PART 5 – PRICING FORMS

NOTE: ALL FORMS IN THIS SECTION MUST BE FILLED IN WHERE APPLICABLE, SIGNED AND SEALED WHERE REQUIRED, AND RETURNED TO EXHIBITION PLACE AS A FORMAL TENDER SUBMISSION AND THE REJECTION OF BIDS AS A RESULT OF THE SUBMISSION OF NON-PRESCRIBED FORMS.

Part 5 – Instructions to Pricing From

RFT No. EP102-2020, Contract No. 20-096-20966

1. Instructions

- .1 All sections of the Pricing Form should be completed. Without limiting the generality of the foregoing, all blanks must be filled in and all entries for unit prices, lump sums, extensions and totals should be filled in, as appropriate.
- .2 Suppliers that do not fully complete these forms (such as leaving lines blank) or have unclear answers (such as "n/a", "-", "tba" or "included" etc.) will be declared non-compliant. Prices that are intended to be zero cost/no charge to Exhibition Place are to be submitted in the space provided in the price schedule as "\$0.00" or "zero".
- .3 All pricing provided must be inclusive of all applicable duties and taxes except for HST, which should be itemized separately, and of all fees, expenses and costs for the complete performance of the Contract.
- .4 Suppliers are not to include as part of their Pricing Form assumptions or contingencies upon which the Pricing Form is based and which, if not true, would render the Supplier's pricing inapplicable or subject to change.
- .5 Refer to Supplementary Instructions under Schedule F for further information on completing the tender forms

TENDER FORM TF - 1

TO: THE BOARD OF GOVERNORS OF EXHIBITION PLACE, 100 PRINCES' BLVD., SUITE 1, ENERCARE CENTRE, EXHIBITION PLACE, TORONTO, ONTARIO M6K 3C3

RE: HIGH VOLTAGE FEEDERS REPLACEMENT

1. (1) THIS TENDER is submitted by

Insert names <u>and</u> addresses of <u>all</u> persons or corporations (or both) submitting Ten- der as principals		(i) name: address:	
		(ii) name:address:	
Complete whichever of (a) or (b) is applicable and strike out other	(a)	comprising the firm of	
		carrying on business at	
		OR	
	(b)	a company duly incorporated under the laws of having its head office at	and
Insert number and municipality		hereinafter called "the Supplier".	
		upplier is not [*] a City of Toronto firm or resident, and for ousiness in	years has been
Insert each licence and category	(3) The Su Licensing Com	upplier holds the following licence(s) issued by the City mission:	

* Strike out "not" if inapplicable.

2. (1) In this Tender Form,

(i) **"Appendix**" means, when followed by an upper-case Roman numeral, the Appendix attached to this Tender Form and identified by such numeral;

(ii) **"Contract Price**" shall mean the price specified as such in article (6) of this Tender Form.

(iii) **"Board**" means The Board of Governors of Exhibition Place;

(iv) **"CEO**" means the Board's Chief Executive Officer, or the person acting as such, or the duly authorized representative of such Chief Executive Officer or person;

(v) **"Contract"** means the legal relationship which will result if the offer set out in this Tender Form is accepted, and the expression **"Contract Documents"** means the documents setting out the particulars of that relationship, including the **Agreement**; this Tender Form as executed (with Appendices); the Instructions to Suppliers (Part 5) of the Tender Package; Bid Submission Form, Bid Bond and the List of Designated Substances (Part 4), the Specifications and the Drawings (Part 3); and the General Conditions (Part 2);

(vi) **"Drawings**" means the Drawings included in Part 3 of the **Tender Package**;

(vii) **"Instructions to Suppliers**" means the Instructions to Suppliers included as Part 5 of the **Tender Package**;

(viii) **"Specifications**" means the Specifications included in Part 3 of the **Tender Package**;

(ix) **"Tender Package**" means the Tender Package provided by the Board to prospective Suppliers in connection with the **Work**.

