

**FORM OF TENDER**

IN THE MATTER OF

**Eastern Gap West Pier Modification, Toronto Harbour, PortsToronto**

tendered by.....

a company duly incorporated under the laws of.....

and having its offices at.....

herein referred to as the "Tenderer",

To: **PortsToronto  
60 Harbour Street  
Toronto, On.  
M5J 1B7**

herein referred to as the "Owner",

I/We.....having carefully examined the locality and site of the proposed works and all the Contract Documents relating thereto, including the Information for Tenderers, Form of Tender, Contract Forms (Agreement), Special Provisions, General Conditions, Project Specifications, Contract Drawings, and Addendum/Addenda No. .... through No. .... inclusive\*, hereby tender and offer to enter into a contract for construction of the works in strict accordance with those Contract Documents and to the satisfaction of the Engineer and to furnish all materials, labour, tools, plant and supervision, to perform in a substantial and workmanlike manner all of the work necessary therefore, within the time specified for the sum of:

..... Dollars  
and..... Cents (\$.....).

This amount includes Harmonized Sales Tax in the amount of (\$.....).

\* Tenderer will insert here the number of the addendum/addenda received by him during the tendering period and taken into account by him in preparing his tender.

HST REGISTRATION #:.....

Furthermore, this total Contract price is itemized in the Schedule of Quantities and Unit Prices included herein after. The quantities in the Schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the work at the prices in the Schedule.

The Tenderer also agrees that if this Tender is accepted, the Tenderer will execute whatever additional or extra work may be required at the unit prices shown herein in strict conformity in all respect with the requirements of this Tender, the Project Specifications, Contract Drawings, Special Provisions, General Conditions and Contract Forms relating to the said Contract.

The Tenderer also agrees that deductions from the said Contract, if any, shall be made at the unit prices shown herein in strict conformity in all respects with the requirements of this Tender, the Project Specifications, Contract Drawings, Special Provisions, General Conditions, and the Contract Forms.

The Tenderer also agrees that this Tender is to continue open to acceptance and is irrevocable until the formal Contract is executed by the successful Tenderer for the said work, and the bond hereinafter mentioned is executed by the approved surety, and that the Owner may at any time within ninety (90) days of closing date, accept this Tender without notice, whether any other Tender has previously been accepted or not.

The Tenderer also agrees that the awarding of the Contract, based on this Tender, by the Owner shall constitute and be an acceptance of this Tender without communication with or any notice thereof of the Tenderer.

The Tenderer also agrees that if this Tender is accepted, as asforesaid, the Tenderer will forthwith furnish an approved surety for the proper fulfilment of the Contract acceptable to the Owner and will execute an Agreement and Bond for 50% value of the Labour and Materials; Also for 50% value of the Performance, in a form satisfactory to the Owner, within seven (7) days after being notified so to do by, or by anyone active on behalf of the said Owner.

And the Tenderer also agrees that, should the Tenderer for any reason default or fail in any manner or thing herein before contained, the Owner shall be at liberty to accept any other Tender or advertise for new Tenders or to carry out the works.

The Tenderer declares that the tender price includes Provincial Sales Tax in respect to all materials and equipment to be incorporated into the permanent works. HST is payable in addition to the quoted unit prices.

The Tenderer agrees to commence work within seven (7) days from the date of receipt of notification to commence the work from the Engineer and to complete this contract in every respect within **forty (40)** working days.

**Eastern Gap West Pier Modification, Toronto Harbour, PortsToronto  
Schedule of Quantities and Unit Prices  
Section A-Contract Items**

Item	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Access Preparation, Site Maintenance and Restoration	1	Lump Sum	\$ _____	\$ _____
2.	Removal of Concrete Cap, Concrete Blocks or Fragments, Stone and Other Pier Fill Material and Deposition At Designated Area Forming a Part of Hardpoint "J"	1	Lump Sum	\$ _____	\$ _____
3.	Removal, Handling and Disposal of All Timber, Steel and other Material Associated with Pier and/or Crib Construction	1	Lump Sum	\$ _____	\$ _____
<b>Sub-Total, Section A:</b> (Sum Items 1 to 3 inclusive)					\$ _____

**Eastern Gap West Pier Modification, Toronto Harbour, PortsToronto  
Schedule of Quantities and Unit Prices  
Section B - Provisional Items**

