Postal Code

Postal Code

FORM A: BID (See B7)

| 1. | Contract Title | THE CITY OF WINNIPEG TRANSIT DEPARTMENT – ON STREET TRANSIT PRIORITY IMPROVEMENTS – PHASE 3 OVERHEAD SIGN SUPPORT STRUCTURES |
|----|----------------|--|
| 2. | Bidder | |
| | | Name of Bidder Street |

(Mailing address if different)

Street or P.O. Box

Facsimile Number

City

City

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.

Province

Province

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 sixty (60) Calendar Days following the Submission Deadline. | | | | |

| 12. | Signatures | The Bidder or the Bidder's authorized official or officials have signed thi | | | | |
|-----|------------|---|-------------------------|--|--|--|
| | | day of | , 20 | | | |
| | | Signature of Bidder or Bidder's Authorized Official or Officials | | | | |
| | | (Print here name and official capacity of individual whose s | ignature appears above) | | | |
| | | (Print here name and official capacity of individual whose s | ignature appears above) | | | |

SEAL

FORM B: PRICES (See B8)

THE CITY OF WINNIPEG TRANSIT DEPARTMENT - ON STREET TRANSIT PRIORITY IMPROVEMENTS - PHASE 3 OVERHEAD SIGN SUPPORT STRUCTURES

| ITEM A | | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|------------------|------|--|---------------|---------|---------------------|------------|--------|
| | | ON STREET TRANSIT PRIORITY IMPROVEMENTS - PHASE 3 OVERHEAD SIGN SUPPORT STRUCTURES | | | | | |
| 4.1 | | Miscellaneous Concrete Slab Renewal | CW 3235-R6 | | | | |
| | i) | Sidewalk | SD-228A | | | | |
| | a) | Less than 5 sq.m. | SD-228C | m² | 98 | | |
| A.2 | | Regrading Existing Interlocking Paving Stones | CW 3330-R4 | m² | 8 | | |
| ۹.3 | | Sodding | CW 3510-R9 | | | | |
| | i) | width > or = 600 mm | | m² | 20 | | |
| A.4 | | Cast-In-Place Concrete Pile Foundations | E13 | | | | |
| | i) | Bored Excavation | | each | 27 | | |
| | ii) | Hydro-Jet Excavation | | each | 22 | | |
| A.5 | | Abandonment of Piles due to Utility | E13 | each | 10 | | |
| ۹.6 | | Interference Supply of Steel Overhead Sign Support Structures | E14 | | | | |
| | i) | MK 1 - Arm Length < 4.0 m | | each | 2 | | |
| | ii) | MK 2 - Arm Length 4.0 m to 6.0 m | | each | 11 | | |
| | iii) | MK 3 - Arm Length 6.1 m to 8.0 m | | each | 34 | | |
| | iv) | MK 4 - Arm Length > 8.0 m | | each | 2 | | |
| 4.7 | | Installation of Steel Overhead Sign Support | E14 | each | 49 | | |
| 8. <i>A</i> | | Structures Abandonment of Existing Concrete Pile | E15 | | | | |
| | | Foundations Main St. S/B, South of Alexander Ave. | | each | 1 | | |
| A.9 | | Supply and Installation of Breakaway Bases | E16 | | | | |
| | i) | TLS-029 - Portage Ave. W/B, West of Colony | | each | 1 | | |
| | ii) | St. TLS-077 - Main St. S/B, South of Alexander | | each | 1 | | |
| A.10 | | Ave. Powder Coating of Steel Overhead Sign | E17 | | | | |
| | | Support Structuers TLS-029 - Portage Ave. W/B, West of Colony | | each | 1 | | |
| | ii) | St. TLS-077 - Main St. S/B, South of Alexander Ave. | | each | 1 | | |
| | | | | | | | |
| Α | | ON STREET TRANSIT PRIORITY IMPROVE SUPPORT STRUCTURES | MENTS - PHAS | E 3 OVE | RHEAD SIGN | Subtotal: | |

FORM B: PRICES

(See B8)