(2) All references to "Agreement," "Statutory Declaration of Paid Tax and Assessments", "General Conditions", "Performance Bond" and "Payment Bond" in this Tender Form are to the correspondingly-titled Part 2 and 4 of the Tender Package

3. (1) No person, firm or corporation other than the Supplier has any interest in this Tender or in the **Contract** which will result if same is accepted.

(2) The Tender herein is made by the Supplier without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the **Work**, and is in all respects fair and without collusion or fraud.

4. (1) No member of the City Council and no officer or employee of the Board is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in the **Contract** or in the supplies, work or business in connection with the **Work**, or in any portion of the profits thereof, or in any of the moneys to be derived therefrom.

(2) If the offer set out in this Tender Form is accepted and it is subsequently discovered that subclause (1) hereof was breached, whether prior or subsequent to such acceptance, the Board shall be entitled to proceed under 1.5 Assignment and Succession of the **General Conditions** in the same manner as if there had been a transfer of the **Contract** without the consent of the **CEO**.

Name of Suppl	ier		TF-3	Contract No. 20-096-20966
Insert total num- ber(s) of Ad- dendum pac- kages received; if none, insert dash.	Work, and all the of to and the in subclause 8(i) of	Contract Document e drawings referred this Tender Form is Work, and the Sup	s (including Add to therein), is sa fully acquainted	nd examined the locality and the site of the lendum package(s) bearing the number(s) 1 tisfied that each " Subcontractor " referred to I with the extent and nature of that Subcon - ees to the documentation of the Contract by
	Contract Docume Specifications and called for in the Co set out in subclause	nts as required and d Drawings on the ntract Documents,	I do all or any p terms and cond for a total Contr d the amount de	s to enter into the Contract , execute the bart of what is set out or called for in the tions and under the provisions set out or act Price equal to the total of the amounts scribed in subclause (iii) hereof, estimates lause (v) :
Insert total extensions from	(i) Ann l	the Base General Sect.1). (excluding		
Appendix II Section I) for the parts of the		
		PL	US	
	(ii)	the Cash Allowar General Conditio		e 6.1 of the \$_150,000
		PL	US	
Insert total extensions from Appendix ii , Following Section I Thereafter	(iii)	the Base Work C App. II Pg. II-2 Se in clause 8 (1) (iv either a) all the p multiplying each f Appendix II by th goods/services to applies ultimatel as part of the W Supplier estimate the quantities as a shown in that App numbered catego which TOTAL the	ections 1 to 6) as oroducts obtained ixed Unit Price S are quantity of the orokich such F y supplied by the York , which Tota s will be, on the estimated by the Dendix ; or b) the ries shown in A	s described al of d by Shown in Price e Supplier I the e basis of board as prices for opendix II
	(iv)	estimated Contra	ct Price	\$
Insert sum of (i) to (iv) Insert 13% of (v)	(v)	* Total HST (to be the Contract Pric e		n respect of \$
	6. (2) Contra	ct Price referred to i	n subclause (1)	nereof shall be the arithmetic sum of:
		(i) the am	ounts shown in	subclauses (i) to (ii) of subclause (1) hereof; and
		(ii) the Tot	al described in s	ubclause (1)(iii) hereof (without regard to the

Supplier's estimate of that Total as shown in numerals in that clause), and the Supplier acknowledges that

6. (2) (iii) in the case of any discrepancy between the Prices as expressed in clause (i) & (iv) of subclause (1) hereof and that Price as expressed therein in Appendix II, the said numerals in Appendix II shall govern;

7. (1) This Tender Form is accompanied by:

Strike whichever of (i) and (ii) is inapplicable

(i) a certified cheque payable to "The Board of Governors of Exhibition Place";

(ii) a Bid Bond in Form B (Part 2) as included in the **Tender Package**, executed by the Supplier and the surety referred to in subarticle (2) hereof,

in the amount of ONE HUNDRED AND FIFTY THOUSAND

DOLLARS (\$ 150, 000) and

(iii) if the Supplier withdraws the tender and offer made in clause 6 of this Tender Form during the 120-day period immediately following the deadline date for submission of Tenders as stipulated, or after acceptance of such tender and offer; or

