

Template Version: C120050301

FORM A: BID
(See B8)

1. Project Title **VIMY RIDGE MEMORIAL PARK PLAYGROUND AREA**

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 unless the context requires otherwise.

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 (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_____ .

(If no corporate seal)
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-R1: PRICES
 (See B9)
VIMY RIDGE MEMORIAL PARK PLAYGROUND AREA

Item	Description	Spec Ref	Qty.	Unit	Unit Price	Amount
Demolition & Relocations						
1.	Removal of Play Equipment	E5	1	l.s.		
2.	Removal of Paving Materials	E5	2000	sq.m.		
3.	Removal of Fencing	E5	215	l.m.		
4.	Removal of Light Standard Concrete Bases & Piles	E5	7	each		
5.	Removal of Site Furnishings for Pickup	E5	29	each		
6.	Relocation of Site Furnishings and Gates	E5	3	each		
7.	Removal of Wading Pool	E5	1	l.s.		
8.	Removal of Interior Walls	E5	1	l.s.		
Grading & Drainage						
9.	Site Grading	E8	11100	sq.m		
10.	Catch Basins	E9	6	each		
11.	Area Drains	E9	1	each		
12.	Trench Drains c/w cover and concrete splash pads	E9 & E12	1	each		
13.	Abandoning Existing Catch Basins	E9	3	each		
14.	Connections to Catch Basins/ Manholes and Existing Main	E9	1	l.s.		
15.	250 Dia. PVC Lead	E9	165	l.m.		
16.	100 Dia. PVC Lead	E9	217	l.m.		
Soft Landscaping						
17.	Tree Protection	E4	1	l.s.		
18.	Tree Pruning	E24	6	each		
19.	Tree Aeration	E7	1	l.s.		
20.	Sodding	E23	4000	sq.m.		
21.	Seeding	E22	5000	sq.m		
22.	Shrub Bed Topsoil	E20	75	sq. m.		
23.	Wood Chip Mulch	E21	75	sq. m.		
24.	Meyer Lilac	E21	41	each		
25.	False Spirea	E21	47	each		
26.	Landscape Maintenance	E25	1	l.s.		
Hard Landscaping						
27.	Asphaltic Concrete Pavement (50mm) c/w 'A' Base	E17-18	1500	sq.m.		
28.	Asphalt Concrete Overlay (25mm)	E18	400	sq.m.		

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Item	Description	Spec Ref	Qty.	Unit	Unit Price	Cost
29.	Pavement Animal Graphics	E19	1	I.s.		
30.	Pavement Game Graphics	E19	1	I.s.		
31.	Chain Link Fence	CW3550	175	I.m.		
32.	Chain Link Gates	CW3550	2	each		
33.	Concrete Ramps	SD229A	1	each		
34.	Concrete Pavement - Wading Pool and Splash Pad c/w 'A' base	E10	1	I.s.		
Junior Play Area						
35.	Concrete Header	E12	130	I.m.		
36.	Safety Base	E15	100	cu.m		
37.	Play Sand	E16	30	cu.m		
38.	PlayBooster Structure - Refurbish	E14	1	I.s.		
39.	Navigator Panel	E14	1	each		
40.	Chimes Panel	E14	1	each		
41.	Turtle Sand Table	E14	1	each		
42.	Superscoop	E14	1	each		
43.	Accessible SuperScoop	E14	1	each		
44.	T-Rex Tuffrider	E14	1	each		
45.	2 Seat Fire Engine Tuffrider	E14	1	each		
46.	2.4 ht. Swing Set - 4 Seat Tripod	E14	1	each		
47.	Turtle Boulder	E14	1	each		
Senior Play Area						
48.	Concrete Header	E12	75	I.m.		
49.	Pea Gravel	E15	90	cu.m		
50.	Spacenet	E14	1	each		
51.	3.0 ht. Swing Set	E14	1	each		
52.	Double Humpty Climber	E14	1	each		
Waterplay Mechanical Systems						
53.	Bucket Trio	E31	1	each		
54.	Bullfrog	E31	1	each		
55.	Water Tunnel	E31	1	each		
56.	Ground Geyser	E31	2	each		
57.	Whale Tail	E31	1	each		
58.	Magic Touch Bollard	E31	1	each		
59.	Water Quality Management and Filtration System	E31	1	each		
60.	Wading Pool Pump System	Dwg. 8 / M-3 E31	1	I.s.		
61.	Splash Pad System Controller	E31	1	each		
62.	Splash Pad Drain c/w Strainer Basket	E31	1	each		

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Item	Description	Spec Ref	Qty.	Unit	Unit Price	Cost
63.	Water Containment System	E31	1	each		
64.	Mechanical Equipment: Installation of Pipework, Waterpiping PVC, Drainage Waste and Vent Piping and all appurtenances and freight	E26 to E31	1	l.s.		
65.	New Valve Pit	Dwg. M-1	1	each		
66.	Apron Drains	Dwg. M-1	8	each		
Site Lighting						
67.	Light Standards c/w New Concrete Piles	E11, E13, Dwg. E1	10	each		
68.	Light Standards on Existing Concrete Piles	E13, Dwg. E1	5	each		
69.	Service Enclosure & Additional Circuits, Trenching	Dwg. E-1	1	l.s.		
Site Furnishings						
70.	Benches	E13	10	each		
71.	Chess Table	E13	1	each		
72.	Bicycle Racks	E13	5	each		
73.	Waste Receptacles	E13	1	each		
74.	Garbage Enclosure	E13	1	each		
75.	Steel Bollards	E13	10	each		

TOTAL BID PRICE (GST extra) (PST extra where applicable)

(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. 216-2005

VIMY RIDGE MEMORIAL PARK PLAYGROUND AREA

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. 216-2005

VIMY RIDGE MEMORIAL PARK PLAYGROUND AREA

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)

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**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 Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

RE: BID SECURITY - BID OPPORTUNITY NO. 216-2005

VIMY RIDGE MEMORIAL PARK PLAYGROUND AREA

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.

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**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 May 27th, 2006.

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)