Item	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
4.	Extra Equipment and Labour				
	(a) Backhoe suitable for excavation or rip rap or armour stone placement	10	Hours	\$ _____	\$ _____
	(b) Common Labourer	10	Hours	\$ _____	\$ _____
5.	Contingency Allowance				\$20,000.00
6.	Testing Allowance				\$4,000.00
<b>Sub-Total, Section B</b> (Sum Items 4 to 6 Inclusive)					\$ _____
<b>Sub-Total, Section A</b> Transfer from Section A above)					\$ _____
<b>Total, Sections A &amp; B</b> (Sum Sub-totals Sections A & B)					\$ _____
<b>Harmonized Services Tax</b> (13 % of Total, Sections A & B)					\$ _____
<b>Total Contract Price</b> (Sum Sections A and B)					\$ _____

The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this Tender or in the proposed contract for which the Tender is made.

The Tenderer further declares that this Tender is made without any comparison of figures, or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

Tenderer's Signature (.....

(.....

PER: (.....

Witness .....

Dated at..... this..... day of ..... , 2018.

**NOTE:**

*If Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer or agent thereof, who shall also subscribe his own name and office.*

*The seal of the Corporation shall also be affixed.*

## **Eastern Gap West Pier Modification, Toronto Harbour, PortsToronto Basis of Payment**

Any item not specifically mentioned in the descriptions but shown on the Contract Drawings and/or described in the Specifications and/or necessary to complete the work described in the specifications shall be considered to be included in the tendered prices. Harmonized Services Tax shall be paid in addition to the unit prices.

**The tenderer hereby agrees that payment for work done for this contract will be made in accordance with payment clauses below and other provisions of the Contract. Work not specifically described but necessary to achieve the final product is considered to be included. The payment for the work shall include all labour, equipment and materials to complete the work specified. No payment will be made for items under Schedule "B", Provisional Items, unless authorized in writing by the Engineer.**

The payment shall be made according to the following items:

### **Schedule of Quantities and Unit Prices, Section A1 and A2, Contract Items**

#### **Item 1: Access Preparation, Site Maintenance and Restoration**

Payment shall include preparation of the site and access to site, maintenance of the site during the construction period, including, but not limited to provision of docking for any floating plant required for construction, traffic control, provision of construction access to works site or disposal sites, provision of safety fences, provision, installation, maintenance and removal of silt curtain, restoration of the site, removal of any surplus or unsuitable materials from the site and disposal in a legal manner, storage areas and access upon completion of the work to existing or better conditions unless specified otherwise in the contract. Payment will be made as a lump sum price indicated in the Schedule of Quantities and Unit Prices. It shall be compensation in full for all materials, equipment and labour required to complete this work.

#### **Item 2: Removal of Concrete Cap, Concrete Blocks or Fragments, Stone and Other Pier Fill Material and Deposition At Designated Area Forming a Part of Hardpoint "J"**

Payment shall include the excavation or removal of the concrete cap, concrete blocks or fragments, stone or rock material and other pier fill material and deposition at designated area forming a part of hardpoint J. Payment will be made as a lump sum indicated in the Schedule of Quantities and Unit Prices. It shall be compensation in full for all materials, equipment and labour required to complete this work.

#### **Item 3: Removal, Handling and Disposal of All Timber, Steel and other Material Associated with Pier and/or Crib Construction**

Payment shall include the removal, handling and disposal of all timber, steel and other material associated with pier and/or crib construction excavation or removal of the pier and/or crib structure, other than those covered by Item 2 above, and disposal of the material in a legal manner. Payment will be made as a lump sum indicated in the Schedule of Quantities and Unit Prices. It shall be compensation in full for all materials, equipment and labour required to complete this work and any and all fees payable at the disposal facility.

## **Schedule of Quantities and Unit Prices, Section B, Provisional Items**

### **Item 4: Extra Equipment and Labour**

Payment will be made on hourly basis for work authorized by the Engineer at the hourly rates quoted. The rates shall include supply of the equipment to the site, operator, fuel, supervision and removal of the equipment from the site.

### **Item 5: Contingency Allowance**

Contingency is included for the accounting benefit of the Owner only and the Contractor is not entitled to any portion of this amount except as authorized in writing for extra work. Contractor

### **Item 6: Testing Allowance**

Payment for testing will be made following satisfactory results and a copy of invoice from the testing company. Testing under this item must be requested by the Engineer. No mark up by the Contractor will be allowed on this item.