

**FORM A: BID**  
(See B8)

1. Contract Title CONSTRUCTION OF THE CHARLESWOOD HOWE DRAIN

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.

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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 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)

SEAL

**FORM B: (R2) PRICES**  
 (See B9)

**CONSTRUCTION OF THE CHARLESWOOD HOWE DRAIN**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>A</b>	<b>EARTH AND BASE WORKS</b>					
A.1	Clearing and Grubbing	CW 3010	ha	2.2		
A.2	Common Excavation	CW 3170, E4	m <sup>3</sup>	22000.0		
A.3	Ditch Grading	CW 3110	m <sup>2</sup>	1100.0		
A.4	Random Stone Riprap	CW 3615	m <sup>3</sup>	105.0		
A.5	Ditch Bottom and Side Slope Seeding	CW 3520, E6	m <sup>2</sup>	28000.0		
A.6	Natural Prairie Seeding	CW 3520, E7	m <sup>2</sup>	14000.0		
A.7	Lawn Seeding	CW 3520, E5	m <sup>2</sup>	4200.0		
A.8	Silt Fencing	E13	m	22.0		
<b>B</b>	<b>Drain Crossing CSP Works</b>					
B.1	Supply and Install Corrugated Steel Pipe (CSP)	CW 3610, E8				
a)	1200 mm, 2.8 mm wall thickness with couplers		m	174.0		
b)	900 mm, 2.8 mm wall thickness with couplers		m	45.0		
c)	10 m of 600 mm, 2.0 mm wall thickness with couplers and a with flange and sluice gate on one end		ea	1		
B.2	Removal of Corrugated Steel Pipe (CSP)	E9				
a)	900 mm		m	10.0		
b)	600 mm		m	25.0		
<b>C</b>	<b>LDS Piping Works</b>					
C.1	Drainage Sewers	CW 2130, E10				

**FORM B: (R2) PRICES**  
 (See B9)

CONSTRUCTION OF THE CHARLESWOOD HOWE DRAIN

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
a)	Supply and Install Land 1200mm Class II Reinforced Concrete Pipe (RCP)					
i)	Open cut installation, Class B sand bedding, Class 4 backfill, Depth Approximately 2m		m	467.0		
ii)	Open cut installation, Class B sand bedding, Class 3 backfill, Depth Approximately 2m		m	50.0		
C.2	Supply and Install 1200 mm Type III Precast Concrete Flared End Section Drainage Inlet	E11	ea	4		
C.3	Supply and Install 1200 mm End Section Inlet Grate	E12	ea	2		
C.4	Sewer Inspection	CW2145				
a)	1200mm		m	517.0		
TOTAL BID PRICE (GST extra) (in figures) \$ _____						
(in words) _____						
_____						

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

**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. 477-2009

CONSTRUCTION OF THE CHARLESWOOD HOWE DRAIN

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 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. 477-2009

CONSTRUCTION OF THE CHARLESWOOD HOWE DRAIN

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 15, 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)