

REQUEST FOR PROPOSALS FOR A DESIGN-BUILDER

THE BLUE MOUNTAINS ATTAINABLE HOUSING CORPORATION GATEWAY PROJECT



REQUEST FOR PROPOSALS (RFP)

FOR A DESIGN-BUILDER FOR THE BLUE MOUNTAINS ATTAINABLE HOUSING GATEWAY PROJECT

ISSUE DATE: Friday June 17, 2022

SUBMISSION DEADLINE: Friday September 2, 2022, 2:00:00 PM Eastern Daylight Time (EDT)

SHS Consulting Ltd. on behalf of The Blue Mountains Attainable Housing Corporation shall ONLY accept ELECTRONIC PROPOSAL SUBMISSIONS submitted through a wetransfer link to the RFP Coordinator:

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1 INTRODUCTION

1.1 Purpose

The Blue Mountains Attainable Housing Corporation (BMAHC) is seeking a Design-Builder to undertake the design and construction of the Gateway Project (Project), a mixed-use development on the site municipally known as 171 King Street E. in Thornbury, Ontario.

Invitees of the RFP are the prequalified Proponents who were identified through the Request for Prequalification (RFQ) issued on December 16, 2020 as follows: Buttcon Limited, Matheson Constructors Limited, Percon Construction Inc, and R-Hauz Housing Solutions.

1.2 Definitions

The following definitions shall apply throughout the RFP:

“Commercially Confidential” refers to communications which may be held between the Proponents and the evaluation team in confidence prior to Submission to discuss specific items regarding their Proposal.

“Design-Build Agreement” means the construction contract between BMAHC and a Design-Builder where the design and the construction of a structure are the responsibilities of the Design-Builder. The Design-Build Agreement shall be in the form of a CCDC 14-2013 with supplementary conditions as proposed in the Appendix.

“Design-Builder” refers to the successful Proponent whose Proposal is awarded the contract to undertake the services outlined in the RFP.

“Fairness Advisor” refers to an external consultant retained by BMAHC to ensure the selection process is conducted in a fair and transparent manner.

“GFA” refers to gross floor area of building elements.

“Owner” refers to the Blue Mountains Attainable Housing Corporation (BMAHC), a municipal non-profit corporation wholly owned by the Town of The Blue Mountains.

“Project” refers to the Gateway Project being developed by the Owner.

“Proponent” refers to any corporation, company, partnership, trust, sole proprietorship, or individual Bidding on this Proposal.”

“Total Cost to Construct” refers to total cost of construction, including all hard construction costs, contingencies, insurance, and bonding and excluding HST.

1.3 The Corporation

The Blue Mountains Attainable Housing Corporation (“BMAHC”) is a non-profit housing corporation that was established by the Town of the Blue Mountains in 2013. BMAHC has the mandate to increase the supply of healthy, affordable, and sustainable housing units that are affordable to a larger portion of the population. Increasing the range of housing options to meet the diverse needs of current and future residents is vital in delivering on the Town’s goals to attract and retain young adults and families and businesses and future investment for a healthy thriving community and prosperous economy.

BMAHC acts as an advocate, catalyst, and provider of Attainable Housing. BMAHC’s primary focus is to serve the moderate-income population to enable individuals and families to live and retire in the community where they work. BMAHC does this through strategic and financially sustainable investments in housing that will not require ongoing operating subsidies.

1.4 General Project Description

The vision for the Project is an attractive and attainable development featuring sustainable and quality construction and design excellence that relates, responds, and contributes to the local context. The 3-storey mixed-use and mixed-income development will incorporate attainable and market rental housing with ground-floor commercial space and open space opportunities to create an inclusive, and socially and physically connected community. There is strong community interest in the Project due to its prominent and visible location as a ‘gateway’ to the Thornbury community in addition to the Project being the first development by BMAHC.

The Project consists of a mixed-income purpose-built rental building with approximately 84 market and attainable units in a mix of studios, one-, two-, and three-bedroom units. All units will be designed to the same standard regardless of target income with a focus on quality and value. The Project will provide approximately 12,500 sq.ft. of non-residential space at grade for small-scale commercial or institutional uses which may include office, retail, café, community services, or other uses. Indoor and outdoor amenity space and connections to existing trails and community amenities will support a vibrant and connected community.

The site is municipally known as 171 King Street East in Thornbury within the Town of The Blue Mountains, Ontario. The site is approximately 1.11 ha (2.74 acres) in size. The intent is to design and develop the Project as closely as possible to the existing provisions of the Official Plan and Zoning Bylaw.

