

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. 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 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 (v) :

Insert total extensions from Appendix II Section I

(i) the **Base General Construction Price** (from App. II 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**: \$ 150,000

PLUS

(iii) the **Base Work Construction Price** (from App. II Pg. II-2 Sections 1 to 6) as described in clause 8 (1) (iv) and as the Total of either a) all the products obtained by multiplying each fixed Unit Price Shown in **Appendix II** by the quantity of the goods/services to which such Price applies ultimately supplied by the Supplier as part of the **Work**, which Total the Supplier estimates will be, on the basis of the quantities as estimated by the board as shown in that **Appendix**; or b) the prices for numbered categories shown in **Appendix II** which TOTAL the Supplier estimates will be: \$ _____

Insert total extensions from Appendix ii, Following Section I Thereafter

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

Insert sum of (i) to (iv)

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

Insert 13% of (v)

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

(i) the amounts shown in subclauses (i) to (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

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 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 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.

FORM I

Appendix I

Pg. I -1

LIST OF SUBCONTRACTORS

The Supplier proposes to sublet the following portions of the **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.

FORM I

Appendix I

LIST OF SUBCONTRACTORS

TRADE	NAME/ADDRESS	TELEPHONE/LICENCE NOS.(S)
8. CONCRETE		
9. CONVEYING SYSTEMS		
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

LIST OF SUBCONTRACTORS

TRADE	NAME/ADDRESS	TELEPHONE/LICENCE NOS.(S)
18. MASONRY		
19. METAL		
20. PAINTING		
21. ROOFING		
22. SPECIAL CONSTRUCTION		
23. SPECIAL EQUIPMENT		
24. SPECIALTIES		
25. STRUCTURAL METAL		
26. WALL COVERING		
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.

Appendix II

BASE WORK – CONSTRUCTION PRICE DETAILS
{BASE PRICES}

<u>SCHEDULE OF PRICES (cont'd)</u>	<u>PRICE</u> (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 6) * \$

***(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, **but** 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.

Appendix III

ITEMIZED PRICES

(included in Construction Price)

Provision of Regular Hourly Rates

Number Description of Item

Reduction from estimated **Contract Price**
if Item(s) deleted from the **Base Work**

- | | |
|---|---------|
| 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.

End of Appendix III

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 prior 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

CONTRACTOR EXPERIENCE

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

- (1) 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).

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						

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

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

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)
)
 this)
)
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