

FORM A: BID
(See B9)

1. Contract Title 2019 Streets Maintenance Program – Diamond Grinding
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
- (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 B14.1, the Bidder encloses bid security in the form of a bid bond (Form G1: Bid Bond and Agreement to Bond) 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 By submitting a bid in response to this Tender, the Bidder certifies that it has read, understands, and agrees to the terms and conditions of this Tender and that the Tender, 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. Indigenous Self-Declaration The City is requesting that Bidders identify if their business is at least 51% owned by one or more Indigenous persons of Canada.
- YES, 51% or more Indigenous ownership
- NO, it is not
- This information is being gathered for statistical purposes only and will not be used for purposes of evaluation.

13. 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 B10)

UNIT PRICES

ITEM	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT	
A	<u>NB PEMBINA HIGHWAY - TURNBULL DRIVE TO ST. NORBERT BRIDGE, DIAMOND GRINDING</u>						
	ROADWORKS - RENEWALS						
A.1	Diamond Grinding	E8	m ²	4000			
A	<u>NB PEMBINA HIGHWAY - TURNBULL DRIVE TO ST. NORBERT BRIDGE, DIAMOND GRINDING</u>					Subtotal:	
B	<u>WB STERLING LYON PARKWAY - VICTOR LEWIS DRIVE TO KENASTON BLVD, DIAMOND GRINDING</u>						
	ROADWORKS - RENEWALS						
B.1	Diamond Grinding	E8	m ²	14900			
	MISCELLANEOUS						
B.2	Supply and Installation of Inlaid Line Marking Tape	E9	m	270			
B	<u>WB STERLING LYON PARKWAY - VICTOR LEWIS DRIVE TO KENASTON BLVD, DIAMOND GRINDING</u>					Subtotal:	
SUMMARY							
A	<u>NB PEMBINA HIGHWAY - TURNBULL DRIVE TO ST. NORBERT BRIDGE, DIAMOND GRINDING</u>					Subtotal:	
B	<u>WB STERLING LYON PARKWAY - VICTOR LEWIS DRIVE TO KENASTON BLVD, DIAMOND GRINDING</u>					Subtotal:	
TOTAL BID PRICE (GST extra)				(in figures)		_____	

Name of Bidder

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B14)

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

TENDER NO. 370-2019

2019 Streets Maintenance Preservation Program – Diamond Grinding
as more fully set out in the Tender.

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 and labour and material payment bonds, 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 B14)

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

TENDER NO. 370-2019

2019 STREETS MAINTENANCE PROGRAM – DIAMOND GRINDING

The Surety agrees to issue for the Principal:

1. a Performance Bond 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 Tender; and
2. a Labour and Material Payment Bond in an amount equal to fifty percent (50%) of the Contract Price for the payment for all labour, service and material used or reasonably required for use in the performance of the Work shown and described in the Tender;

If our Principal's Bid is accepted by you, such Performance Bond and Labour and Material Payment Bond (the Bonds) to be maintained and continue in full force and effect until the expiration of the warranty period. The Bonds shall be in the form specified in the Tender.

It is a condition that this Agreement to Bond shall become null and void if the Bonds mentioned above are 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)