

FORM A: BID
(See B8)

1. Contract Title Balmoral Transit Terminal

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 and D3.

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 B11.1, 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)

SEAL

FORM B: PRICES
 (SEE B9)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	<u>BALMORAL TRANSIT TERMINAL</u>					
	EARTH AND BASE WORKS					
A.1	Sub-Grade Compaction	CW 3110-R11	m ²	1925		
A.2	Excavation	CW 3110-R11	m ³	200		
A.3	Separation Geotextile Fabric	CW 3130-R2	m ²	650		
A.4	Crushed Sub-base Material	CW 3110-R11				
i)	50 mm - Limestone		tonne	350		
A.5	Supplying and Placing Base Course Material	CW 3110-R11	m ³	200		
A.6	Removal of Existing Concrete Bases	CW 3110-R11				
i)	600mm Diameter or Less		each	1		
	ROADWORKS - RENEWALS					
B.1	Pavement Removal	CW 3110-R11				
i)	Removal of Reinforced Concrete Pavement	E14	m ²	1925		
B.2	Drilled Dowels	CW 3230-R6				
ii)	28.6 mm Diameter		each	150		
B.3	Drilled Tie Bars	CW 3230-R6				
i)	20 M Deformed Tie Bar		each	200		
B.4	Supply and Installation of Dowel Assemblies	CW 3310-R13	m	110		
B.5	Construction of Asphaltic Concrete Overlay	CW 3410-R8				
i)	Tie-ins and Approaches					
a)	Type IA		tonne	35		

FORM B: PRICES
 (SEE B9)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.6	Planing of Pavement	CW 3450-R5				
i)	50 - 100 mm Depth (Asphalt)		m ²	130		
ROADWORKS - NEW CONSTRUCTION						
C.1	Concrete Pavements, Median Slabs, Bull-noses, and Safety Medians	CW 3310-R13				
i)	Construction of 230 mm Concrete Pavement (Plain-Dowelled)		m ²	650		
ii)	Monolithic Barrier Curb and Sidewalk	E17	m ²	1375		
C.2	Concrete Curbs, Curb and Gutter, and Splash Strips	CW 3310-R13				
i)	Construction of Curb Ramp (10mm ht, Integral)		m	25		
ii)	Sloped Curb	E16	m	60		
JOINT AND CRACK SEALING						
D.1	Reflective Crack Maintenance	CW 3250-R7	m	100		
ASSOCIATED DRAINAGE AND UNDERGROUND WORKS						
E.1	Catch Basin	CW 2130-R11				
i)	SD-025		each	4		
E.2	Replacing Standard Frames & Covers	CW 2130-R11				
i)	AP-006 - Standard Grated Cover for Standard Frame		each	1		
ii)	AP-008 - Barrier Curb and Gutter Inlet Frame and Box		each	1		
iii)	AP-009 - Barrier Curb and Gutter Inlet Cover		each	1		

FORM B: PRICES
 (SEE B9)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
E.3	Sewer Service	CW 2130-R11				
i)	250mm PVC					
a)	Trenchless Installation, Class B Sand Bedding, Class 3 Backfill		m	55		
E.4	Connecting to Existing Manhole	CW 2130-R11				
i)	250 mm Catch Basin Lead		each	1		
E.5	Connecting to Existing Sewer	CW 2130-R11				
i)	250mm PVC pipe					
a)	Connecting to 525mm PVC Sewer		each	1		
E.6	Installation of Subdrains	CW 3120-R3	m	12		
	ADJUSTMENTS					
F.1	Adjustment of Catch Basins / Manholes Frames	CW 3210-R7	each	2		
F.2	Lifter Rings	CW 3210-R7				
i)	51mm		each	2		
F.3	Adjustment of Curb and Gutter Inlet Frames	CW 3210-R7	each	2		
F.4	Adjustment of Valve Boxes	CW 3210-R7	each	1		
	ELECTRICAL					
G.1	Electrical Works	E27	L.S.	1		
	LANDSCAPING					
H.1	Planter Preparation	E21	m ²	65		
H.2	Plant Material	E24				
i)	Discovery Elm		each	2		
ii)	Summer Wine Ninebark		each	12		
iii)	Snow Pavement Rose		each	42		
iv)	Virginia Creeper		each	90		

FORM B: PRICES
 (SEE B9)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
H.3	Supply and Install Stainless Steel Cable Trellis	E23	each	32		
H.4	Unit Pavers	E20				
i)	Transit Blue Holland Paver 60x105x210mm		m ²	110		
ii)	Transit Blue Holland Paver 80x105x210mm		m ²	35		
iii)	Sierra Grey Holland Paver 60x105x210mm		m ²	300		
iv)	Natural Holland Paver 60x105x210mm		m ²	2		
H.5	Extended Two Year Maintenance	E25	L.S./yr	2		
	MISCELLANEOUS					
I.1	Removal of Miscellaneous Steel	E11	L.S.	1		
I.2	Removal of Chain Link Fence	E12	m	90		
I.3	Removal and Reinstallation of Chain Link Fence	E12	m	21		
I.4	Detectable Warning Tile	E19	m ²	70		
I.5	Cast-in-Place Concrete Foundations	E15				
i)	Heated Shelter Foundation		L.S.	2		
ii)	Information Kiosk Foundation		L.S.	4		
iii)	Bus Stop Flag Foundation		L.S.	6		
iv)	Concrete Tree Planter		L.S.	1		
v)	Concrete Vine Planter		L.S.	2		
I.6	Hydro Excavation	E18	hour	10		
I.7	Removal of Unwanted Material	E13	L.S.	1		

FORM B: PRICES
 (SEE B9)

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
I.8	Illuminated Sign Structures and Sign Boxes	E22				
i)	Illuminated Rapid Transit Sign		each	1		
ii)	Sign Structures for Illuminated Signs		each	4		
I.9	Painting of Terminal Ceiling	E26	L.S.	1		
SUMMARY						
<u>BALMORAL TRANSIT TERMINAL</u>					Total:	
TOTAL BID PRICE (GST extra)			(in figures)		_____	
(in words)			_____			

 Name of Bidder

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B11)

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. 540-2009

Balmoral Transit Terminal

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 B11)

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. 540-2009

Balmoral Transit Terminal

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)
(Attorney-in-Fact)

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 1 of 2)
(See B11)**

(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. 540-2009

Balmoral Transit Terminal

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 B11)**

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 October 17, 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)