#### FORM A: BID (See B9)

| 1. | Contract Title                 | BRADY ROAD RESOUF<br>WATER MANAGEMENT               | CE MANAGEMENT FACILITY -                         | SURFACE         |
|----|--------------------------------|---|--|-----------------|
| 2. | Bidder                         |   |  |                 |
|    |                                | Name of Bidder                                      |  |                 |
|    |                                | Usual Business Name of Bidde                        | r as it appears on Invoice (if different fror    | m 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 a                       | pplicable)                                       |                 |
|    | (Choose one)                   | The Bidder is:                                      |  |                 |
|    |                                | a sole proprietor                                   |  |                 |
|    |                                | a partnership                                       |  |                 |
|    |                                | a corporation                                       |  |                 |
|    |                                | carrying on business und                            | er the above name.                               |                 |
| 3. | Contact Person                 | The Bidder hereby authorithe Bidder for purposes of | orizes the following contact pers<br>of the Bid. | on to represent |
|    |                                | Contact Person                                      | Title  |                 |

Telephone Number

Facsimile Number

| 4.  | 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.  |
|-----|--------------------------|---|
| 5.  | 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.   |
| 6.  | 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.  |
| 7.  | 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.   |
| 8.  | 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. |
| 9.  | 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  |
|     |                          |   |
|     |                          |   |
| 10. | Time                     | This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.  |

| 11. | Signatures | The Bidder or the Bidder's authorized official or officials have signed this        |
|-----|------------|---|
|     |            | , 20  |
|     |            | Signature of Bidder or<br>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        | PRICES DESCRIPTION  | SPEC.<br>REF. | UNIT | APPROX.<br>QUANTITY | UNIT<br>PRICE | AMOUNT |
|-------------|---|---------------|------|---------------------|---------------|--------|
| Α           | CRRC POND   |               |      |                     |               |        |
| A.1         | Topsoil Excavation  | CW 3170-R3    | m³   | 1,400               |               |        |
| A.2         | Common Excavation- Suitable site material                       | CW 3170-R3    | m³   | 2,450               |               |        |
| A.3         | Common Excavation- Unsuitable site material                     | CW 3170-R3    | m³   | 1,050               |               |        |
| A.4         | Preparation of Existing Ground Surface                          | CW 3170-R3    | m²   | 1,800               |               |        |
| A.5         | Fill Material   | CW 3170-R3    |      |                     |               |        |
| i)          | Placing Suitable Site Material                                  |               | m³   | 1,200               |               |        |
| A.6         | Corrugated Steel Pipe Culvert<br>Supply and Install             | CW 3610-R4    |      |                     |               |        |
| i)          | Polymer Coat 600 mm, gauge 45, 2 mm thickness                   |               | m    | 65                  |               |        |
| <b>A</b> .7 | Supply and Install 600 mm Slide Gate Complete with wheel screw  | E12           | each | 1                   |               |        |
| A.8         | Platform Walkway Construction of Corrosion Resistant Material   | E13           | each | 1                   |               |        |
| A.9         | Separation Geotextile Fabric<br>Non-woven, 12 oz or equivalence | CW 3130-R4    | m²   | 500                 |               |        |
| A.10        | Supply and Install 60 mil HDPE geomembrane                      | E11           | m²   | 50                  |               |        |
| A.11        | Random Stone Riprap   | CW 3615-R3    | m³   | 250                 |               |        |
| A.12        | Ditch Check   | E14           | m    | 13                  |               |        |
| Α           | CRRC POND   |               | l    |                     | Subtotal:     |        |
| В           | WEST LCD, DRY POND  |               |      |                     | 1             | 1      |
| B.1         | Topsoil Excavation  | CW 3170-R3    | m³   | 3,100               |               |        |
| B.2         | Common Excavation- Suitable site material                       | CW 3170-R3    | m³   | 4,400               |               |        |
| B.3         | Common Excavation- Unsuitable site material                     | CW 3170-R3    | m³   | 1,900               |               |        |
| B.4         | Preparation of Existing Ground<br>Surface                       | CW 3170-R3    | m²   | 11,000              |               |        |