1.5 Budget Considerations and Limitations

The Project is expected to be funded through grants and financing from the Town of The Blue Mountains (Town) and the Canada Mortgage and Housing Corporation (CMHC).

The land is currently owned by the Town and is expected to be conveyed to BMAHC at a nominal cost prior to start of construction.

BMAHC has secured preconstruction funding from CMHC and the Federation of Canadian Municipalities and has requested additional investments from the Town for working capital, building permit fees, and development charges.

Capital funding is expected to be pursued primarily through CMHC’s National Housing Strategy programs, namely the National Housing Strategy Co-Investment Fund.

CMHC programs have specific minimum built environment and reporting requirements for energy efficiency and accessibility as outlined in the document listed in Appendix E. Proponents’ Proposals will include strategies on meeting and/or exceeding these requirements throughout project stages.

CMHC programs also have specific minimum affordability and financial viability requirements. BMAHC expects to exceed these requirements with at least 50% of units at attainable rents and total residential and commercial revenues adequate to cover all operating, debt servicing, and capital reserve costs.

1.6 Development Schedule

The objective of BMAHC is to start construction no later than spring of 2023 with construction completion by the end of 2024. The following table identifies the anticipated development schedule for the Project.

Milestones	Estimated Date
Select Design-Builder	September 2022
Enter into Design Development Agreement with selected Proponent	September 2022
Submit application for Capital Financing of the Project	September 2022
Complete 50% Design Development	November 2022
Submit Site Plan Application	December 2022
Finalize cost to construct	December 2022
Execute CCDC Agreement with Design-Builder <i>* pending Letter of Intent to fund from CMHC</i>	January 2023
Identify Minor Variances and Submit Committee of Adjustment Application	January 2023
Finalize Construction Drawings	March 2023
Submit application for Building Permit	April 2023
Obtain Site Plan Approval, Building Permit	May 2023
Construction Start	June 2023
Construction Completion no later than	December 2024

BMAHC reserves the right to amend this tentative schedule.

1.7 Design-Build Process

The Design-Build process will be in three phases as outlined below.

1.7.1 RFP Phase

The RFP process and selection of a Design Builder is the first phase. Submission requirements outlined in this RFP include, but are not limited to:

- A proposed design concept and a Class C estimate of cost to construct
- A fixed-price proposal for Preliminary Design Development.

Once the preferred Proponent is selected, they will enter into a fixed-cost agreement with BMAHC for Preliminary Design Development work as described in the second phase below. The concept plan and costing information will inform BMAHC's capital funding application to CMHC that will be submitted upon the selection of the Design-Builder.

1.7.2 Preliminary Design Development Phase

In this phase, design will be developed to 50% Design Development. It is expected the design would be developed collaboratively with BMAHC and select key stakeholders to allow BMAHC to shape the design to meet its needs and vision. The Design-Builder would provide BMAHC with budget updates and have open and transparent discussions regarding any costing and schedule changes related to key design decisions. Upon completion of this stage, the Design-Builder will be expected to establish a firm and committed lump sum cost and schedule proposal based on the proposed design concept and estimate of cost to construct adjusted for changes in scope as approved by BMAHC.

As part of the design development process, the Design-Builder would also be responsible to conduct an energy model that meets the requirements of the CMHC Co-Investment Fund and an energy study that meets the requirements of the Federation of Canadian Municipalities Green Municipal Fund Study grant.

The Design-Builder would be responsible for all work to complete the Site Plan Approval process, addressing comments and making resubmissions as required, and identifying and making applications for any minor variances. The Design-Builder would also be responsible for all Site Plan and application fees and associated securities less any waivers or grants provided by the Town. Final execution of the Site Plan agreements would be the responsibility of BMAHC.

Deliverables for this stage would include:

- 50% Design Development drawings and specifications package for the project site and facility
- a construction management narrative describing the approach to delivering the project
- a committed price proposal for the project
- a committed schedule for the project
- an energy model that meets the requirements of the CMHC Co-investment Fund.
- a completed energy study that meets the requirements of the Federation of Canadian Municipalities Study Grant.
- Site Plan application

The deliverables would inform the negotiation of the Design-Build Agreement in the form of a CCDC14-2013 Design-Build Stipulated Price Contract with supplementary conditions, conditional on initial approval of all required financing in the minimum form of a CMHC Letter of Intent. Proposed supplementary conditions are included in Appendix F.

A funding decision by CMHC would be expected within 90 days from the time of the funding application. Should there be sufficient financing to enable the Project to proceed, the development will move to the next stage. Should there be a funding gap, BMAHC will consult with the Design-Builder and consider other funding options and strategies to achieve financial viability. If a solution is not found, the Project will not proceed.

