

FORM A: BID
(See B8)

1. Contract Title 2013 OUTFALL RENEWAL / REHABILITATION PROGRAM

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

Email Address of Bidder

Facsimile Number

(Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

(Choose one)

The Bidder is:

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 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/she 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 Thirty (30) 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 B9)
 UNIT PRICES**

| ITEM | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------------|----------------|------------------|------------|--------|
| A | <u>Amarynth Outfall (ST-12)</u> | | | | | |
| A1 | Site Development and Restoration | E10 | lump sum | 1 | | |
| A2 | Supply and Installation of CSP Outfall | E15 | | | | |
| | i. 450mm dia. CSP | | l.m. | 25 | | |
| A3 | Manhole (1800 mm dia.) | CW 2130 | v.m. | 3.9 | | |
| A4 | Clay Backfill Material | CW 2030 | m ³ | 9 | | |
| A5 | Crushed Sub-base Material | CW 3110 | | | | |
| | i) 50 mm | | Tonne | 5 | | |
| A6 | Supplying and Placing Base Course Material | CW 3110 | m ³ | 1 | | |
| A7 | Construction of Asphaltic Concrete | CW 3225 | | | | |
| | Asphalt | | Tonne | 5 | | |
| A8 | Geotextile | E18 | m ² | 18 | | |
| A9 | Riverbank Regrading | E17 | m ³ | 4 | | |
| A10 | Topsoil and Seeding (Native Grass Seed Mix) | E19 | m ² | 10 | | |
| A11 | Sodding | CW 3510 | m ² | 140 | | |
| A | <u>Amarynth Outfall (ST-12)</u> | | | | | |

**FORM B: PRICES
 (SEE B9)
 UNIT PRICES**

| ITEM | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|------------|----------------|------------------|------------|--------|
| B | <u>Wellington Outfall (AS-64)</u> | | | | | |
| B1 | Site Development and Restoration | E10 | lump sum | 1 | | |
| B2 | Sewer Installation (Trenchless Method) | CW 2130 | | | | |
| | i. 300mm dia. PVC | | l.m. | 50 | | |
| B3 | Supply and Installation of Trench Coat Outfall Pipe | E15 | | | | |
| | i. 450 mm dia Trenchcoat Pipe | | l.m. | 15 | | |
| B4 | Manhole (1200 mm dia.) | CW 2130 | v.m. | 5 | | |
| B5 | Construction of Concrete Collar | E16 | | | | |
| | i. 450 mm dia. Concrete Collar | | each | 1 | | |
| B6 | Supply and Installation of external Slip Joint | E15 | | | | |
| | i. 450 mm dia. Slip Joint | | each | 1 | | |
| B7 | Abandoning Existing Sewers With Cement-Stabilized Flowable Fill | CW 2130 | m ³ | 0.5 | | |
| B8 | Rockfill Riprap | E14 | Tonne | 35 | | |
| B9 | Riverbank Regrading | E17 | m ³ | 20 | | |
| B10 | Tree Removal | E12 | | | | |
| | a) 50 to 250mm Diameter | | each | 8 | | |
| | b) 250 to 500mm Diameter | | each | 2 | | |
| B11 | Tree Planting | E19 | | | | |
| | a) Green Ash (75 mm) | | each | 5 | | |
| | b) American Elm (75 mm) | | each | 5 | | |
| | c) Cottonwood (75 mm) | | each | 5 | | |
| B12 | Topsoil and Seeding (Native Grass Seed Mix) | E19 | m ² | 70 | | |
| B13 | Sodding | CW 3520 | m ² | 25 | | |
| B14 | Installation of Silt Fence | E11 | l.m. | 10 | | |
| B | <u>Wellington Outfall (AS-64)</u> | | | | | |

**FORM B: PRICES
 (SEE B9)
 UNIT PRICES**

| ITEM | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|---------------------|----------------|------------------|------------|--------|
| C | <u>Empress Outfall (AS-70)</u> | | | | | |
| C1 | Site Development and Restoration | E10 | lump sum | 1 | | |
| C2 | Sewer Installation (Trenchless Method) | CW 2130 | | | | |
| | i. 250mm dia. PVC | | l.m. | 38 | | |
| C3 | Connecting to existing Manhole | CW 2130 | each | 2 | | |
| C4 | Abandoning Existing Sewers With Cement-Stabilized Flowable Fill | CW 2130 | m ³ | 2 | | |
| C5 | Partial Slab Patches | CW 2130/ CW 3230 | | | | |
| | i. 200mm Early Open Concrete Pavement | | m ² | 32 | | |
| C6 | Construction of Asphaltic Concrete Pavements | CW 3410 | | | | |
| | i. Main Line Paving (Type 1A) | | tonne | 6 | | |
| C7 | Concrete Curb Renewal | CW 3240 | | | | |
| | i. Barrier | | m | 4 | | |
| C8 | Backfill Material | CW 2030 | m ³ | 8 | | |
| C9 | Sodding | CW 3510 | m ² | 25 | | |
| C | <u>Empress Outfall (AS-70)</u> | | | | | |

FORM B: PRICES
(SEE B9)
UNIT PRICES

| ITEM | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------------|----------------|------------------|------------|--------|
| D | <u>Churchill Outfall (RR-41)</u> | | | | | |
| D1 | Site Development and Restoration | E10 | lump sum | 1 | | |
| D2 | Supply and Installation of CSP Outfall | E15 | | | | |
| | i. 600mm dia. CSP | | l.m. | 24.5 | | |
| D3 | Supply and Installation of external Slip Joint | E15 | | | | |
| | i. 600 mm dia. Slip Joint | | each | 2 | | |
| D4 | Construction of Concrete Collar | E16 | | | | |
| | i. 600 mm dia. Concrete Collar | | each | 1 | | |
| D5 | Riverbank Regrading | E17 | m ³ | 35 | | |
| D6 | Geotextile | E18 | m ² | 45 | | |
| D7 | Rockfill Riprap | E14 | tonne | 75 | | |
| D8 | Installation of Silt Fence | E11 | l.m. | 10 | | |
| D9 | Sodding | CW 3510 | m ² | 150 | | |
| D10 | Topsoil and Seeding (Native Grass Seed Mix) | E19 | m ² | 20 | | |
| D | <u>Churchill Outfall (RR-41)</u> | | | | Subtotal: | |

**FORM B: PRICES
 (SEE B9)
 UNIT PRICES**

| ITEM | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------------|------|------------------|------------|--------|
| | <u>Summary</u> | | | | | |
| A | <u>Amarynth Outfall (ST-12)</u> | | | | Subtotal: | |
| B | <u>Wellington Outfall (AS-64)</u> | | | | Subtotal: | |
| C | <u>Empress Outfall (AS-70)</u> | | | | Subtotal: | |
| D | <u>Churchill Outfall (RR-41)</u> | | | | Subtotal: | |

| | | |
|-----------------------------|--------------|-------|
| 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. 988-2012

2013 OUTFALL RENEWAL / REHABILITATION PROGRAM

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)

(Place)

the Bidder to you on _____, 20____ for

BID OPPORTUNITY NO. 988-2012

2013 OUTFALL RENEWAL / REHABILITATION PROGRAM

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 Thirty (30) 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. 988-2012
2013 OUTFALL RENEWAL / REHABILITATION PROGRAM

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 February 14, 2013

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)