THE CITY OF WINNIPEG TRANSIT DEPARTMENT - ON STREET TRANSIT PRIORITY IMPROVEMENTS - PHASE 3 OVERHEAD SIGN SUPPORT STRUCTURES

| ITEM | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|------------|--|---------------|--------|---------------------|------------|--------|
| В | PUBLIC WORKS DEPARTMENT - OVERHE | <u>I</u> | | | ONIT FRICE | AMOUNT |
| | | | OKT 31 | ROCTORES | T | |
| A.1 | Miscellaneous Concrete Slab Renewal | CW 3235-R6 | | | | |
| i |) Sidewalk | SD-228A | | | | |
| а | Less than 5 sq.m. | SD-228C | m² | 4 | | |
| A.2 | Sodding | CW 3510-R9 | | | | |
| i |) width > or = 600 mm | | m² | 2 | | |
| A.3 | Cast-In-Place Concrete Pile Foundations | E13 | | | | |
| i | Bored Excavation | | each | 1 | | |
| ii | Hydro-Jet Excavation | | each | 1 | | |
| A.4 | Abandonment of Piles due to Utility Interference | E13 | each | 1 | | |
| A.5 | Supply of Steel Overhead Sign Support Structures | E14 | | | | |
| i |) MK 4 - Arm Length > 8.0 m | | each | 2 | | |
| A.6 | Installation of Steel Overhead Sign Support Structures | E14 | each | 2 | | |
| В | B PUBLIC WORKS DEPARTMENT - OVERHEAD SIGN SUPPORT STRUCTURES Subtotal: | | | | | |
| | s | UMMARY | | | | |
| | | | | | | |
| Α | ON STREET TRANSIT PRIORITY IMPROVEMENTS - PHASE 3 OVERHEAD SIGN Support Structures Subtotal: | | | | | |
| В | PUBLIC WORKS DEPARTMENT - OVERHE | AD SIGN SUPP | ORT ST | RUCTURES | Subtotal: | |
| TOTAL B | ID PRICE (GST extra) | | (| in figures) | | |
| (in words) | | | | | | |
| | | | | | | |

(Seal)

Template Version: C020081212 - Main C

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2) (See B10)

BID BOND

| | סווט פעווט | |
|--|--|--------------|
| KNOW ALL MEN BY THESE PRESENTS | THAT | |
| (hereinafter called the "Principal") and | | |
| called the "Obligee") in the sum of ten per described, for the payment of which sum t | and firmly bound unto THE CITY OF WINNIPEG (reent (10%) of the Total Bid Price set out in the Bid the Principal and Surety bind themselves, their heirs, intly and severally, firmly by these presents. | hereinafte |
| WHEREAS the Principal has submitted a B | Bid to the Obligee for | |
| BID OPPORTUNITY NO. 400-2009 | | |
| THE CITY OF WINNIPEG TRANSIT DEPA IMPROVEMENTS – PHASE 3 OVERHEAD | RTMENT – ON STREET TRANSIT PRIORITY O SIGN SUPPORT STRUCTURES | |
| as more fully set out in the Bid Opportunity. | | |
| if said Bid is accepted and the Principal, in the said Obligee and furnishes the required | oligation is such that if the Bid of the Principal is not ac accordance with the terms of the Bid, enters into a Co d performance security for guaranteeing the faithful pe I, but otherwise shall remain in full force and effect. | ontract with |
| 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) Per: | (Seal) |
| (Witness as to Principal if no seal) | Per: | (Seal) |
| | (Name of Surety) | |

By:

(Attorney-in-Fact)

(Seal)

Template Version: C020081212 - Main C

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____ for BID OPPORTUNITY NO. 400-2009 THE CITY OF WINNIPEG TRANSIT DEPARTMENT - ON STREET TRANSIT PRIORITY IMPROVEMENTS - PHASE 3 OVERHEAD SIGN SUPPORT STRUCTURES 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 ______ , 20_____ . (Name of Surety) (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. 400-2009 |
| THE CITY OF WINNIPEG TRANSIT DEPARTMENT – ON STREET TRANSIT PRIORITY IMPROVEMENTS – PHASE 3 OVERHEAD SIGN SUPPORT STRUCTURES |
| 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 exceed in the aggregate |
| Canadian dolla |
| This Standby Letter of Credit may be drawn on by you at any time and from time to time upon wridemand for payment made upon us by you. It is understood that we are obligated under this Stan Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand payment without inquiring whether you have a right as between yourself and our customer to make s demand and without recognizing any claim of our customer or objection by the customer to payment by |
| The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn u it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it made. |
| Partial drawings are permitted. |
| We engage with you that all demands for payment made within the terms and currency of this Stan 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 |

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 5, 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) | | | |