

THE CITY OF BRANDON

ENGINEERING DEPARTMENT

REVISED TENDER FORM

Contract Title: **Sawatzky Sculpture Park Spur Paths**

To: The Procurement Specialist, City of Brandon

I/We _____
(name of Bidder)

the undersigned, hereby offer to furnish, execute and complete in a satisfactory and skillful manner, in accordance with the Tender Documents, all the Work required for the above Contract for the consideration of the Unit Prices set forth in the Unit Price Schedule, attached hereto.

I/We understand that the description of the Work in this Tender Form is in short form and the Work included in each item is as described in the Tender Documents which shall be deemed, in their entirety, to form a part of this Tender notwithstanding that not all parts thereof are necessarily attached to or accompany this Tender Form.

I/We further agree that, if awarded the Contract, we will commence the Work as specified and achieve Final Completion of the Work on or before **June 30, 2027**.

I/We further agree our Tender as provided herein shall remain binding and irrevocable for a period of sixty (60) calendar days following the Submission Deadline.

I/We further agree to enter into a written Agreement, of the form and content attached hereto, for the execution of the Work, if required to do so within a period of sixty (60) calendar days following the Submission Deadline.

Accompanying this Tender are a Bid Bond, payable to the City of Brandon in the amount of ten percent (10%) of the Total Tender Amount, and a Consent of Surety or Agreement to Bond.

I/We further agree that if I/We fail or decline to enter into a written Agreement in accordance with the terms of the Tender Documents, the City shall be entitled to all rights and remedies available to it at law, including the right to retain our Bid Bond as liquidated damages and not as a penalty.

I/We further agree that the City has the right to reject any or all Tenders, to waive any and all informalities, or to accept any Tender that it considers is in the best interest of the City.

REVISED UNIT PRICE SCHEDULE

This is a Unit Price Tender and, if there is any discrepancy between the Unit Prices and the extended amounts, the Unit Prices shall be considered as representing the intention of the Bidder. Separate prices shall be submitted for each item set forth on the Unit Price Schedule. The quantities shown in the Unit Price Schedule are estimates only and have been listed for the purpose of comparing Tenders on a uniform basis. The final quantities may be considerably greater or considerably less than these quantities. No variation in the quantities actually executed shall give rise to any claim against the City.

PRICE SUMMARY

Sawatzky Sculpture Park Spur Paths	\$	_____
Goods and Services Tax	\$	_____
TOTAL TENDER AMOUNT	\$	_____

REVISED UNIT PRICES

Project: Sawatzky Sculpture Park Spur Paths

Class of Labour, Plant and Material	Unit of Measurement	Estimated Quantity	Unit Price \$0.00	Extension \$0.00
GENERAL				
1. Mobilization & Demobilization	lump sum	1	_____	_____
LANDSCAPING				
2. Tree Protection	lump sum	1	_____	_____
3. Removals, Grading and Site Preparation	lump sum	1	_____	_____
4. Imported Fill	m ³	71	_____	_____
5. Granular Trail Construction Supply and Install 200 mm Diameter	m ²	375	_____	_____
6. CSP Culvert	each	1	_____	_____
7. Boulder Retaining Wall	lin.m	120	_____	_____
8. Topsoil & Seed	m ²	65	_____	_____
9. Topsoil & Sod	m ²	785	_____	_____
CONCRETE WORKS				
Construct Wolf Sculpture Concrete				
10. Foundations	lump sum	1	_____	_____
11. Install Owner-Supplied Wolf Sculptures	lump sum	1	_____	_____
12. Construct Canoe Sculpture Foundation	lump sum	1	_____	_____

PROJECT SUBTOTAL:

Sawatzky Sculpture Park Spur Paths \$ _____

Carry forward Project Subtotals to the Price Summary on page 22.

(Bidder to initial)

Alternate Prices

The amount is to be added to or deducted from the Base Bid price (as entered on the Tender Form) and is entered for each Alternate requested. All Alternate Prices shall exclude both Retail Sales Tax and Goods and Services Tax (if applicable) but shall include all other applicable taxes, costs, overhead and profit.

The Bidder acknowledges and agrees that:

1. The City may accept any of the Alternates and corresponding Alternate prices in any order or combination, including all or none;
2. Alternate prices will be considered in determining the lowest bid;
3. Alternates and Alternate prices are open for acceptance by the City for the same period of time as the Base Bid price;
4. The Work of the Contract and the Contract Price will reflect the Alternates and Alternate prices, if any, accepted by the City at the time of the contract award; and
5. Acceptance of any Alternates will not affect the project completion time, unless the City has specifically indicated an increase or decrease in time, in number of days, on account of a particular Alternate.

Alternate for Boulder Retaining Wall

Substitute Proposed Granite Blast Rock Boulders for Alternate Natural Stone for Retaining Wall

Class of Labour, Plant and Material	Unit of Measurement	Estimated Quantity	Unit Price \$0.00	Extension \$0.00
Product Alternate:				
Material: _____	lin.m	120	_____	_____
Source: _____				

Provide an Alternate Price to substitute another proposed natural stone for the specified granite blast-rock boulders in the Boulder Retaining Wall. Alternate Product and Source, if selected, will supersede Item #7 in the Unit Prices.

