

FORM A: BID
(See B8)

1. Contract Title BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

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.

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 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: PRICES (R1)
 (See B9)

BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Supply and install electrical works connecting to street lights at the following stops:					
a)	Eastbound Portage, Stop 20252 Bedson	E10	1	l.s.		
b)	Eastbound Portage, Stop 20239 Westwood	E10	1	l.s.		
c)	Eastbound Portage, Stop 20264 Woodhaven	E10	1	l.s.		
d)	Eastbound Portage, Stop 20268 Ainslie	E10	1	l.s.		
e)	Eastbound Portage, Stop 20288 Cavell	E10	1	l.s.		
f)	Eastbound Portage, Stop 10576 Maryland	E10	1	l.s.		
g)	Eastbound Portage, Stop 10577 Sherbrook	E10	1	l.s.		
h)	Westbound Portage, Stop 20205 Berry	E10	1	l.s.		
i)	Westbound Portage, Stop 10549 Maryland	E10	1	l.s.		
j)	Westbound Portage, Stop 10548 Sherbrook	E10	1	l.s.		
k)	Eastbound Notre Dame, Stop 10789 Arlington	E10	1	l.s.		
l)	Eastbound Notre Dame, Stop 10422 McGee	E10	1	l.s.		
m)	Westbound Notre Dame. Stop 10423 Pearl	E10	1	l.s.		
n)	Westbound Notre Dame. Stop 10417 Arlington	E10	1	l.s.		
o)	Westbound Notre Dame. Stop 10406 Wall	E10	1	l.s.		
p)	Northbound McPhillips, Stop 30436 Mapleglen	E10	1	l.s.		
q)	Northbound QEW, Stop 10158 Mayfair	E10	1	l.s.		
r)	Southbound QEW, Stop 10159 Stradbrook	E10	1	l.s.		
s)	Southbound McPhillips, Stop 30339 Jarvis	E10	1	l.s.		
2.	Supply and install electrical works connecting to existing power pedestal at the following stops:					
a)	Eastbound Portage, Stop 20418 Overdale	E10	1	l.s.		
b)	Eastbound Portage, Stop 10581 Edmonton	E10	1	l.s.		
c)	Eastbound Portage, Stop 10582 Donald	E10	1	l.s.		
d)	Westbound Portage, Stop 10546 Spence	E10	1	l.s.		

FORM B: PRICES (R1)
 (See B9)

BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
e)	Westbound Portage, Stop 10542 Donald	E10	1	l.s.		
f)	Westbound Portage, Stop 10541 Garry	E10	l.s.	1		
g)	Northbound McPhillips, Stop 30500 Selkirk	E10	l.s.	1		
h)	Northbound Osborne, Stop 10063 Brandon	E10	l.s.	1		
i)	Northbound Osborne, Stop 10596 Broadway	E10	l.s.	1		
j)	Southbound Osborne, Stop 10599 Broadway	E10	l.s.	1		
k)	Northbound University, Stop 60103 Chancellor Matheson	E10	l.s.	1		
l)	Eastbound Broadway, Stop 10585 Osborne	E10	l.s.	1		
m)	Westbound Dafoe, Stop 60105 School of Music	E10	l.s.	1		
n)	Eastbound Forks Market, Stop 10907 The Forks Market	E10	l.s.	1		
o)	Unicity Mall Terminal	E10	l.s.	1		
p)	Red River College Terminal	E10	l.s.	1		
q)	Grace Hospital	E10	l.s.	1		
r)	Garden City Centre	E10	l.s.	1		
3.	Supply and install electrical work including new power pedestals at the following stops:					
a)	Eastbound Portage, Stop 10578 Langside	E10	l.s.	1		
b)	Eastbound Portage, Stop 10583 Fort	E10	l.s.	1		
c)	Westbound Portage, Stop 10552 Burnell	E10	l.s.	1		
d)	Eastbound Notre Dame, Stop 10407 Wall	E10	l.s.	1		
e)	Southbound McPhillips, Stop 10302 Logan	E10	l.s.	1		
f)	Northbound University, Stop 60108 Dysart	E10	l.s.	1		
g)	Westbound Bishop Grandin, Stop 50402 St. Mary's	E10	l.s.	1		
h)	Westbound Bishop Grandin, Stop 50404 Dakota	E10	l.s.	1		
i)	Northbound Lakewood, Stop 50311 Fermor	E10	l.s.	1		
j)	Northbound Balmoral, Stop 10835 Ellice	E10	l.s.	1		
k)	Northbound Balmoral, Stop 10735 Sargent	E10	l.s.	1		

FORM B: PRICES (R1)
 (See B9)

BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
l)	Southbound Salter, Stop 30179 Dufferin	E10	l.s.	1		
m)	Eastbound Mountain, Stop 30248 McGregor	E10	l.s.	1		
n)	Eastbound Inkster, Stop 30572 Shepard	E10	l.s.	1		
o)	Eastbound Jefferson, Stop 30421 McPhillips East	E10	l.s.	1		
p)	Eastbound Leila, Stop 30372 Watson East	E10	l.s.	1		
q)	Southbound Main, Stop 30043 Seven Oaks	E10	l.s.	1		
r)	Northbound Dale, Stop 60663 Roblin	E10	l.s.	1		
s)	Eastbound Grant, Stop 60532 Laxdal	E10	l.s.	1		
t)	Eastbound Grant, Stop 60522 Shaftesbury	E10	l.s.	1		
u)	Westbound Corydon, Stop 60458 Edgeland	E10	l.s.	1		
TOTAL BID PRICE (GST and PST 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 dated the _____ day of _____, 20_____ for

BID OPPORTUNITY NO. 289-2008

BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

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. 289-2008

BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

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

RE: BID SECURITY - BID OPPORTUNITY NO. 289-2008

BUS STOP UPGRADE PROGRAM PHASE 3 – ELECTRICAL WORKS

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 22, 2008.

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)