(iv) if the Supplier fails to comply with the terms of this Tender Form following acceptance of such tender and offer,

then the Board may

- (v) retain the certified cheque referred to in subclause (i) hereof; or
- (vi) enforce the Bid Bond referred to in subclause (ii) hereof by legal action, as the case may be.
- 8. The Supplier has attached to this Tender Form:
 - (i) as Appendix I, a complete list of the "Subcontractors" as defined in the General Conditions which the Supplier intends to engage, indicating for each subcontract the name, address and telephone number of each Subcontractor and (where applicable) the Subcontractor's licence number as issued by the City Licensing Commission;
 - (ii) as **Appendix II**, a list of Unit Prices for certain items if requires, or as specified Base Work Construction on price details.
 - (iii) as **Appendix III**, details of reductions in the **Contract Price** for deletions from the **Work**.
 - (iv) as **Appendix IV**, details of increases in the **Contract Price** for additions to the **Work**.
 - (v) as **Appendix V**, details of changes to the **Contract Price** for substitutions in the **Work**.
 - (vi) the Statutory Declaration of Verification included in Part 5 of the **Tender Package** as Form II, duly completed and sworn as required.

9.

If the offer set out in this Tender Form is accepted:

(i) the Supplier will complete the **Work** fully and surrender control of the site to the Board no later than the completion time specified in Rows C.3, C.4 and C.5 of the **Schedule A** and subarticle 5.5, 5.6, 5.7 and 5.8 of the **Schedule D - General Conditions**;

(ii) the Supplier will execute whatever additional or extra work may be required by the Board pursuant to article 7 of the **Schedule D – General Conditions** in strict conformity in all respects with the requirements of the **Contract**;

(iii) deletions from the **Work** other than those referred to in clause (iii) of article 8 of this Tender Form may be made at the discretion of the **CEO** in accordance with article 7 of the **Schedule D -General Conditions**; and

(iv) all materials necessary for the purposes of the **Work** shall be of Canadian origin and manufacture if available when required.

10. (1) The tender and offer set out clause 6 of this Tender Form shall continue open to acceptance and irrevocable for a period of One Hundred Twenty (120) Days following the deadline for the submission of Tenders as stipulated in the instructions to Suppliers in the General Conditions, and if the said offer is accepted within such period, or accepted subject to such approval as is required by law from the Ontario Municipal Board, such offer shall remain open and irrevocable until the **Contract Documents** are executed by the Supplier and the **Performance** and **Payment Bonds**, executed by an approved surety, are provided to the Board, but if approval by the Ontario Municipal Board as aforesaid is required and is refused with finality (*i.e.*, once any appeal process has become inexercisable, exhausted or irrevocably abandoned), such tender and offer shall be deemed then to have expired and to have become incapable of acceptance.

(2) The Board may at any time within the period of One Hundred Twenty (120) Days referred to in subclause (1) hereof, without notice accept the tender and offer set out in clause 6 of this Tender Form whether any other tender for the **Work** has previously been accepted or not.

(3) The awarding by the Board of a Contract based on the tender and offer set out in clause 6 of this Tender Form, shall constitute and be an acceptance thereof without communication with or any notice thereof to the Supplier.

TF-5

10. (4) Should the Supplier for any reason default or fail in respect to any matter or thing here-in before contained, the Supplier will pay to the Board any sums which the Board may expend or which it may become liable by reason of such default or failure, including the cost of any advertisement for new tenders in excess of the bid security provided for in clause 7 of the tender form.

IN WITNESS WHEREOF the Supplier has executed this Tender Form under seal, at

Insert place, day, month and year	this	day of	, 2020 .
		D, SEALED AND DELIVERED)) (Name of Supplier)
	per: Name:)) per:) Name:) Title:
	Witness	(If required under Note (B) below	w

)	per:	
)	Name:	
)	Title:	

NOTE:

(A) If this Tender Form is submitted by or on behalf of any **corporation** as a Supplier, the **corporation**'s name should be typed or printed on the right side of the column of brackets and below that name must appear the signature(s) of the **corporation**'s duly authorized signing officer(s), or agent(s), in each case with name and office typed in beneath. The **corporate seal** must also be affixed, but no other person need sign as witness.

