></b>					
	<b>EARTH AND BASE WORKS</b>					
D.1	Sub-Grade Compaction	CW 3110-R12	m <sup>2</sup>	135		
D.2	Supplying and Placing Base Course Material	CW 3110-R12, E7	m <sup>3</sup>	80		
	<b>ROADWORKS - RENEWALS</b>					
D.3	Drilled Tie Bars	CW 3230-R6				
i)	15 M Deformed Tie Bar		each	100		
D.4	Miscellaneous Concrete Slab Removal	CW 3235-R7				
i)	Sidewalk		m <sup>2</sup>	135		
D.5	Miscellaneous Concrete Slab Renewal	CW 3235-R7				
i)	Sidewalk	SD-228A				
a)	Less than 5 sq.m.		m <sup>2</sup>	25		
b)	5 sq.m. to 20 sq.m.		m <sup>2</sup>	40		
c)	Greater than 20 sq.m.		m <sup>2</sup>	2150		
ii)	Sidewalk 150mm Depth	SD-228A				
a)	Less than 5 sq.m.		m <sup>2</sup>	15		
b)	5 sq.m. to 20 sq.m.		m <sup>2</sup>	200		
D.6	Adjustment of Precast Sidewalk Blocks	CW 3235-R7	m <sup>2</sup>	30		
D.7	Supply of Precast Sidewalk Blocks	CW 3235-R7	m <sup>2</sup>	12		
D.8	Removal of Precast Sidewalk Blocks	CW 3235-R7	m <sup>2</sup>	12		
D.9	Concrete Curb Renewal	CW 3240-R8				
i)	Barrier (150mm ht, Dowelled)	SD-205, SD-206A				
a)	Less than 3 m		m	20		
b)	3 m to 30 m		m	40		
c)	Greater than 30 m		m	60		

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
ii)	Modified Barrier (150mm ht, Dowelled)	SD-203B	m	20		
iii)	Curb Ramp (10-15mm ht, Integral)	SD-229C,D	m	100		
D.10	Regrading Existing Interlocking Paving Stones	CW 3330-R5	m <sup>2</sup>	15		
D.11	Construction of Asphalt Patches	CW 3410-R8	m <sup>2</sup>	150		
<b>ROADWORKS - NEW CONSTRUCTION</b>						
D.12	100mm Concrete Sidewalk	CW 3325-R3	m <sup>2</sup>	135		
<b>ASSOCIATED DRAINAGE AND UNDERGROUND WORKS</b>						
D.14	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	2		
ii)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	2		
<b>ADJUSTMENTS</b>						
D.15	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	3		
D.16	Adjustment of Valve Boxes	CW 3210-R7	each	8		
D.17	Valve Box Extensions	CW 3210-R7	each	4		
D.18	Adjustment of Curb Stop Boxes	CW 3210-R7	each	25		
D.19	Supply of Curb Inlet Box Covers	CW 3210-R7	each	3		
D.20	Supply of Curb Inlet Frames	CW 3210-R7	each	3		
D.21	Adjustment of Curb Inlet with New Inlet Box	CW 3210-R7	each	3		
D.22	Curb Stop Extensions	CW 3210-R7	each	10		
D.23	<b>LANDSCAPING</b>					
D.24	Sodding	CW 3510-R9				
i)	width < 600mm		m <sup>2</sup>	200		
ii)	width > or = 600mm		m <sup>2</sup>	1600		
D.25	Seeding	CW 3520-R7	m <sup>2</sup>	500		
<b>D</b>	<b><i>Priority II &amp; III</i></b>				Subtotal:	

**FORM B: PRICES**  
 (SEE B8)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>SUMMARY</b>						
<b>A</b>	<b><u>Downtown Exchange District Sidewalk Renewal</u></b>				Subtotal:	
<b>B</b>	<b><u>New Regional Sidewalk</u></b>				Subtotal:	
<b>C</b>	<b><u>Priority I Streets</u></b>				Subtotal:	
<b>D</b>	<b><u>Priority II &amp; III</u></b>				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. 522-2010

Renewal and New Construction of Sidewalks 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:

\_\_\_\_\_

(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)

\_\_\_\_\_ of  
(Place)

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

BID OPPORTUNITY NO. 522-2010

Renewal and New Construction of Sidewalks 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 forty-five (45) 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. 522-2010

Renewal and New Construction of Sidewalks 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 September 13, 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)