

PART A

TENDER SUBMISSION

FORM A: TENDER
(See B8)

1. Project Title STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

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 and D3 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.

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 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 Tender Package 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 Tender 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 sixty (60) Calendar Days following the Submission Deadline.

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:

Signature of Bidder or Bidder's Authorized Official or Officials

(Witness)

(Print here name and official capacity of individual whose signature appears above)

(Witness)

(Print here name and official capacity of individual whose signature appears above)

SEAL

FORM B: PRICES
(See B:9)

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.	LAND DRAINAGE SEWERS					
A.1	Land Drainage Sewers (Trenchless Installation)	CW2130-R7 E6				
	a) 300 mm SDR 35 PVC		lin.m.	58		
	b) 600 mm C76-V		lin.m.	15		
	c) 1050 mm C76-V		lin.m.	376		
	d) 1350 mm C76-V		lin.m.	234		
A.2	Combined Sewers (Trenchless Installation)	CW2130-R7				
	a) 300 mm C76-V or SDR 35 PVC		lin.m.	18		
	b) 375 mm C76-IV or SDR 35 PVC		lin.m.	42		
	c) 900 mm C76-V		lin.m.	5		
A.3	Manholes (SD-010)	CW2130-R7				
	a) 1200mm dia.		v.m	9		
	b) 1350mm dia.x 1.83 base		v.m	7		
	c) 1800mm dia. X 1.83 base		v.m	12		
	d) 2100mm dia. X 2.44 base		v.m	19		
A.4	New Manholes (SD-010) on Existing Sewers	CW2130-R7 E6				
	a) 1500mm dia.x 1.83 base		v.m	12		
A.5	Catch Basins	CW2130-R7				
	a) 1800mm SD-024 (AP-008,009,010)		unit	10		
	b) 1800mm SD-024 (AP-011)		unit	1		
	c) 1800mm SD-025 (AP-004,006)		unit	2		
A.6	Catch Pits	CW2130-R7				
	a) 920mm SD-023 (AP-004,006)		unit	3		
A.7	Sewer Services (Trenchless Installation)	CW2130-R7				
	a) 250mm catchbasin lead		lin.m.	80		
	b) 300mm catchbasin lead		lin.m.	22		

 Name of Bidder

FORM B: PRICES

(See B:9)

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.8	Sewer Service Risers	CW2130-R7				
	a) 250mm		vt.m.	5		
A.9	Manhole and Catchbasin Repairs	CW2130-R7				
	a) Replace rungs		unit	2		
	b) Replace hoods		unit	1		
	c) Crack and joint patching		vt.m.	1		
	d) Adjustment of existing cb's/mh's		unit	1		
A.10	Connecting to:	CW2130-R7				
	a) Existing catchbasins		unit	1		
	b) Existing Sewers					
	i) 250mm CB Lead		unit	1		
	ii) 300mm to Ex. 900mm CS		unit	1		
	iii) 900mm to Ex. 900mm CS		unit	1		
A.11	Forcemain Connection (300mm FRM Conn. to CS MH.2 including 300mm tee, 2-300mm gate valves, couplings, bends and pipe complete).	CW2110-R6 CW2130-R7 E5				
			unit	1		
A.12	Abandoning Existing	CW2130-R7				
	a) Manholes		unit	3		
	b) Catchbasins		unit	8		
	c) Plugging Existing Sewers and Sewer Services Smaller Than 300mm		unit	23		
	d) Abandoning Existing Sewers With flowable fill		m3	27		
A.13	Removal of Existing	CW2130-R7				
	a) Manholes		unit	4		
	b) Comminutor Chamber		unit	1		
	c) Junction Chamber inc. 400mm O/F		unit	1		

 Name of Bidder

FORM B: PRICES

(See B:9)