1.7.3 Detailed Design and Construction Phase

Once the CCDC14 contract is executed, the Design-Builder will be responsible for the detailed design documentation and construction of the project, including providing all labour, equipment and products and obtaining all permits and approvals, bonds, and insurance necessary for the complete performance of the project.

The Design-Builder will continue with the Design Development process building on the work completed to date and in accordance with the committed price. It will be expected that there will be some consultation with user groups and stakeholders and a formal drawing submission process to allow BMAHC the opportunity to formally comment on the design development.

Following Site Plan Approval, the Design-Builder will start making permit submissions to the municipality, assembling the permit submissions to ensure these are complete. The Design-Builder will be responsible for all building permit fees and associated securities less any waivers or grants provided by the Town. The Owner will be responsible for paying all development charges for the project.

Once permits are in place, the Design-Builder will start construction subject to the execution of financing and other documents. The architect of record will conduct regular site inspections and prepare monthly Certificates of Payment and prepare any required change orders for BMAHC review and approval. As required by CMHC, BMAHC will engage a Quantity Surveyor as Project Monitor to formally prepare draw requests from the funder. The Design-Builder will be responsible for the commissioning and the close-out of the site.

2 SUBMISSION PROCESS

2.1 RFP Timeline

The following table includes key dates for responding to and obtaining information about this RFP based on target timelines for the Project. These dates are tentative and subject to change by BMAHC.

Description	Date and Time
Release of RFP	June 17, 2022
Mandatory Proponents Meeting (remote)	June 27, 2022, 10:00 AM EDT
Commercially Confidential Meetings – Round 1	July 18, 2022
Commercially Confidential Meetings – Round 2	August 2, 2022
Commercially Confidential Meetings – Round 3	August 9, 2022
Deadline for Written Questions from Proponents	August 12, 2022, 2:00 PM EDT
Final Addenda and Written Responses to be Issued	August 19, 2022, 5:00 PM EDT
Submission Deadline	September 2, 2022 2:00:00 PM EDT
Interviews	Week of September 12, 2022
Announcement of award of Successful Design-Builder	Week of September 26, 2022

2.2 RFP Coordinator

Any communication and questions regarding this RFP must be sent by email to the RFP Coordinator identified below, clearly identifying in the subject line that it is in relation to the RFP for a Design-Builder for the Gateway Project.

RFP Coordinator: Mylène Vincent, Principal, Real Estate Development, SHS Consulting
mvincent@shs-inc.ca

2.3 Proponents' Meeting

BMAHC will host a mandatory remote Proponents' meeting in accordance with the RFP Timeline. During this information session, Proponents will have an opportunity to receive clarification on anything that is unclear in the RFP. The invitation will be sent to Proponents upon issuance of this RFP.

2.4 Proponent Questions and Responses

Proponents shall submit questions in writing in accordance with the deadlines set out in the RFP Timeline and the following rules:

- a) Proponents are permitted to submit questions categorized as follows:
 - questions that are of general application and that would apply to other Proponents ("General Questions"); and

- questions that the Proponent considers to be commercially sensitive or confidential to that particular Proponent (“Commercially Confidential Questions”).
- b) If BMAHC disagrees with the Proponent’s categorization of a question as a Commercially Confidential Question, BMAHC will give the Proponent an opportunity to either categorize the question as a General Question or to withdraw the question.
- c) If BMAHC determines, in its sole discretion, that a Commercially Confidential Question, even if it is withdrawn by a Proponent, is of general application or would provide a significant clarification of the RFP Documents or RFP Process to Proponents, BMAHC may issue a clarification to Proponents that deals with the same subject matter as the withdrawn Commercially Confidential Question.
- d) If BMAHC agrees with the Proponent’s categorization of a Commercially Confidential Question, then BMAHC will provide a response to that question to only the Proponent that submitted the question.
- e) Responses to questions prepared and circulated by BMAHC are not RFP Documents and do not amend the RFP Documents. If, in BMAHC’s sole discretion, responses to questions require an amendment to the RFP Documents, such amendment will be prepared and circulated by Addendum in accordance with RFP Section 2.6. Only a response to a question that has been incorporated into or issued as an Addendum will modify or amend the RFP Documents and, otherwise, questions will have no force or effect whatsoever and shall not be relied upon by any Proponent.
- f) The RFP Coordinator will review all questions received and prepare a written response in accordance with the schedule set out in the RFP Timeline. BMAHC may, in their sole discretion, distribute responses to questions of a minor or administrative nature to only the Proponent who submitted the minor or administrative question.
- g) The Proponent is responsible to clarify any questions arising from this RFP in accordance with this section before submitting their Proposal.