| B.5  | Fill Material   | CW 3170-R3      |         |        |           |  |
|------|---|-----------------|---------|--------|-----------|--|
| i)   | Placing Suitable Site Material                                    |                 | m³      | 4,100  |           |  |
| B.6  | Removal of Existing Culverts                                      | CW 3610-R5      | m       | 60     |           |  |
| B.7  | Corrugated Steel Pipe Culvert - Supply and Install                | CW 3610-R4      |         |        |           |  |
| i)   | Polymer Coat 600 mm, 2 mm thickness                               |                 | m       | 18     |           |  |
| ii)  | Polymer Coat 1350 mm, 2 mm thickness                              |                 | m       | 110    |           |  |
| B.8  | Sub-base Material   | CW 3110-<br>R18 |         |        |           |  |
| i)   | 50 mm Limestone   |                 | tonne   | 360    |           |  |
| B.9  | Separation Geotextile Fabric<br>Non-woven, 12 oz or equivalence   | CW 3130-R4      | m²      | 900    |           |  |
| B.10 | Supply and Install 60 mil HDPE geomembrane                        | E11             | m²      | 50     |           |  |
| B.11 | Random Stone Riprap   | CW 3615-R3      | m³      | 550    |           |  |
| B.12 | Ditch Check   | E14             | m       | 200    |           |  |
| B.13 | Supply and Install 600 mm Slide Gate<br>Complete with wheel screw | E12             | each    | 1      |           |  |
| B.14 | Platform Walkway Construction of Corrosion Resistant Material     | E13             | each    | 1      |           |  |
| B.15 | Supply and Install Silt Fence                                     | E10             | m       | 610    |           |  |
| В    | WEST LCD, DRY POND  | L               |         | l      | Subtotal: |  |
| С    | CENTRAL LCD, DITCH DISCHARGE T                                    | O DRY POND,     | SERVICI | E ROAD |           |  |
| C.1  | Topsoil Excavation  | CW 3170-R3      | m³      | 2,600  |           |  |
| C.2  | Common Excavation- Suitable site material                         | CW 3170-R3      | m³      | 4,500  |           |  |
| C.3  | Common Excavation- Unsuitable site material                       | CW 3170-R3      | m³      | 2,000  |           |  |
| C.4  | Preparation of Existing Ground Surface                            | CW 3170-R3      | m²      | 16,000 |           |  |
| C.5  | Fill Material   | CW 3170-R3      |         |        |           |  |
| i)   | Placing Suitable Site Material                                    |                 | m³      | 4,500  |           |  |

| ii)  | Supplying and Placing Clay Borrow Material                      |                 | m³      | 10,000 |           |  |
|------|---|-----------------|---------|--------|-----------|--|
| C.6  | Removal of Existing Culverts                                    | CW 3610-R5      | m       | 75     |           |  |
| C.7  | Corrugated Steel Pipe Culvert - Supply and Install              | CW 3610-R4      |         |        |           |  |
| i)   | Polymer Coat 1,800 mm, 2.0 mm thickness                         |                 | m       | 80     |           |  |
| C.8  | Sub-base Material   | CW 3110-<br>R18 |         |        |           |  |
| i)   | 50 mm Limestone   |                 | tonne   | 1,900  |           |  |
| C.9  | Separation Geotextile Fabric<br>Non-woven, 12 oz or equivalence | CW 3130-R4      | m²      | 480    |           |  |
| C.10 | Random Stone Riprap   | CW 3615-R3      | m³      | 280    |           |  |
| C.11 | Ditch Check   | E14             | m       | 120    |           |  |
| C.12 | Supply and Install Silt Fence                                   | E10             | m       | 700    |           |  |
| С    | CENTRAL LCD, DITCH DISCHARGE T                                  | O DRY POND,     | SERVICE | E ROAD | Subtotal: |  |
| D    | NORTH LCD, DITCH DISCHARGE TO                                   | WIER POND       |         |        |           |  |
| D.1  | Topsoil Excavation  | CW 3170-R3      | m³      | 650    |           |  |
| D.2  | Common Excavation- Suitable site material                       | CW 3170-R3      | m³      | 7,700  |           |  |
| D.3  | Common Excavation- Unsuitable site material                     | CW 3170-R3      | m³      | 3,300  |           |  |
| D.4  | Preparation of Existing Ground Surface                          | CW 3170-R3      | m²      | 3,100  |           |  |
| D.5  | Fill Material   | CW 3170-R3      |         |        |           |  |
| i)   | Placing Suitable Site Material                                  |                 | m³      | 1,050  |           |  |
| D.6  | Removal of Existing Culverts                                    | CW 3610-R5      | m       | 17     |           |  |
| D.7  | Corrugated Steel Pipe Culvert - Supply and Install              | CW 3610-R4      |         |        |           |  |
| i)   | Polymer Coat 1,350 mm, 2.0 mm thickness                         |                 | m       | 55     |           |  |
| D.8  | Ditch Check   | E14             | m       | 150    |           |  |
| D.9  | Supply and Install Silt Fence                                   | E10             | m       | 1,550  |           |  |

| D   | NORTH LCD, DITCH DISCHARGE TO | WIER POND          |    |        | Subtotal: |  |
|-----|-------------------------------|--------------------|----|--------|-----------|--|
| E   | SEEDING                       |                    |    |        |           |  |
| E.1 | Seeding for Section A         | CW 3520-R7/<br>E15 | m² | 1,900  |           |  |
| E.2 | Seeding for Section B         | CW 3520-R7/<br>E15 | m² | 13,000 |           |  |
| E.3 | Seeding for Section C         | CW 3520-R7/<br>E15 | m² | 6,000  |           |  |
| E.4 | Seeding for Section D         | CW 3520-R7/<br>E15 | m² | 19,000 |           |  |
| E   | SEEDING                       |                    |    |        | Subtotal: |  |

