

RFP SCHEDULE 7

FORM OF PROPOSAL SECURITY

BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See RFP D2)

BID BOND

THIS IS TO CERTIFY 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 Proposal Price set out in the Proposal 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 Proposal to the Obligee for

REQUEST FOR PROPOSALS NO. 659-2018B

DESIGN BUILD OF NORTH END SEWAGE TREATMENT(NEWPCC) UPGRADE: HEADWORKS FACILITIES

as more fully set out in the Request for Proposals.

NOW THEREFORE the condition of this obligation is such that if the Proposal of the Principal is not accepted, or if said Proposal is accepted and the Principal, in accordance with the terms of the Proposal, 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)

BID BOND AND AGREEMENT TO BOND

(Page 2 of 2)
(See RFP D2)

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 /Proponent)

(Place)

the Proponent to you on _____, 20__ for

REQUEST FOR PROPOSALS NO. 659-2018B

DESIGN BUILD OF NORTH END SEWAGE TREATMENT (NEWPCC) UPGRADE: HEADWORKS FACILITIES

in an amount equal to one hundred percent (100%) of the Proposal Price for the due and proper performance of the Work shown and described in the Request for Proposals, if our Principal's Proposal 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 Request for Proposals.

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 180 Calendar Days following the Financial 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)