

**FORM A: BID**  
(See B8)

1. Contract Title WINSMART ACTIVE TRANSPORTATION PATHWAY PHASE 2

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.

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 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: PRICES**  
 (See B9)

WINSMART ACTIVE TRANSPORTATION PATHWAY PHASE 2

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	<b>Excavation, Removals and Rough Grading</b>					
1.	Excavate, remove and rough grade for sodded areas	E21, E22	sm	1050		
2.	Excavate, remove and dispose of existing limestone pathway	E21	sm	360		
3.	Excavate, remove and dispose of existing concrete pavement	E21	sm	475		
4.	Excavate, remove and dispose of existing concrete landscape curb	E21	sm	70		
5.	Remove and dispose of existing fence (including foundation)	E21	lm	150		
6.	Remove and dispose of existing timber curb	E21	lm	20		
7.	Remove and dispose of unsuitable subgrade and replace with compacted granular sub base	E21	cm	150		
	<b>Paving</b>					
8.	Repair section of existing limestone pathway	E23	sm	1275		
9.	Supply and install limestone pathway (including removals, geotextile, base courses and compaction)	E22, E23	sm	1550		
	<b>Fencing</b>					
10.	Supply and install ornamental aluminium fence	E24	lm	105		
	<b>Electrical Work</b>					
11.	Relocate existing block heater outlets	E25	ls	1		
12.	Relocate existing electrical panel onto new galvanized steel posts	E25	ls	1		
	<b>Plant Material</b>					
13.	Planting Bed Preparation	E26	sm	30		
14.	Supply and Install Plant Material					
	a) Manitoba Maple (65mm cal.)	E27	ea	44		
	b) Manchurian Ash (65mm cal.)	E27	ea	7		
	c) Green Ash (65mm cal.)	E27	ea	31		
	d) American Basswood (65mm cal.)	E27	ea	33		
	e) American Elm (65mm cal.)	E27	ea	28		
	f) Diabolo Ninebark (2 gal. pot)	E27	ea	5		

**FORM B: PRICES**  
 (See B9)

WINSMART ACTIVE TRANSPORTATION PATHWAY PHASE 2

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
	g) Pink Beauty Potentilla (2 gal. pot)	E27	ea	6		
	h) Shirobana Spirea (2 gal. pot)	E27	ea	7		
	i) Snowmound Spirea (2 gal. pot)	E27	ea	12		
	j) Compact American Cranberry (2 gal. pot)	E27	ea	12		
	k) Daylily (2 gal. pot)	E27	ea	87		
15.	Maintenance of all Plant Material for Two Years					
	a) Deciduous Trees	E28	ls	1		
	b) Shrubs	E28	ls	1		
	c) Perennials	E28	ls	1		
16.	Supply and Install Sod	E29 CW 3510, CW 3540	sm	3225		

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. 524-2008

WINSMART ACTIVE TRANSPORTATION PATHWAY PHASE 2

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. 524-2008

WINSMART ACTIVE TRANSPORTATION PATHWAY PHASE 2

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 B11)**

\_\_\_\_\_  
(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. 524-2008

WINSMART ACTIVE TRANSPORTATION PATHWAY PHASE 2

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 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, 2008

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)