## Form B: Prices (See B10)

## **UNIT PRICES**

| ITEM  | DESCRIPTION  | SPEC.<br>REF. | UNIT      | APPROX.<br>QUANTITY | UNIT<br>PRICE | AMOUNT |
|---|--|---------------|-----------|---------------------|---------------|--------|
|   |  | SUMMARY       |           |                     |               |        |
| A   | CRRC POND  |               |           |                     | Subtotal:     |        |
| В   | B WEST LCD, DRY POND                                   |               |           | Subtotal:           |               |        |
| С   | CENTRAL LCD, DITCH DISCHARGE TO DRY POND, SERVICE ROAD |               |           | Subtotal:           |               |        |
| D   | NORTH LCD, DITCH DISCHARGE TO WIER POND                |               |           | Subtotal:           |               |        |
| E   | SEEDING  |               | Subtotal: |                     |               |        |
| TOTAL BID PRICE (GST extra) (in figures) \$ |  |               |           |                     |               |        |

| Name of Bidder |  |  |
|----------------|--|--|

(Seal)

Template Version: C120131129- C BCivil

#### FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2) (See B12)

|   | BID BOND  |              |
|---|---|--------------|
| KNOW ALL MEN BY THESE PRESENTS 1  | ГНАТ  |              |
| (hereinafter called the "Principal") and  |   |              |
| called the "Obligee") in the sum of ten per   | and firmly bound unto <b>THE CITY OF WINNIPEG</b> cent (10%) of the Total Bid Price set out in the Bid ne Principal and Surety bind themselves, their heirs, ntly and severally, firmly by these presents.                            | hereinafter  |
| WHEREAS the Principal has submitted a Bi  | id to the Obligee for   |              |
| BID OPPORTUNITY NO. 150-2014  |   |              |
| BRADY ROAD RESOURCE MANAGEMEN   | IT FACILITY – SURFACE WATER MANAGEMENT  |              |
| as more fully set out in the Bid Opportunity.   |   |              |
| if said Bid is accepted and the Principal, in a the said Obligee and furnishes the required | ligation is such that if the Bid of the Principal is not a accordance with the terms of the Bid, enters into a College performance security for guaranteeing the faithful point, but otherwise shall remain in full force and effect. | ontract with |
| IN WITNESS WHEREOF the Principal and  | Surety have signed and sealed this bond the   |              |
| day of  |   |              |
| SIGNED AND SEALED in the presence of:  (Witness as to Principal if no seal)                 | (Name of Principal) Per:  | (Seal)       |
| (Trichess as to I intolparii no sear)   | Per:  |              |

(Name of Surety)

(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, (Name of Bidder) (Place) the Bidder to you on \_\_\_\_\_\_, 20\_\_\_\_ for BID OPPORTUNITY NO. 150-2014 BRADY ROAD RESOURCE MANAGEMENT FACILITY - SURFACE WATER MANAGEMENT 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) (Seal)

(Attorney-in-Fact)

# FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING (BID SECURITY) (Page 1 of 2) (See B12)

| (Date)                   |  |
|--------------------------|--|
| Corpo<br>Mater<br>185 K  | ity of Winnipeg<br>rate Finance Department<br>ials Management Division<br>ing Street, Main Floor<br>peg MB R3B 1J1   |
| RE:                      | BID SECURITY - BID OPPORTUNITY NO. 150-2014  |
|                          | BRADY ROAD RESOURCE MANAGEMENT FACILITY – SURFACE WATER MANAGEMENT   |
| Pursu                    | ant to the request of and for the account of our customer,   |
| (Name                    | of Bidder)   |
| WE H                     | es of Bidder)  EREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding aggregate   |
|                          | Canadian dollars.  |
| demai<br>Letter<br>payme | Standby Letter of Credit may be drawn on by you at any time and from time to time upon written nd for payment made upon us by you. It is understood that we are obligated under this Standby of Credit for the payment of monies only and we hereby agree that we shall honour your demand for ent without inquiring whether you have a right as between yourself and our customer to make such and without recognizing any claim of our customer or objection by the customer to payment by us. |
|                          | mount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon ou or by formal notice in writing given to us by you if you desire such reduction or are willing that it be   |
| Partia                   | I drawings are permitted.  |
|                          | ngage with you that all demands for payment made within the terms and currency of this Standby of Credit will be duly honoured if presented to us at:  |
| (Addres                  | es)  |
| and w                    | e 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 June 24<sup>th</sup>, 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 | (Name of bank or financial institution) |  |  |
|-------|---|--|--|
| Per:  |   |  |  |
|       | (Authorized Signing Officer)            |  |  |
| Per:  |   |  |  |
|       | (Authorized Signing Officer)            |  |  |