2.5 Commercially Confidential Meetings

BMAHC may, in its sole discretion, convene commercially confidential meetings with Proponents (“Commercially Confidential Meetings”). These Commercially Confidential Meetings are bilateral meetings between BMAHC and their representatives and Advisors, individual Proponents and their representatives and Advisors, to discuss matters related to the Project including the Agreements and the Proponent’s suggested amendments to the Agreements.

Proponents may request up to three 2-hour sessions, to consult on commercially confidential matters. While attendance at Commercially Confidential Meetings is not mandatory, Proponents are strongly encouraged to attend. Proponents will be advised of the location and time prior to the Commercially Confidential Meeting. A Proponent’s failure to attend a Commercially Confidential Meeting is at the Proponent’s sole risk and responsibility.

For each Commercially Confidential Meeting, the Proponent shall provide names, titles and contact information of the Proponent's representatives who will be attending the Commercially Confidential Meeting. It is strongly recommended Proponents provide an agenda on issues they wish to discuss and/or present to BMAHC at least 48 hours prior to a meeting. The Fairness Advisor will be present. Minutes will be non-binding and will not be issued. Parties may take independent notes.

No statement, consent, waiver, acceptance, approval or anything else said or done in any of these Commercially Confidential Meetings by BMAHC or any of its respective Advisors, employees or representatives shall amend or waive any provision of the RFP Documents, or be binding on BMAHC or be relied upon in any way by Proponents, Proponent team members or their Advisors except when and only to the extent expressly confirmed in an Addendum to the RFP Documents issued in accordance with Section 2.6.

The Proponent, its Proponent team members and their respective Advisors and representatives and any of their attendees at Commercially Confidential Meetings acknowledge and agree that:

- a) any statement made at a Commercially Confidential Meeting by BMAHC or any of its Advisors or representatives is not and shall not be deemed or considered to be an indication of a preference or a rejection by BMAHC of anything said or done by the Proponent, Proponent Team Member or any of their respective Advisors or representatives;
- b) any statement made at a Commercially Confidential Meeting by BMAHC or any of its Advisors or representatives shall not and will not be relied upon in any way by the Proponent, Proponent Team Member or any of their respective Advisors or representatives for any purpose, including any purpose in connection with the RFP, the Draft Agreement, the Project or otherwise, except and only to the extent expressly confirmed by Addendum in accordance with Section 2.6. BMAHC is not under any obligation to confirm any information by Addendum;
- c) BMAHC may share process-related information, including clarifying information, with all Proponents if the need arises;
- d) the Proponent, its Proponent team members and their respective Advisors and representatives shall participate in the Commercially Confidential Meetings in accordance with the guidelines, procedures and processes set out in the RFP;
- e) waive any and all rights to contest and/or protest the RFP and the processes and guidelines set out herein, including the Commercially Confidential Meetings, based on the fact that such Commercially Confidential Meetings occurred or on the basis that information may have been received during a Commercially Confidential Meeting by another Proponent, Proponent Team Member or their respective Advisors or representatives that was not received by the Proponent, Proponent Team Member or any of their respective Advisors or representatives; and
- f) agree that the Proponent, its Proponent Team Members and their respective Advisors and representatives must treat information received at a Commercially Confidential Meeting as Confidential Information. Commercially confidential meetings may be held to resolve issues relating to the RFP requirements, test initial designs for the site and potential future budgeting and answer any questions that might inform a path forward.

2.6 Addenda

Through Addenda, BMAHC may:

- a) respond to questions submitted by Proponents
- b) revise, delete, add to or substitute any part of the Request for Proposals;
- c) extend the Submission Deadline; or
- d) provide a written explanation or interpretation of the Request for Proposals.

No verbal explanation or interpretation by BMAHC, the RFP Coordinator, or any other individual or firm representing BMAHC shall modify any of the requirements or provisions of the Request for Proposals.

It is the Proponent's responsibility to view all applicable Addenda and acknowledge that they have carefully examined all documents contained in the RFP prior to submitting a Proposal.

2.7 Submission Instructions and Deadline

BMAHC shall only accept electronic Submissions via **wetransfer** link (<https://wetransfer.com/>) to the RFP Coordinator identified in Section 2.2.

Submissions submitted by any other method shall be rejected, unless BMAHC has instructed otherwise in a published Addendum.

