

FORM A: BID
(See B9)

1. Contract Title CONSTRUCTION OF THE NEW BYNG PLACE OUTFALL AND GATE CHAMBER AND RIVERBANK STABILITY IMPROVEMENTS-COCKBURN /CALROSSIE COMBINED SEWER RELIEF WORKS

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.

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/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 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)

**FORM B: PRICES
 (SEE B9)
 UNIT PRICES**

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<u>New Byng Place Outfall and Gate Chamber, and Riverbank Stability Improvements</u>						
1	Site Development and Restoration	E10	lump sum	1		
Outfall Works						
2	Temporary Shoring for Outfall	E29	Lump Sum	1		
3	Supply and Installation of HDPE Spiral Wound Outfall Pipe	E17				
	i. 2740 mm I.D. (RSC 250)		l.m.	83.5		
4	Connection of Existing 600 mm to new 2700 mm Outfall	E17	lump sum	1		
5	Remove Existing 600 mm CSP	E17	l.m.	28		
6	Supply and installation of Debris Gate	E17				
	i. 2740 mm dia. debris grate		lump sum	1		
7	Grouted Riprap	E22/CW 3615	m ³	105		
8	Supply and Installation of Hand Rails and Pipe Sleeves	E17	lump sum	1		
9	Sewer Inspection (RR-37) 98m-600mm CMP	E32	lump sum	2		
10	Outfall Clay Cap	E21	m ³	25		
Riverbank Stability Improvements						
11	Rockfill Columns	E19				
	i) Shaft drilling		L.m.	66		
	ii) Rockfill Backfill and Compaction		tonnes	500		
	iii) Sleeving		each	6		
12	Rockfill Trench Shear Key	E20				
	i) Shear Key Excavation		m ³	720		
	ii) Shear Key Rockfill and Compaction		tonnes	1520		
13	Rockfill Riprap	E18	tonnes	1150		
14	Riverbank Regrading	E21	m ³	230		
15	Remove, Stockpile, and Reinstall Existing Rockfill Riprap	E18	m ³	80		
16	Geotextile	E23	m ²	900		
17	Straw Mulch	E14	m ²	250		

**FORM B: PRICES
 (SEE B9)
 UNIT PRICES**

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	Gate Chamber					
18	Temporary Shoring for Gate Chamber	E29	lump sum	1		
19	Gate Chamber Floor Slab	E24	lump sum	1		
20	Gate Chamber Walls	E24	lump sum	1		
21	Gate Chamber Roof Slab	E24	lump sum	1		
22	Installation and Field Testing of Slide Gate, Thimbles and Operator (Supplied by the City of Winnipeg)	E26	lump sum	1		
23	Installation and Field Testing of Flap Gate and Thimbles (Supplied by the City of Winnipeg)	E27	lump sum	1		
24	Supply and Installation of Miscellaneous Metals	E28	lump sum	1		
	General Site Works					
25	Construction of 150 mm Reinforced Concrete Pavement	CW 3310	m ²	35		
26	Porous Flexible Access -GrassPave2	E33	m ²	220		
27	50 mm Crushed Sub-base Material	CW 3110	tonnes	700		
28	Supply and Place Base Course Material	CW 3110				
	i) 19 mm Base Course		m ³	150		
	ii) 7 mm Base Course		m ³	10		
29	Supply and Install New Tache Wood Bench	SCD-120A	each	3		
30	Concrete Planter	E35	lump sum	1		
31	Supply and Install New Access Gate	E30	lump sum	1		
32	Shrubs	E31				
	i) Savin Juniper		each	9		
33	Tree Removal	E16				
	i) 50 to 250 mm dia.		each	2		
34	Tree Planting	E31				

**FORM B: PRICES
 (SEE B9)
 UNIT PRICES**

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	i) Amur Cherry (75 mm)		each	5		
	i) Cottonwood (75 mm)		each	3		
	iii) Green Ash (75 mm)		each	3		
35	Topsoil and Seeding (Native Grass Seed Mix)	E31	m ²	540		
36	Sodding	CW 3510	m ²	1220		
37	Adjustment of Manhole Frame	CW 3210	each	1		
38	Silt Fence	E13	l.m.	35		
39	Allowance for Site Instrumentation	E36		1	\$5,000.00	\$5,000.00
40	Allowance for Vibration Monitoring	E37		1	\$7,500.00	\$7,500.00
41	Allowance for Supply and Installation of Perforated Steel Park Signage	E38		1	\$20,000.00	\$20,000.00
<u>New Byng Place Outfall and Gate Chamber, and Riverbank Stability Improvements</u>						

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. 915-2013

CONSTRUCTION OF THE NEW BYNG PLACE OUTFALL AND GATE CHAMBER AND RIVERBANK STABILITY IMPROVEMENTS- COCKBURN /CALROSSIE COMBINED SEWER RELIEF 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. 915-2013

CONSTRUCTION OF THE NEW BYNG PLACE OUTFALL AND GATE CHAMBER AND RIVERBANK STABILITY IMPROVEMENTS- COCKBURN /CALROSSIE COMBINED SEWER RELIEF 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. 915-2013

CONSTRUCTION OF THE NEW BYNG PLACE OUTFALL AND GATE CHAMBER AND
RIVERBANK STABILITY IMPROVEMENTS- COCKBURN /CALROSSIE COMBINED SEWER RELIEF
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 January 19,2014

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)