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.14	Sewer Inspection (New Sewers)	CW2130-R7				
	a) 300 mm		lin.m.	76		
	b) 375 mm		lin.m.	42		
	c) 600 mm		lin.m.	15		
	d) 900 mm		lin.m.	7		
	e) 1050 mm		lin.m.	376		
	f) 1350 mm		lin.m.	234		
A.15	Sewer Inspection (Existing Sewers)	CW2130-R7				
	a) 900mm CS (Post Construction)		lin.m.	31		
A.16	Concrete Pipe - Three Edge Bearing Test	CW2130-R7				
	a) 1050 mm C76-V		unit	1		
	b) 1350 mm C76-V		unit	1		
A.17	Cement Stabilized Fill	CW2030-R5	m3	50		
A.18	1350mm Outfall Bar Sreen and Pipe Restraints	E7	l.s.	1		
A.19	Riprap	CW3615-R2 E7				
	a) Random Stone Riprap		m3	60		
A.20	Cofferdam	E3	unit	1		
A.21	Pavement (Removal)	CW2130-R7				
	a) Concrete					
	i) 150mm Pavement		m2	625		
	ii) 200mm Pavement		m2	110		
	iii) 100mm Sidewalk		m2	50		
	iv) Curb		lin.m.	85		
	b) Asphalt					
	i) Asphalt Pavement (Driveway)		m2	70		

 Name of Bidder

FORM B: PRICES
(See B:9)

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.22	Concrete Pavement (Replacement)	CW2130-R7				
	a) 150mm Pavement		m2	550		
	b) 150mm Pavement for early opening (24 hour)		m2	100		
	c) 200mm Pavement		m2	25		
	d) 200mm Pavement for early opening (24 hour)		m2	100		
	e) 100mm Sidewalk		m2	50		
	f) Curb					
	i) barrier/modified brier		lin.m.	250		
	ii) ramp		lin.m.	15		
A.23	Installation of MH/CB Cast Iron Lifter Ring Inserts	CW 3210-R5				
	a) 50mm		unit	7		
A.24	Asphaltic Concrete Planing	CW3450-R3				
	a) planing 0-50mm depth		m2	300		
A.25	Hot Mix Asphaltic Concrete Pavement Type 1A	CW2130-R7				
	a) patching		tonne	140		
	b) overlay		tonne	40		
	TOTAL LAND DRAINAGE SEWERS					
B.	LANDSCAPING					
B.1	Removal of Large Trees including stumping	E.10	each	5		
B.2	Removal of Small Trees and Shrubs	E.10	each	8		
B.3	Removal / Relocation of Building Material	E.10	l.s.	1		
B.4	Relocate Bird House	E.10	l.s.	1		
B.5	Excavation of Planting Beds c/w planting soil mix	E.11	sq.m.	40		

 Name of Bidder

FORM B: PRICES

(See B:9)

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.6	Fill Material	E.11				
	a) Clean Clay Fill		m3	150		
	b) 75mm Crushed Limestone		m3	25		
B.7	Rough Grading	E.11	sq.m.	80		
B.8	Sod c/w Imported Topsoil	E.16	sq.m.	400		
B.9	Restoration c/w Topsoil and Seeding	E.17	sq.m.	100		
B.10	Turfstone c/w Granular Base, Topsoil and Seeding	E.15	sq.m.	35		
B.11	Trees	E.14				
	a) Manitoba Maple (50mm cal)		each	3		
	b) Manitoba Maple (whip)		each	3		
	c) Silver Maple (75mm cal)		each	1		
	d) Bebb's Willow (35mm cal)		each	1		
	e) Sandbar Willow (whip/live stake)		each	23		
B.12	Shrubs	E.14				
	a) Hedge Cotoneaster (1.0 m ht)		each	13		
	b) Indigo Bush Amorpha (0.3m ht)		each	3		
	c) Redosier Dogwood (0.9m ht)		each	12		
	d) Villosa Lilac (1.0m ht)		each	2		
B.13	Herbaceous Plants	E.14				
	a) Canada Anemone		each	3		
	b) Wild Mint		each	4		
	c) Canada Goldenrod		each	5		
	d) Tall Meadow Rue		each	5		
	e) Riverbank Grape		each	3		
B.14	Willow Fascines	E.12	lin. m.	20		
B.15	Brushmattress	E.12	sq. m.	20		
B.16	Erosion Control Blanket	E.13	sq.m.	60		
B.17	Native Grass Seed c/w topsoil	E.17	sq.m.	60		

 Name of Bidder

FORM B: PRICES
 (See B:9)

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B.18	Maintenance TOTAL LANDSCAPING	E.18	annual	2		
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 Tender 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

TENDER NO. 522-2003

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

as more fully set out in the Tender Package.

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

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

TENDER NO. 522-2003

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

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 Tender Package, 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 Tender Package.

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 - TENDER NO. 522-2003

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 4

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 March 23, 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 Tender Package, 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 Tender Package.

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)