It is the Proponent's sole responsibility to understand and administer the function of **wetransfer** and BMAHC is not responsible for any loading or transmission errors. The **wetransfer** support page may be found here: <https://wetransfer.zendesk.com/hc/en-us/categories/201255686-Troubleshooting>

Proposals must be received no later than the Submission Deadline of **September 2, 2022, at 2:00:00 PM EDT.**

Receipt of Submissions will be acknowledged by email confirmation.

The determination of whether a submission is received on or before the Submission Deadline shall be based on the time and date indicated by the email server of the RFP Coordinator. By submitting a Proposal, the Proponent acknowledges that it shall have no claim against or entitlement to damages, from BMAHC by reason of BMAHC's rejection of its Proposal or all Proposals.

2.8 Open for Acceptance

All offers provided in the Submission shall be irrevocable and open for acceptance for 90 days from the date of Submission.

2.9 Omission or Errors

An omission or error in connection with Submission Requirements that are not Mandatory Requirements will not lead to the automatic rejection of the submission concerned provided the Proponent remedies the error or omission to the satisfaction of BMAHC within the time determined by

BMAHC, which must be at least two (2) Business Days following the date on which the Respondent receives a written request to that effect from the RFP Coordinator.

2.10 Withdrawal of Proposals

A Proponent may withdraw their Proposal at any time prior to the Submission Deadline.

2.11 Amendment of Proposals

Proponents may amend their Proposals after Submission but only if the Proponent withdraws their original Proposal by notifying the RFP Coordinator in writing and the Proponent submits a revised replacement Proposal in accordance with the RFP Documents and no later than the Submission Deadline.

2.12 One Proposal Per Person or Entity

A person or entity shall submit or participate in only one Proposal either individually or as a participant in a joint venture. No person or entity shall be a subcontractor of a Proponent while submitting a Proposal individually or as a participant in a joint venture in the same RFP Process. If a person or entity submits or participates in more than one Proposal, BMAHC may, in its sole discretion, disqualify all the Proposals submitted by that person or entity or in which that person or entity is a participant.

2.13 Cost of Proposal Submissions

The Proponent is responsible for all costs associated with the preparation and submission of the Proposal. BMAHC will not be liable to pay any such costs or reimburse the Proponents in the event BMAHC decides to reject all Proposals. No honorarium will be issued to Proponents for the preparation of the concept design as a part of this RFP.

2.14 Further Information

Through the review of the Proposals and subsequent finalization of the Agreements with the successful Proponent, BMAHC reserves the right to request further information or clarification of information. BMAHC reserves the right to request new or additional information regarding a Proponent and any individuals or other persons associated with a response.

2.15 Confidentiality

Proponents should be aware that BMAHC is subject to the provision of the Municipal Freedom of Information and Privacy Protection Act (MFIPPA). If the Proponent does not want the documents that are submitted in response to this RFP to be made available to the public, the Proponent shall indicate that the documents are submitted in confidence and that the documents contain trade secrets, technical, commercial, financial, or labour relations information that disclosure of the documents could reasonably be expected to result in harm, as specified in Section 10 of MFIPPA.

2.16 Prohibited Contacts

Prospective Proponents, Proponents and the Successful Proponent shall not contact or make any attempt to contact:

- a) Any Corporation director, officer, employee, subcontractor, agent, representative, consultant/contractor/service provider or volunteer other than the RFP Coordinator, including:
 - SHS Consulting
 - Salter Pilon
 - Robins Appleby, and
 - P1 Consulting
- b) Any other prospective Proponent or other Proponent, except for the purpose of discussing the possibility of submitting a Proposal as a joint venture with respect to the prospective Proponents', Proponents', or the Successful Proponents' Proposals, the RFP Documents, or the RFP Process. For greater clarity, the Proponents invited to respond to the RFP are:
 - Buttcon Limited
 - Matheson Constructors Limited
 - Percon Construction Inc, and
 - R-Hauz Housing Solutions.

2.17 Non-Collusion

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If BMAHC discovers there has been a breach of this requirement at any time, BMAHC reserves the right to disqualify the Proposal or terminate any ensuing agreement.

2.18 Other Conditions

The RFP is also subject to the following conditions:

- a) BMAHC will not accept responsibility for any delays or costs associated with any reviews or approval processes or with the implementation of any mitigating measures.
- b) Proponents are responsible for obtaining their own independent financial, legal, accounting, engineering, technical and other expert advice.
- c) Any written information received by BMAHC from a Proponent pursuant to a request from BMAHC following the Submission Deadline shall be considered as an integral part of the response.
- d) Submissions that are incomplete or illegible or contain reservations or irregularities of any kind may be rejected.
- e) If any Proponent is incorporated, the company shall properly execute the response by authorized signature(s) under corporate seal. In the absence of a corporate seal, an affidavit or other evidence as to the authority of the signatory or the statement "I/We have authority to bind the Company" under the authorized signature(s) may be accepted. In all cases the name

and office of the signatory shall be indicated under the signature. If the Proponent is an individual, the signature shall be duly witnessed.