(B) Any **individual** who signs as a Supplier must affix a red adhesive seal to the right of his/her signature, in the presence of an **adult witness**, who should also sign to the left of the column of brackets in the space provided. The individual Supplier's name should be typed or printed below his/her signature.

(C) If the Supplier is a **partnership**, this Tender Form may be signed by any partner(s) on behalf of the partnership in accordance with (A) or (B) above, as is applicable.

Name of Supplier

FORM I

FORM I

Appendix I

Pg. I -1

LIST OF SUBCONTRACTORS

The Supplier proposes to sublet the following portions of the ${\it Work}$ to the persons, firms or corporations indicated.

NOTE: The following services and trades must be licensed by the Metropolitan Licensing Commission:

BRICKLAYING/MASONRY CARPENTRY PLASTERING MANUFACTURE/INSTALLATION OF CABINETS/VANITIES ELECTRICAL PLUMBING SIGN PAINTING SHINGLING FLAT ROOFING EAVESTROUGHING TUCK-POINTING GENERAL CONTRACTING HEATING INSULATION INSTALLING CHIMNEY REPAIRING WATERPROOFING CONCRETE WORK TILE SETTING INSTALLATION OF ALUMINUM PRODUCTS PLUMBING/HEATING BUILDING CLEANING (EXTERIOR) DRAIN CONTRACTING

TRADE

NAME/ADDRESS

TELEPHONE/LICENCE NO.(S)

1. MECHANICAL

2. ELECTRICAL

3. SPRINKLER

4. STRUCTURAL STEEL

5. BALANCING

6. CARPENTRY

7. CEILINGS

^{*} Insert "Own forces" for every portion of the Work which Supplier will be performing without a subcontractor. See **NOTE** following subclause 15(5)(i) of the **Instructions to Suppliers** regarding non-union Subcontractors.

ame of Supplier	FORM I	Contract No. 20-096-20966
	FORMI	
	Appendix I	Pg. I -2
	LIST OF SUBCONTRACT	TORS
TRADE	NAME/ADDRESS	TELEPHONE/LICENCE NOS.(S)
8. CONCRETE		
9. CONVEYING SYSTEM	S	
10. EXCAVATION		
11. FENCING		
12. FLOORING		
13. FURNISHINGS		
14. GLAZING		
15. HARDWARE		
16. INSULATION		
17. LANDSCAPING		

^{*} Insert "Own forces" for every portion of the Work which Supplier will be performing without a subcontractor. See NOTE following subclause 15(5)(i) of the Instructions to Suppliers regarding non-union Subcontractors.

			Appendix I	Pg. I -3
	TRADE		LIST OF SUBCONTRACTORS	TELEPHONE/LICENCE NOS.(S)
18.	MASONF	YY		
	_			
19.	METAL			
	-			
20.	PAINTIN	G		
	-			
21.	ROOFIN	a		
22.	- SPECIAL			
23.	- SPECIAL	. EQUIPMENT		
	_			
24.	SPECIAL	TIES		
	-			
25.	STRUCT	URAL METAL		
	-			
26.	WALL CO	OVERING		
27.	- OTHER '	**		

* Insert "Own forces" for every portion of the Work which Supplier will be performing without a subcontractor. See NOTE following subclause 15(5)(i) of the Instructions to Suppliers regarding non-union Subcontractors.

** Supplier must specify nature of work for each "Other" subcontract, adding extra pages as necessary.

pg ll-1

Appendix II

BASE WORK – CONSTRUCTION PRICE DETAILS

SCHEDULE OF PRICES

Items Listed below shall be in full compensation for all work described in the Plans and Specifications and shall be paid for as noted and/or measured by the CEO of the Board or his agent.

The prices are to include all labour, plant, supplies, taxes (excluding HST) and incidentals entering into the work and necessary to complete the work as intended under this Contract. It is expressly understood that the Board reserves the right to do any part of the work itself or its designated agent or any additional work at any time by day-labour, all cost borne by the general contractor, if the progress of the work is not deemed satisfactory by the Consultant to complete the work within the stipulated time.