The proposed alternate stone shall:

1. Be hard, durable and suitable for permanent exterior retaining-wall construction;
2. Be free from cracks, seams, excessive weathering and other defects that could affect durability or stability;
3. Be sized to satisfy the dimensions and maximum boulder size shown on the Drawings;
4. Permit stable placement and reasonably tight fitting between adjacent stones;
5. Provide a generally consistent and visually suitable finished appearance;
6. Satisfy the retaining-wall grades, elevations and configuration shown on the Drawings; and
7. Be subject to the Engineer's review and acceptance before delivery to the Site.

I/We hereby acknowledge receipt of the following Addenda to the Tender Documents:

Addenda No. _____ Date received _____ Signed _____

Addenda No. _____ Date received _____ Signed _____

Addenda No. _____ Date received _____ Signed _____

SIGNED, SEALED AND DELIVERED this _____ day of _____ a.d. 2026

Authorized Signatory
(Signature of Bidder & corporate seal)

Witnessed by
(Signature of Witness)

(Print here the name and official capacity of
individual whose signature appears above)

(Print here the name and official capacity of
individual whose signature appears above)

Authorized Signatory
(Signature of Bidder & corporate seal)

Witnessed by
(Signature of Witness)

(Print here the name and official capacity of
individual whose signature appears above)

(Print here the name and official capacity of
individual whose signature appears above)

Address of Bidder:

Address of Witness:

Telephone & Facsimile Numbers

Telephone & Facsimile Numbers

Contact Email Address: _____

CONTRACT DOCUMENTS

REVISED AGREEMENT

THIS AGREEMENT, which is made in duplicate,

this _____ day of _____, 2026 a.d. by and between:

(hereinafter called the Contractor)

and

THE CITY OF BRANDON

(hereinafter called the City)

WITNESSETH THAT; whereas the Contractor has represented to the City that they are skilled in the performance of the Work described in the Contract Documents, and will be able to perform the same in accordance therewith;

NOW THEREFORE; The Contractor and the City undertake and agree that;

THE WORK

The Contractor will;

- a) provide all the materials, unless otherwise indicated, perform all of the Work, finish in a good and skillful manner and fulfil all the obligations called for by the Contract Documents for the following Work:

Sawatzky Sculpture Park Spur Paths

which have been executed in duplicate by both parties and which were prepared by the City Engineer of the City of Brandon acting as and referred to as the Engineer;

- b) perform such additional Work, under the terms of this Contract, which may be ordered by the Engineer;

- c) achieve Final Completion of the Work of this Contract as certified by the Engineer by **June 30, 2027**;
- d) pay to the City as liquidated damages and not as penalty, the sum of \$1,000.00 (One Thousand Dollars) for each calendar day past the above stated date of Final Completion of the Work that Final Completion of the Work has not been achieved;
- e) maintain the Work against any and all defects or deficiencies that may arise during the warranty period.

CONTRACT PRICE

The Contract Price is \$ _____ GST inclusive in Canadian funds, which price shall be subject to adjustments as may be determined in accordance with the Contract.

PAYMENT

Subject to holdbacks in accordance with the Contract, the City will:

- a) pay the Contractor in lawful tender of Canada, for the specified materials and services, the amount that is stipulated above subject to such additions and deductions provided for in the Contract Documents.
- b) make payments on the basis of the Engineer's Certificates, in accordance with the Contract.
- c) upon Substantial Performance of the Work, as certified by the Engineer, pay to the Contractor any unpaid balance of hold back monies then due.
- d) when all the Work under the Contract has been performed and Final Completion of the Work has been certified by the Engineer, pay to the Contractor any unpaid balance of the Contract Price then due.

CONTRACT DOCUMENTS

The following documents for

Sawatzky Sculpture Park Spur Paths

together with this Agreement, constitute the Contract and include:

Revised Unit Price Schedule;
General Conditions;
Supplemental Conditions;
Specifications;
Addenda;
Performance Bond;
Labour and Materials Payment Bond; and

The City of Brandon Drawings:

Drawing No.	
L1.1	Construction Specifications
L1.2	Materials Plan
L1.3	Spur Path Grading Plan
L2.1	Wolf Sculpture Node Plan & Details
L2.2	Canoe Sculpture Node Plan & Details

SUCCESSION

The General Conditions of the Contract hereto annexed, and all the other Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to the law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, administrators, successors, and assigns.

ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Engineer shall be delivered or sent to the individual or the member of the Firm or to an officer of the Corporation for whom they are intended to the address listed below:

The City at: 410-9th Street
 Brandon, Manitoba
 R7A 6A2

Facsimile no. 204-725-3235

The Contractor at:

Facsimile no. _____

IN WITNESS WHEREOF; This Agreement has been executed by the parties hereto on the day and year first above written.

THE CITY

THE CONTRACTOR

The City of Brandon

Alexia Stangherlin, P. Eng.
City Engineer
(Signature & Seal of City)

Authorized Signatory
(Signature & Seal of Contractor)

For the City witnessed by
(Signature of Witness)

For the Contractor witnessed by
(Signature of Witness)

Name and Address of Witness

Name and Address of Witness

Telephone

Telephone

REVISED UNIT PRICE SCHEDULE

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Sawatzky Sculpture Park Spur Paths			\$ _____	