- f) The data, information and assumptions provided herein have been compiled from sources believed to be reliable and accurate. BMAHC, however, specifically disclaims any responsibility or liability for the accuracy or completeness of such data, information or assumptions or any data or information that BMAHC may provide in the future. A Proponent, prior to submitting its response, shall be solely responsible for making any enquiries necessary to satisfy itself and verify all information upon which reliance shall be made.
- g) BMAHC, in its sole and absolute discretion, may discuss or negotiate with any Proponent, the terms and conditions of its response without any obligation to other Proponents and without giving rise to any rights of other Proponents to amend or negotiate their response.
- h) Neither BMAHC nor its consultants shall have any obligation to notify any of the Proponents of discussions or negotiations with any other Proponent, to invite amended responses from any other Proponents, to disseminate other information disclosed to any one Proponent, or to approve a further Submission made because of such information.
- i) In the event of any discrepancies appearing, or differences of opinion, misunderstanding or dispute arising between the Proponent and BMAHC respecting the intent or meaning of this RFP, or accompanying documents, or as to any omission there from or misstatements therein, the decision and interpretation of BMAHC shall be final and binding upon all parties. There shall be no review or appeal of such decision.
- j) Proponents shall not claim at any time after submitting their responses that there was any misunderstanding regarding conditions of the Proposal, or of conditions to be imposed pursuant to any documents to be entered into by the successful Proponent(s).

2.19 Discretionary Matters

- a) BMAHC may, in its sole discretion, change or discontinue this RFP Process at any time whatsoever.
- b) BMAHC may, in its sole discretion, enter negotiations with any person, whether or not that person is a Proponent, with respect to the services that are the subject of this RFP.
- c) While a Proponent will likely be evaluated more favorably by BMAHC if its Submission is in the format set out in the RFP and meets the requirements of this RFP, a Proponent is not obligated to comply with the RFP format to have its Proposal evaluated by BMAHC.
- d) BMAHC may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the Submission Deadline including information that the Proponent could or should have submitted prior to the Submission Deadline.
- e) BMAHC may, in its sole discretion, decline to evaluate any Submission that, in BMAHC's opinion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

- f) Without limiting the generality of RFP Sections 2, BMAHC may, in its sole discretion and at any time during the RFP Process:
- reject any or all of the Proposals;
 - accept any Proposal;
 - if only one Proposal is received, elect to accept or reject it;
 - elect not to proceed with the RFP;
 - alter the Timeline, the RFP Process or any other aspect of this RFP; and
 - cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

3 SUBMISSION REQUIREMENTS

Submissions must include all items listed in this section to be considered complete.

3.1 Mandatory Requirements

Respondents shall provide each of the Mandatory Requirements. Failure to meet any of the Mandatory Requirements will render the proposal as non-compliant and no further evaluation will be carried out.

3.1.1 Corporate Documents and Demonstration of Financial Capacity

Proponents are to provide the following documents:

- a) Corporate letters patent or articles of incorporation.
- b) Letter from the Proponent's financial institution or from the Proponent's auditor providing assurance that the Proponent has been and is financially viable and solvent as a going concern, and confirmation that the Proponent has the financial capacity to complete the proposed Project and that the undertaking of this Project will not put any undue financial burden on the Proponent.
- c) Letter authorizing BMAHC to procure a written credit report at any time prior to awarding the contract.

3.1.2 Signed Submission Declaration

Proponents are to provide a signed Submission Declaration Form as provided in Appendix A.

3.1.3 Signed Statement of Insurability

Proponents are to provide a signed Statement of Insurability as provided in Appendix B.

3.1.4 Proof of Bonding Ability

Proponents are required to provide a letter from their Bonding/Surety Company licensed to do business in the Province of Ontario stating the Respondent's capacity to obtain 50% Performance Bonds and 50% Labour and Material Payment Bonds for the estimated cost to construct as proposed in Section 3.3.3.

3.1.5 Bid Bond

Proponents must provide a Bid Bond covering the pricing as proposed in Section 3.3.1 for the Preliminary Design Phase of the Design-Build Process for a period of 90 days from the date of Submission.