Any items not specifically mentioned in the descriptions, but shown on the drawings and/or specified or required to complete the work as shown on the drawings, will be considered to be included in the price breakdowns and/or under Section 1: Base General Construction Price.

THE OWNER MAY, WITHOUT INVALIDATING THE CONTRACT, MAKE CHANGES BY ALTERING, ADDING TO, OR DEDUCTING FROM THE WORK PRIOR TO AND/OR AFTER AWARDING THE TENDER. The contract sum will then be adjusted in accordance with tendered/unit prices. There is a fixed budget for this Contract. Any work may be deleted by the Owner such that the Total Contract Price is within the budget.

SECTION 1: Base General Construction Price

A. Costs of mobilization, demobilization and conveniences at the job site of offices, stores and other temporary facilities such as hydro and water hook up, approvals, permits and licences, bonds and insurance, and overhead and profit on cash allowance only (if applicable) and other items not required to form part of the permanent works and/or not covered by other items of the Schedule of Items and Prices. Payment for this item will be prorated over the construction period as a percentage of work. **Note:** including full liaison with the Board's other Contractors.

Lump Sum \$

B. Demolition-Removal and disposal of all existing materials and equipment (if any) as specified to a licensed waste disposal site. (Based on all information from geotechnical and or environmental reports, etc. in this Tender Document)

Lump Sum

\$

Price (excluding HST)

C. Cost related to Tracking of waste diversion and materials supply guidelines to conform to the requirements of the LEED Existing Building Operations & Maintenance as contained in the following documents: 1) Clause 51 Construction Waste Management Plan under Instructions to Suppliers; 2) Specification Sustainable Design Requirements; 3) Information on Low-Emitting Materials Classifications Tables – March 15, 2011; 4) Rule 8-51 – Organic Compounds, Adhesive and Sealant; and 5) sample tables of MRc3 Materials and Resources: Facility Alterations & Additions.

Lump Sum

\$

Sub-Total Section 1 (A+B+C)* \$_____

*(insert this amount in clause 6(1)(i) on page TF- 3 of FORM 1-TENDER FORM)

FORM I

pg II-2

Appendix II

BASE WORK – CONSTRUCTION PRICE DETAILS (BASE PRICES)

SCHEDULE OF PRICES (cont'd)	PRICE (excluding HST)
Section 1: Cable Procurement	\$
Section 2: Cable Accessories, Other Material Procurement	\$
Section 3: Permits (ESA, TTC, Toronto Hydro, etc.)	\$
Section 4: Rental and Lease of Equipment (Diesel Generators)	\$
Section 5: Cable Replacements and Installations	\$
Section 6: Removal and Disposal of PILC Cables and Accessories*	\$

Key: * - Vendor to adjust the cost of Section 6 based on copper recycling credit

(Base Construction Price) Estimated TOTAL (Section 1 to <u>6</u>) * \$

*(insert this amount in clause 6(1)(iii) on page TF- 3 of FORM 1-TENDER FORM)

NOTES:

- A. * The "Estimated TOTAL" must be transferred to clause 6(1)(iii) on the attached **Tender Form** on blue page TF-3 as the Base Construction Price, <u>but</u> that TOTAL is an approximation only inserted for the convenience of the Supplier; the Base Work Construction Price will be taken to be the arithmetic sum of the prices for (i) to (iii), regardless of any error in addition or transcription made by the Supplier.
- B. All Prices must exclude HST payable by the Board, which is to be entered separately in clause 6(1)(v) of the **Tender Form**.
- C. Any part(s) of the **Work** not falling in any of the above but indicated in the **Drawings** and/or **Specifications** or otherwise required to complete the **Work** shall be taken to be included in App. II Section1 on Pg II-1.
- D. The prices in this Appendix will be subject to adjustment pursuant to any Change Order issued.

FORM I

pg III-1

Appendix III

ITEMIZED PRICES

(included in Construction Price)

Provision of Regular Hourly Rates

Number Description of Item

Reduction from estimated **Contract Price** <u>if Item(s) deleted from the **Base Work**</u>

1.	Provision of hourly rates for Journeyman	\$
2.	Provision of hourly rates for Master Electrician	\$
3.	Provision of hourly rates Apprentice Electrician	\$

Note: There will be no change to the "Base General Construction Price" under Appendix II section 1A & 1B.

