

FORM A: BID
(See B9)

1. Contract Title NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED 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 and D3.

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 B12.1, 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

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 B10)

**NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES
 HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED WORKS**

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A. General Requirements						
A. 1	General Requirements	E5	lump sum	1		
	Total Part A General Requirements					
B. North End Water Pollution Control Centre						
	Surface Works					
B. 1	Stripping and Stockpiling of Topsoil	CW 3110	m ³	500		
B. 2	Excavation	CW 3110	m ³	1600		
B. 3	Placing Suitable Site Material	CW 3110	m ³	100		
B. 4	Sub-Grade Compaction	CW 3110	m ²	2100		
B. 5	Crushed Sub-Base Material	CW 3110				
	a) 50 mm Limestone		tonne	800		
	b) 150 mm Limestone		tonne	2300		
B. 6	Supply and Placing of Base Course Material	CW 3110	m ³	150		
B. 7	Separation Geotextile Fabric	CW 3110	m ²	2100		
B. 8	Pavement Removal	CW 3110				
	a) Concrete Pavement		m ²	30		
B. 9	Drilled Tie Bars	CW 3230				
	a) 25 M		each	200		
B. 10	Miscellaneous Concrete Slab Removal	CW 3235				
	a) Monolithic Median Slab		m ²	11		
B. 11	Concrete Curb Removal	CW 3240				
	a) Barrier (180 mm, dowelled)		m	6		
	b) Lip		m	90		

FORM B (R2): PRICES

(See B10)

**NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES
 HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED WORKS**

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B. 12	Concrete Pavements & Median Slabs	CW 3310				
a)	Construction of 250 mm Concrete Pavement (reinforced)		m ²	1900		
b)	Construction of 200 mm Concrete Pavement (Reinforced)		m ²	11		
c)	Construction of Monolithic Concrete Median Slabs	SD-226A	m ²	107		
B. 13	Concrete Curbs	CW 3310				
a)	Construction of Barrier (180 mm, separate)		m	381		
B. 14	Concrete Sidewalk	CW 3325	m ²	5		
B. 15	Replace Standard Frames and Covers	CW 2130				
a)	AP-004 Standard Frame for manhole and catchbasin		each	2		
b)	AP-006 Standard Grated Cover for Standard Frame		each	2		
B. 16	Adjustment of Manhole Frames	CW 3210	each	1		
B. 17	Gates	11 12 00	each	8		
B. 18	Bollards	32 40 10	each	24		
B. 19	Boulevard Grading	CW 3170	m ²	2200		
B. 20	Sodding	CW 3510	m ²	2200		
B. 21	Tree Relocation	32 93 11	lump sum	1		
B. 22	Traffic Signs	10 14 53				
a)	750 x 400		each	1		
b)	600 x 300		each	4		
c)	300 x 300		each	1		
	Land Drainage Sewer					
B. 23	Land Drainage Sewers	CW 2130				
a)	250 mm					
i)	Trenchless installation, Class B Bedding, Class 3 Backfill		m	10		
ii)	Trenchless installation, Class B Bedding, Class 5 Backfill		m	2		
b)	375 mm					
i)	Trenchless installation, Class B Bedding, Class 3 Backfill		m	11		
ii)	Trenchless installation, Class B Bedding, Class 5 Backfill		m	84		

 Name of Bidder

FORM B (R2): PRICES

(See B10)

**NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES
 HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED WORKS**

