

PART A

BID SUBMISSION

FORM A: BID
(See B8)

1. Project Title STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF
CONTRACT 7

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.

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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 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 sixty days (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:

(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 B:10)

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.	LAND DRAINAGE SEWERS					
A.1	Land Drainage Sewers	CW2130				
	a) 300 mm C76-IV RCP or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 5 Backfill		m	186		
	b) 300 mm C76-V RCP or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 3 Backfill		m	178		
	c) 375 mm C76-V RCP or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 3 Backfill		m	263		
	d) 450 mm C76-IV RCP or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 3 Backfill		m	91		
	e) 450 mm C76-V RCP or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 3 Backfill		m	48		
	f) 450 mm C76-V RCP or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 1 Backfill		m	39		
	g) 525 mm C76-V or SDR 35 PVC i) Trenchless installation, Class B Type 3 Bedding Class 1 Backfill		m	156		
A.2	Manholes (SD-010)	CW2130	vert. m	51		
A.3	Catch Basins	CW2130				
	a) SD-024 (AP-008,009,010)		each	10		
	b) SD-025 (AP-004,006)		each	2		
A.4	Catch Pits	CW2130				
	a) SD-023 (AP-008,009,010)		each	1		

Name of Bidder

FORM B: PRICES

(See B:10)

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.5	Sewer Services	CW2130				
	a) 150mm					
	i) trenchless installation, Class B Type 3 Bedding Class 3 Backfill		m	10		
	b) 250mm					
	i) trenchless installation, Class B Type 3 Bedding Class 3 Backfill		m	60		
A.6	Sewer Service Risers	CW2130				
	a) 250mm					
	i) SD-015		vt.m.	5		
A.7	Replacing Existing Manhole Cover	CW2130				
	a) AP-005 - Manhole Cover (Solid)		unit	2		
	b) AP-006 - Manhole Cover (Grated)		unit	1		
A.8	Patching Existing Manholes	CW2130	vt.m.	1		
A.9	Replacing Existing Manhole or Catch Basin Rungs	CW2130	unit	5		
A.10	Replacing Existing Catch Basin Hoods	CW2130	unit	1.0		
A.11	Adjustment of Existing Catch Bains and Manholes	CW3210	unit	4		
A.12	Connecting to Existing Manhole	CW2130				
	a) 525mm (MH.47)		unit	1		
A.13	Connecting to Existing Catch Basin	CW2130				
	a) 300mm		unit	1		
A.14	Connecting to Existing Sewer	CW2130				
	a) 150mm to 250mm CB Lead		unit	1		
	b) 250mm to 250mm CB Lead		unit	1		
A.15	Plugging Existing Sewers and Sewer Services Smaller Than 300mm	CW2130				
	a) 150mm		unit	4		
	b) 250mm		unit	4		
A.16	Abandoning Existing Sewers with Cement-Stabilized Flowable Fill	CW2130	m3	5		

Name of Bidder

FORM B: PRICES

(See B:10)

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.17	Abandoning Existing Sewer Services Under Pavement	CW2130				
	a) 150mm		unit	1		
	b) 200mm		unit	7		
	c) 250mm		unit	1		
A.18	Abandoning Existing Manholes	CW2130	unit	1		
A.19	Abandon Existing Catch Basins	CW2130	unit	7		
A.20	Removal of Existing Catchbasins	CW2130	unit	3		
A.21	Concrete Pipe - Three Edge Bearing Test	CW2130				
	a) 300 mm C76-IV		unit	1		
	b) 300 mm C76-V		unit	1		
	d) 375 mm C76-V		unit	1		
	e) 450 mm C76-IV		unit	1		
	f) 450 mm C76-V		unit	1		
	g) 525 mm C76-V		unit	1		
A.22	Sewer Inspection (New Sewers)	CW2130				
	a) 300 mm		lin.m.	364		
	b) 375 mm		lin.m.	263		
	c) 450 mm		lin.m.	178		
	d) 525 mm		lin.m.	156		
A.23	Sewer Inspection (Existing Sewers)	CW2145				
	a) 150 LDS (Pre-Construction)		lin.m.	100		
	a) 250 LDS (Pre-Construction)		lin.m.	120		
A.24	Cement Stabilized Fill	CW2030	m3	25		
A.25	Pavement (Removal)	CW2130				
	a) Concrete					
	i) 150mm Pavement		m2	600.0		
	ii) 200mm Pavement		m2	220.0		
	iii) 100mm Sidewalk		m2	50.0		
	iv) Curb		lin.m.	55.0		

Name of Bidder

FORM B: PRICES
(See B:10)

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A.26	Concrete Pavement (Replacement)	CW2130				
	a) 150mm Pavement		m2	500.0		
	b) 150mm Pavement for early opening (24 hour)		m2	100.0		
	c) 200mm Pavement		m2	170.0		
	d) 200mm Pavement for early opening (24 hour)		m2	50.0		
	e) 100mm Sidewalk		m2	50.0		
	f) Curb					
	i) barrier/modified brier		lin.m.	160.0		
	ii) ramp		lin.m.	5.0		
A.27	Installation of MH/CB Cast Iron Lifter Ring Inserts	CW 3210				
	a) 50mm		unit	10.0		
A.28	Asphaltic Concrete Planing	CW3450				
	a) planing 0-50mm depth		m2	720.0		
A.29	Hot Mix Asphaltic Concrete Pavement Type 1A	CW2130				
	a) patching		tonne	65.0		
	b) overlay		tonne	92.0		
A.30	Miscellaneous Boulevard Sodding	CW3510	m2	75		
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 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. 142-2004

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 7

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 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. 142-2004

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 7

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. 142-2004

STRATHMILLAN/MOORGATE COMBINED SEWER RELIEF CONTRACT 7

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 June 15, 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)