Name of Supplier_____

FORM I

Contract No. 20-096-20966

Appendix IV

Pg. IV-1

ADDITIONAL PRICES (not included in Construction Price)

Number Description of Item

Increase in estimated **Contract Price** if item(s) added to the Base Work within assigned construction period

ADDITIONAL PRICE IV1

Provide additional price to do work, starting <u>prior</u> to date of Substantial Completion of work. Please refer to Drawing No. 20-104-P-0103 Optional Cable #1 (ABX Swgr to ABX xfmr), Optional Cable #2 (TOX Swgr to TOX xfmr), and Optional Cable #3 (TWX Swgr to TWX xfmr).

SCHEDULE OF PRICES (cont'd)	PRICE (excluding HST)
Section 1.0: Cable, Accessories, and Other Material Procurement	\$
Section 2.0: Cable Installation	\$
Section 3.0: Removal, Recycling, and Disposal	\$

Note: There will be no change to the "Base General Construction Price" under Appendix II section 1A & 1B

End of Appendix IV

Appendix V

Pg. V-1

CONTRACTOR EXPERIENCE

The experience requirements for the Contractor on this project are as follows:

- Must have acted as General or Prime Contractor on five (5) previous projects awarded since 1 January 2012, each with a total project value exceeding \$1,000,000.00.
 Identify each project, start and completion date, Owner, project value, and Owner reference contact.
- (2) Must have been the Contractor installing high voltage underground cable feeders (1 km or longer) since 1 January 2012

Identify each project, start and completion date, Owner, project value, and Owner reference contact.

Note: Projects identified in (1) may be used in (2).

FORM 1

Appendix V

Pg. V-2

General or Prime Contractor on five (5) previous projects awarded since 1 January 2012, each with a total project value exceeding \$1,000,000.00.

No.	Project Description	Start Date	Completion Date	Owner	Project Value	Owner Reference
1						
2						
3						
4						
5						

FORM 1

Appendix V

Pg. V-3

Electrical contractor installing high voltage underground cable feeders (1 km or longer) since 1 January 2012

No.	Project Description	Start Date	Completion Date	Owner	Project Value	Owner Reference
1						
2						
3						
4						
5						

End of Appendix V

Contract no. 20-096-20966

STATUTORY DECLARATION OF SUPPLIER

FORM II

CANADA) IN THE MATTER of a Tender by*
PROVINCE OF ONT))) for)
TO WIT:))) for the Board of Governors of) Exhibition Place
**I/We	of the	
iı	n the	of
DO SOL	EMNLY D	ECLARE as follows:
If Supplier is a corpor- ation, complete 1A and strike out 1B and 1C.) 1A.))))	I am (state "President", "Secretary", or as the case may be) of the Supplier above referred to.
If Supplier is and individual carrying on business under firm name, complete 1B and strike out 1A and 1C) 1B.))))))	I am the Supplier above referred to, and there is no other person associated with me in partnership.
If Supplier is a partner- ship, complete 1C and) 1C.W	Ve are the Suppliers herein carrying on business in Partnership, under the name of
strike out 1A and 1B))	and we are the only members of such partnership.

2. **I/We have carefully read through the attached Tender Form and to the best of my/our** information, knowledge and belief the several matters stated in the said Form are in all respects correct and true.

* Insert Supplier's name** Delete inapplicable word

FORM II Contract no. 20-096-20966 STATUTORY DECLARATION OF SUPPLIER (Continued)

3. *I AM/WE ARE, each of the full age of eighteen years or over.

*AND I/WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

)

SIGNED AND DELIVERED

*(SEVERALLY) DECLARED before me

at the	of	in the)
th	nis)
day of	/	2020 .)

per:_____

A Commissioner, etc.

NOTE:

This Declaration must be sworn before a Notary Public or other Commissioner for Oaths.

* Delete inapplicable word