3.1.6 Health and Safety Certification

Respondents shall include their Health & Safety Policy Statement along with a list of the policies included in the manual. Respondents shall also provide a copy of an active WSIB certificate, and of the WSIB CAD-7 Workers Compensation (or equivalent) injury frequency for the last three (3) years.

3.2 Technical Proposal Requirements

3.2.1 Completed Technical Proposal Submission Form

Proponents must submit a completed Technical Proposal Submission Form found in Appendix C that is to contain the following:

- a) Proponent Information
- b) Design Concept Information
- c) Development Schedule

3.2.2 Concept Drawings

Proponents are to provide the following concept drawings:

- a) Site plan
- b) Typical floor plans
- c) Typical unit layouts
- d) Elevations

3.2.3 Zoning Checklist

Proponents are to provide a zoning checklist for the concept drawings to verify zoning compliance and identify any required variances for the project.

3.2.4 Architectural Design Brief

Proponents are to provide an architectural design brief using the following outline:

- 1) Executive Summary
- 2) Design Approach
 - a) Project goals and objectives
 - b) Site design approach
 - c) Codes and standards
- 3) Architectural finishes
 - a) Exterior finishes and wall and roof systems
 - (i) Description of proposed materials by specification section
 - b) Interior finishes
 - (i) Description of proposed materials by specification section

3.2.5 Structural Brief

Proponents are to provide a structural brief using the following outline:

- 1) Codes and Standards
- 2) Design Conditions
- 3) Description of Structural Framing Systems
- 4) Foundations and Footings
- 5) Superstructure
- 6) Roof Framing

3.2.6 Mechanical Brief

Proponents are to provide a mechanical brief using the following outline:

- 1) Codes and Standards
- 2) Design Conditions
- 3) Mechanical Site Services
- 4) Plumbing
- 5) Purified Water
- 6) Fire Protection
- 7) Fuel Oil System
- 8) Ventilation Heating Cooling
- 9) Vibration Isolation and Noise Control
- 10) Controls
- 11) Metering

3.2.7 Electrical Brief

Proponents are to provide an electrical brief using the following outline:

- 1) Codes Standards and Guidelines
- 2) Utility Incoming Services
- 3) Normal Power
- 4) Emergency Power
- 5) UPS System
- 6) Lighting and Lighting Controls
- 7) Fire Alarm System
- 8) IT Structured Cabling
- 9) Security and Access Control Systems
- 10) AV Systems

3.3 Pricing Proposal Requirements

3.3.1 Fixed Price for Preliminary Design Development and Standard Form Contract

Proponents are to provide a fixed price proposal to complete design to 50% of design development and other work as outlined in Section 1.7.2 of this RFP by completing the Pricing Proposal Submission Form in Appendix D. Proponents are also to provide a standard form contract for this work.

3.3.2 Percentage Markup on Base Construction Costs

Proponents are to provide a fixed percentage markup fee to be charged on all base construction costs by completing the Pricing Proposal Submission Form in Appendix D.

3.3.3 Estimate of Cost to Construct

Proponents must provide an estimate to construct the Project as proposed incorporating all owner's requirements by completing the Pricing Proposal Submission Form in Appendix D.

The estimate should be represented in an elemental format as a total cost and cost/sq.ft (GFA) at a Class C costing. Costs should consider the development schedule and be escalated to meet the target milestones. Escalation costs should not be proposed as a separate item. Costs should exclude HST as it is assumed that HST of 13% will be applied to the total cost to construct.

3.4 Submission Format

All documents shall be in PDF format. Electronic Submissions are to be packaged in a maximum of three files, as follows:

1. Mandatory Requirements
2. Technical Proposal
3. Pricing Proposal

Files are to include the submission packages for each Stage with all required additional documents and shall be labelled *Proponent Name* – RFP Design Build Gateway Project – *Description of file*.

4 EVALUATION PROCESS

4.1 Evaluation Process

BMAHC will conduct the evaluation of Proposals in three stages as outlined below. The Proponent with the highest score will become the Preferred Proponent.

4.1.1 Stage 1: Mandatory Requirements Evaluation

Stage 1 will consist of a review to determine whether Mandatory Submission Requirements have been met. Submissions that do not satisfy all Mandatory Requirements will result in the Proposal being non-compliant and will not be considered in Stage 2 of the evaluation.

