

**PART A**

**BID SUBMISSION**

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

1. Project Title 2004 OUTFALL GATE CHAMBER CONSTRUCTION AND UPGRADES  
- CONTRACT NO. 33

2. Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

(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 unless the context otherwise  
requires.

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.

Template Version: C120040720

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 GC:4.

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 Submission.

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.

Template Version: C120040720

12. Signatures

In witness whereof the Bidder or the Bidder's authorized official or officials have signed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed and sealed in  
the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

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 B8)

2004 OUTFALL GATE CHAMBER CONSTRUCTION AND UPGRADES - CONTRACT NO. 33

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b><u>A</u></b>	<b>Mobilization and Demobilization</b>	E5	each	1		
				Subtotal:		
<b><u>B</u></b>	<b>Rue La Verendrye LDS Outfall Gate Chamber</b>					
B.1	Concrete Underground Structure	E10 & CW 2160				
a)	Gate Chamber		each	1		
				Subtotal:		
<b><u>C</u></b>	<b>Dunham Road LDS Outfall Gate Chamber</b>					
C.1	Concrete Underground Structure	E10 & CW 2160				
a)	Gate Chamber		each	1		
C.2	Land Drainage Sewer	CW 2130				
a)	300mm C76 CL V RCP					
i)	trenchless installation, Class B sand bedding, Class 3 backfill		m	3.0		
b)	750mm C76 CL V RCP					
i)	trenchless installation, Class B sand bedding, Class 3 backfill		m	16.0		
c)	1200mm C76 CL V RCP					
i)	trenchless installation, Class B sand bedding, Class 3 backfill		m	4.5		
C.3	Connecting to Existing Sewer	CW 2130				
a)	750mm Concrete LDS to 750mm Concrete LDS		each	2		
C.4	Plugging Existing Sewers & Sewer Services Smaller Than 300mm	CW 2130				
a)	250mm		each	2		
C.5	Abandon Existing Sewers with Cement Stabilized-Flowable Fill					
a)	750mm LDS	CW 2130	m <sup>3</sup>	6.0		
C.6	Sewer Cleaning	CW 2140				

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

2004 OUTFALL GATE CHAMBER CONSTRUCTION AND UPGRADES - CONTRACT NO. 33

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
a)	750mm LDS		m	170		
C.7	Sewer Inspection	CW 2145				
a)	750mm LDS		m	170		
C.8	Manholes	CW 2130				
a)	SD-010		vert. m	6.0		
i)	1800mm diameter base					
				Subtotal:		
<b><u>D</u></b>	<b>Pritchard Avenue CS Outfall Gate Chamber</b>					
D.1	Modifications to Existing Concrete Gate Chamber	E12	each	1		
				Subtotal:		
<b><u>E</u></b>	<b>Commanche Road CS Outfall Gate Chamber</b>					
E.1	Pre-cast Concrete Gate Chamber	E11	each	1		
E.2	Removal of Existing 375 mm dia. Gate Valve From Manhole	E12	each	1		
				Subtotal:		
<b><u>F</u></b>	<b>Bredin Drive SRS Outfall Gate Chamber</b>					
F.1	Concrete Underground Structure	E10 & CW 2160				
a)	Gate Chamber		each	1		
				Subtotal:		

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

2004 OUTFALL GATE CHAMBER CONSTRUCTION AND UPGRADES - CONTRACT NO. 33

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<p>TOTAL BID PRICE (GST extra) (in figures) \$ _____</p> <p>(in words) _____</p> <p>_____</p>						

\_\_\_\_\_  
Name of Bidder

**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 Submission 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 dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ for

BID OPPORTUNITY NO. 417 - 2004

2004 OUTFALL GATE CHAMBER CONSTRUCTION AND UPGRADES - CONTRACT NO. 33

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)

\_\_\_\_\_  
(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. 417 - 2004

2004 OUTFALL GATE CHAMBER CONSTRUCTION AND UPGRADES - CONTRACT NO. 33

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 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 October 31, 2004.

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)