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B. 24	Manholes	CW 2130				
a)	SD-010					
i)	1200 mm diameter		vertical metre	3.9		
B. 25	Catchbasin	CW 2130				
a)	SD-024		each	1		
B. 26	Remove and Replace Existing Manhole	CW 2130				
a)	1200 mm diameter		vertical metre	4.1		
b)	1800 mm diameter		vertical metre	4.0		
	Wastewater Sewer					
B. 27	Wastewater Sewers	CW 2130				
a)	300 mm, <4m deep					
i)	open cut, Class B Bedding, Class 3 Backfill		m	84		
ii)	open cut, Class B Bedding, Class 5 Backfill		m	40		
b)	300 mm, 6-7m deep					
i)	trenchless installation, Class B Bedding, Class 3 Backfill		m	19		
ii)	trenchless installation, Class B Bedding, Class 5 Backfill		m	30		
c)	300 mm, 7-8m deep					
i)	trenchless installation, Class B Bedding, Class 3 Backfill		m	17		
ii)	trenchless installation, Class B Bedding, Class 5 Backfill		m	38		
B. 28	Pipe Insulation	CW 2110				
a)	50mm thick in a trench (SD-018)		m	107		
B. 29	Connect to Existing Manhole	CW 2130				
a)	300 mm		each	1		
B. 30	Replace Existing Brick Riser	CW 2130				
a)	750 mm pre-cast concrete		vertical metre	3.0		
B. 31	Manhole	CW 2130				
a)	1200 diameter		vertical metre	17.2		
b)	Manhole with 200 mm outside drop pipe		vertical metre	6.7		
c)	Valve Chamber		vertical metre	3.4		
B. 32	Abandon Existing Manhole	CW 2130				
			each	2		

 Name of Bidder

FORM B (R2): PRICES

(See B10)

**NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES
 HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED WORKS**

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
B. 33	Abandoning Existing Sewer with Cement Stabilized Flowable Fill	CW 2130	m ³	15		
	Forcemain					
B. 34	Forcemains	33 34 00				
a)	150 mm					
i)	trenchless installation, Class B Bedding, Class 5 Backfill		m	70		
b)	200 mm					
i)	trenchless installation, Class B Bedding, Class 3 Backfill		m	139		
ii)	trenchless installation, Class B Bedding, Class 5 Backfill		m	319		
B. 35	Gate Valve	CW 2110	each	1		
a)	150mm (in valve chamber)					
B. 36	Connect to existing 350 mm Centrate Pipe	CW 2130				
a)	150 mm		each	1		
B. 37	Sewer Inspection	CW 2145				
a)	Land Drainage Sewer					
i)	250 mm		m	13		
ii)	375 mm		m	95		
b)	Wastewater Sewer					
i)	300 mm		m	228		
	Water					
B. 38	Water Services	CW 2110				
a)	50 mm					
i)	trenchless installation, Class B sand bedding, Class 5 backfill		m	80		
B. 39	Corporation Stops	CW 2110				
a)	50 mm		each	2		
B. 40	Curb Stops	CW 2110				
a)	50 mm		each	2		
B. 41	Curb Stop Boxes	CW 2110				
a)	50 mm		each	2		
	Vent Pipe					
B. 42	Vent Pipe and Spare Conduit	33 47 23				
a)	150 mm		m	75		
b)	200 mm		m	60		

FORM B (R2): PRICES

(See B10)

**NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES
 HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED WORKS**

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
Buildings - Structural, Mechanical, Electrical, Instrumentation						
B. 43	Hauled Wastewater Receiving Building	Divisions 01, 03, 04, 05, 07, 08, 09, 21, 31	lump sum	1		
B. 44	Leachate Receiving Building	Divisions 01, 03, 04, 05, 07, 08, 09, 21, 31	lump sum	1		
B. 45	Electrical Works	Division 26	lump sum	1		
B. 46	Process Mechanical Works	Division 44	lump sum	1		
B. 47	Process Control and Instrumentation	Divisions 28, 40	lump sum	1		
B. 48	Mechanical Works (Fire Protection, HVAC, hydronics and plumbing)	Divisions 22, 23	lump sum	1		
Total Part B North End Water Pollution Control Centre						
Total						
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 B12)

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 for

BID OPPORTUNITY NO. 822-2009

NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED 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 as to Principal if no seal)

(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 B12)

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. 822-2009

NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES HAULED WASTEWATER RECEIVING FACILITIES AND ASSOCIATED 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 B12)**

(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. 822-2009

NORTH END AND SOUTH END WATER POLLUTION CONTROL CENTRES HAULED
WASTEWATER RECEIVING FACILITIES AND ASSOCIATED 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 B12)**

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 28, 2010

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)