

FORM A: BID
(See B8)

1. Contract Title CONSTRUCTION OF FLOOD CONTROL STRUCTURE AT PEMBINA HIGHWAY & BEAUJOLAIS COULEE

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

Email Address of Bidder

Facsimile Number

Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

(Choose one)

The Bidder is:

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 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/she 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 forty-five (45) 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)

FORM B:(R1) PRICES
 (See B9)

CONSTRUCTION OF FLOOD CONTROL STRUCTURE AT PEMBINA HIGHWAY & BEAUJOLAIS COULEE

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Flood Protection Chamber	CW2160, E6	unit	1		
2.	Mechanical					
a)	Cast Iron Flap Gate	E28	unit	1		
b)	Cast Iron Sluice Gate	E27	unit	1		
c)	PTO-Driven Vertical Pumps	E29	unit	2		
3.	Gravity Sewers	CW2130				
a)	Raise Existing Manhole					
i)	SD-011 1650mm		vert. m	2.4		
b)	Connect to New Chamber					
i)	1650mm		unit	2		
c)	Plugging and Abandoning Existing Sewers with Flowable Cement Stabilized Fill					
i)	350mm		m3	17		
d)	200mm CSP					
i)	in a trench, Class B Type 3 Bedding Class 4 Backfill		m	5		
4.	Surface Works					
a)	Reinforced Concrete Pavement Approach	CW2130				
i)	200mm Pavement		m2	45		
b)	Concrete Curb Renewal	CW2130				
i)	125mm Lip Curb		lin.m.	10		
c)	Miscellaneous Concrete Slab Renewal	CW3235				
i)	200mm Sidewalk (SD 228-B)		m2	30		
d)	Supply and Placement of Clay Fill	CW3170/E31	m3	6000		

FORM B:(R1) PRICES
 (See B9)

CONSTRUCTION OF FLOOD CONTROL STRUCTURE AT PEMBINA HIGHWAY & BEAUJOLAIS COULEE

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
5.	Landscaping					
a)	Turfstone Approach & Walkway	E32				
	i) Concrete Curb		lin.m	95		
	ii) Turfstone Units		m2	235		
	iii) Sub-base 20mm Down Limestone		m3	100		
	iv) Base 6mm Down Limestone		m3	13		
	v) Geotextile Liner		m2	525		
b)	Supply and Install of Wooden Bollards	E32	unit	2		
c)	Supply and Placement of Sod (c/w with 75mm Imported Topsoil)	E33	m2	90		
d)	Supply and Placement of Seed					
	i) Native Seed Mix (c/w with 75mm Imported Topsoil)	E34	m2	2300		
	ii) Grass Seed Mix (c/w with 75mm Imported Topsoil)	E34	m2	1050		
e)	Supply and Placement of Trees and Plantings	E36				
	i) Colorado Spruce		unit	6		
	ii) American Elm		unit	3		
	iii) Prairie Horizon Alder		unit	2		
	iv) Black Ash		unit	3		
	v) Fallgold Ash		unit	3		
	vi) Green Ash		unit	3		
	vii) Greenspire Linden		unit	3		
	viii) Bur Oak		unit	4		
	ix) Red-Berried Elder		unit	13		
	x) Redosier Dowood		unit	21		
	xi) Golden Variegated Dogwood		unit	6		
	xii) Sweetberry Honeysuckle		unit	23		
	xiii) Planting Beds with Planting Soil Mixture		m2	110		
	xiv) Wood Chip Mulch		m2	110		
f)	General Plant Material and Plant Material Maintenance (2 Years)	E37	unit	1		

FORM B:(R1) PRICES
 (See B9)

CONSTRUCTION OF FLOOD CONTROL STRUCTURE AT PEMBINA HIGHWAY & BEAUJOLAIS COULEE

UNIT PRICES						
ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
g)	Install 1.83m Chain Link Fence	CW3550	lin.m	10		
h)	Supply and Install Swing Gate	E6	unit	1		
6.	Erosion Control					
a)	Supply and Placement of Silt Fence	E43	m	150		
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 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. 587-2012 Addendum 1

CONSTRUCTION OF FLOOD CONTROL STRUCTURE AT PEMBINA HIGHWAY & BEAUJOLAIS
COULEE

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 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. 587-2012 Addendum 1

CONSTRUCTION OF FLOOD CONTROL STRUCTURE AT PEMBINA HIGHWAY & BEAUJOLAIS
COULEE

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 forty-five (45) 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 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 October 6, 2012.

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)