

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 Form

RFT No. EP101-2021, Contract No. 21-076-17696

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: HALL 'A', WEST CORRIDOR AND LOADING DOCK RAMP RETROFITS
AT ENERCARE CENTRE

1. (1) THIS TENDER is submitted by

Insert names and
addresses of all
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 _____ and
having its head office at _____

Insert number and
municipality

_____,
hereinafter called "the Supplier".

(2) The Supplier is not* a City of Toronto firm or resident, and for _____ years has been
carrying on business in _____.

Insert each licence and
category

(3) The Supplier holds the following licence(s) issued by the City
Licensing Commission:

* 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**.

Insert total number(s) of Addendum packages received; if none, insert dash.

5. The Supplier has carefully inspected and examined the locality and the site of the **Work**, and all the **Contract Documents** (including Addendum package(s) bearing the number(s) 1 to _____ and the drawings referred to therein), is satisfied that each "**Subcontractor**" referred to in subclause 8(i) of this Tender Form is fully acquainted with the extent and nature of that **Subcontractor's** part of the **Work**, and the Supplier hereby agrees to the documentation of the **Contract** by the **Contract Documents**.

6. (1) The Supplier hereby tenders and offers to enter into the **Contract**, execute the **Contract Documents** as required and do all or any part of what is set out or called for in the **Specifications** and **Drawings** on the terms and conditions and under the provisions set out or called for in the **Contract Documents**, for a total **Contract Price** equal to the total of the amounts set out in subclauses (i) to (ii) hereof and the amount described in subclause (iii) hereof, estimates of such total and of the Total HST being set out in sub clause (iv) :

Insert total extensions from Appendix II Section I

(i) the **General Base Construction Price** (from App. I Sect.1). (excluding HST payable by the Board) for the parts of the **Work** in the amount of: \$ _____

PLUS

(ii) the **Cash Allowance** as per clause 6.1 of the **General Conditions (Refer to Appendix I for a breakdown of cash allowances)**: \$ 82,000.00

Insert sum of (i) and (ii)

(iii) estimated **Contract Price** \$

Insert 13% of (iii)

(iv) * Total HST (to be paid by Bidder in respect of the **Contract Price**) on (iii): \$ _____

6. (2) **Contract Price** referred to in subclause (1) hereof shall be the arithmetic sum of:

(i) the amounts shown in subclauses (i) and (ii) of subclause (1) hereof; and

(ii) the Total described in subclause (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

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

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

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

- (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 _____

DOLLARS (\$_____) and

(iii) if the Supplier withdraws the tender and offer made in clause 6 of this Tender Form during the 90 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 list of Unit Prices for certain items if required, or as specified Base Work Construction price details.
- (ii) as **Appendix II**, details of increases in the **Contract Price** for additions to the **Work**.

(iii) 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 Ninety (90) 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 inexecutable, 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 Ninety (90) 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.

APPENDIX I - BASE WORK - CONSTRUCTION/UNIT PRICE DETAILS**SCHEDULE OF PRICES** (Refer to Schedule H for descriptions of work items)

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.

BASE WORK Price Details on Next Page...

APPENDIX I - **BASE WORK** - CONSTRUCTION/UNIT PRICE DETAILS (...Continued)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1.0	General Requirements				
1.1	Mobilization, demobilization, general requirements and permits.	Lump Sum	N/A	N/A	\$
1.2	Bonds	Lump Sum	N/A	N/A	\$
2.0	Hall 'A' and West Corridor Repairs				
2.1	Supply and install engineer-designed temporary ventilation system	Lump Sum	N/A	N/A	\$
2.2	Localized topside concrete repairs	m ²	1,000	\$	\$
2.3	Localized soffit concrete repairs	m ²	10	\$	\$
2.4	Localized through-slab concrete repairs	m ²	100	\$	\$
2.5	Localized vertical repairs	m ²	20	\$	\$
2.6	Localized concrete beam repairs	m	30	\$	\$
2.7	Route and seal cracks	m	1,000	\$	\$
2.8	Supply and install new concrete sealer at Entire Hall 'A' and West Corridor work area	Lump Sum	N/A	N/A	\$
2.9	Localized garage painting	m ²	1,500	\$	\$
3.0	Ramp Repairs				
3.1	Removal of asphalt topping, heating cables and waterproofing	Lump Sum	N/A	N/A	\$
3.2	Supply and install new heating cables	Lump Sum	N/A	N/A	\$
3.3	Supply and install new hot applied waterproofing	Lump Sum	N/A	N/A	\$
3.4	Supply and install new asphalt topping	Lump Sum	N/A	N/A	\$
3.5	Guard rail replacement	Lump Sum	N/A	N/A	\$
Insert this amount in clause 6(1)(i) on page TF-3 of FORM 1-TENDER FORM				Sub-total	\$
4.0	Cash Allowances (Breakdown)				
4.1	Mechanical and electrical allowance	Allow.	N/A	N/A	\$ 75,000.00
4.2	Materials testing allowance	Allow.	N/A	N/A	\$ 7,000.00
				Sub-total	\$ 82,000.00

Appendix II

ADDITIONAL PRICES
(not included in Construction Price)

Note: There will be no change to the “Base General Construction Price” under Appendix I

Note: Refer to Schedule H for descriptions of work items.

ADDITIONAL PRICES

The following are our Separate Prices for the work listed hereunder. Such work and amounts are **NOT** included in our Stipulated Price. The individual price(s) is to include all additional costs associated with the work area.

DESCRIPTION OF ADDITIONAL PRICE WORK		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
S1	Additional route and seal cracks at top surface of the slab corresponding to P.U.M.A waterproofing area	m	1,200	\$	\$
S2	Supply and install P.U.M.A. waterproofing system at indicated west corridor and Hall ‘A’ work areas	Lump Sum	N/A	N/A	\$
S3	Remove and replace west corridor suspended slab drains	Each	4	\$	\$
S4	Replace deteriorated drain piping	m	100	\$	\$

UNIT PRICES

The following are our Unit Prices for the work listed hereunder. Such work and rates are **NOT** included in our Stipulated Price. The individual rates are to include all additional costs associated with mobilization/demobilization, etc. to facilitate the work listed below.

DESCRIPTION OF UNIT PRICE WORK		UNIT RATE	
U1	Additional crack route and seal in accordance with Items 2.7, S1 and S6 (1-500m)	/m	\$
U2	Additional localized topside concrete repairs in accordance with Item 2.2 (1-1,000m ²)	/m ²	\$
U3	Additional localized soffit concrete repairs in accordance with Item 2.3 (1-5 m ²)	/m ²	\$
U4	Additional localized through-slab concrete repairs in accordance with Item 2.4 (1-20m ²)	/m ²	\$
U5	Additional localized vertical concrete repairs in accordance with Item 2.5 (1-10m ²)	/m ²	\$
U6	Additional localized concrete beam repairs in accordance with Item 2.6 (1-10m)	/m	\$
U7	Additional garage painting in accordance with item 2.9 (1-200m ²)	/m ²	\$

STATUTORY DECLARATION OF SUPPLIER

CANADA) IN THE MATTER of a Tender by*
)
 PROVINCE OF ONTARIO)
)
 JUDICIAL DISTRICT OF YORK) for
)
)
)
)
 TO WIT:) for the Board of Governors of
) Exhibition Place
)

**I/We of the
 in the of

DO SOLEMNLY DECLARE as follows:

- If Supplier is a corporation, 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 partnership, complete 1C and strike out 1A and 1B) 1C. We are the Suppliers herein carrying on business in Partnership, under the name of 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