Mandatory Requirements	Evaluation
Letters Patent/Articles of Incorporation	Pass/Fail
Letter from the Proponent's financial institution or from the Proponent's auditor	Pass/Fail
Letter authorizing BMAHC to procure a written credit report	Pass/Fail
Signed Submission Declaration	Pass/Fail
Signed Statement of Insurability	Pass/Fail
Proof of Bonding Ability	Pass/Fail
Bid Bond	Pass/Fail
Corporate Health and Safety Policy Statement	Pass/Fail
List of Health and Safety Policies	Pass/Fail
Current WSIB certificate	Pass/Fail
WSIB CAD-7 for the most recent 3-year period	Pass/Fail
Attendance at Mandatory Proponents' Meeting	Pass/Fail

4.1.2 Stage 2: Technical Proposal Evaluation

In Stage 2, BMAHC will evaluate each qualified Submission based on the mandatory criteria below.

Mandatory Criteria	Evaluation
Qualifications and relevant experience Demonstration of no material changes to the team composition, experience or approach that would hinder successful completion of the project.	Pass/Fail
Compliance of design to Official Plan and Zoning Bylaw Only minor variances may be permitted.	Pass/Fail
Meet CMHC minimum built environment requirements for energy efficiency and accessibility See minimum requirements in document listed in Appendix E	Pass/Fail

Submissions that meet the mandatory criteria will be evaluated based on the rated criteria below.

Rated Criteria	Maximum Points (Weight)
Unit targets and design Achievement of unit targets and demonstration of building efficiency, functional layouts, flexible non-residential space, universal and accessible design, and appropriate and adequate amenities and parking for a marketable and financially sustainable development.	25
Sustainability Level of energy efficiency and reduction of greenhouse gas emissions (10) Incorporation of sustainability features resulting in low-impact development (10)	20
Local Context and Priorities Demonstrates design that relates, responds, and contributes to local context and priorities and supports a vibrant and connected community.	20
Quality of Construction Demonstrates high quality and cost-effective construction in relation to meeting and exceeding fit, finish, and other standards.	20
Schedule and Approach Meets/exceeds development schedule (5) Plans for use of contractors and suppliers local to the County of Grey or Simcoe (5)	10
Innovation Demonstration of value-added design and construction innovations.	5
TOTAL	100

Proposals meeting a minimum score of 60 points will proceed to Evaluation Stage 3. For those scores qualifying for Evaluation Stage 3, the score of Evaluation Stage 2 will be prorated to comprise 70% of a Proponent's Total Score. This will be added to the score of Evaluation Stage 3.

4.1.3 Stage 3: Proposed Pricing Evaluation

Pricing will comprise 30% of a Total Score. Pricing will be evaluated as follows:

Criteria	Maximum Points (Weight)
Fixed price to complete Preliminary Design Development	10
Percentage markup on base construction costs	5
Estimate of Cost to Construct	15

4.2 Award in the Event of a Tie

Should the Total Scores of two or more leading Proponents be tied, a decision will be made based on the highest Evaluation Stage 2 Rated Criteria Score. Should that also be tied, the lower estimate of cost to construct will determine the award.

4.3 Discretion of BMAHC in Evaluation

Without limiting the generality of the RFP, BMAHC shall determine, in its sole discretion:

- the membership of the Evaluation Team
- the Rated Criteria Score of a Proponent
- the Price Score of a Proponent
- the rankings of the Proponent
- whether a Proposal or a Proponent is disqualified or will cease to be considered in the evaluation process.

4.4 Disqualification

BMAHC may, in its sole discretion, disqualify a Proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the agreement by BMAHC, if:

- a) The Proponent fails to cooperate in any attempt by BMAHC to verify any information provided by the Proponent in its Proposal.
- b) The Proponent contravenes Section 2.12 One Proposal per Person or Entity or Section 2.16 Prohibited Contacts.
- c) The Proponent fails to comply with the laws of the Province of Ontario or of Canada as applicable.
- d) The Proposal contains false or misleading information.
- e) The Proposal, in the opinion of BMAHC, reveals a material conflict of interest that might compromise the performance of the work.
- f) There is evidence that the Proponent, its employees, agents, consultants/ contractors/ service providers or representatives colluded with one or more other Proponents or any of its or their respective employees, agents, consultants/contractors/service providers or representatives in the preparation or Submission of Proposals.
- g) The Proponent has breached any agreement with BMAHC.
- h) The Proponent has breached an agreement for services similar to the services requested under this RFP with an entity other than BMAHC.
- i) The Proponent has been convicted of an offence in connection with, or any services rendered to BMAHC.

- j) The Proponent was convicted of a criminal offence within the three years immediately prior to the Submission Deadline.

4.5 Negotiations with Successful Proponent

BMAHC will notify the Proponent, in writing, that it has been selected to enter negotiations with BMAHC. After notification, BMAHC will arrange to commence negotiations. BMAHC may withdraw from negotiations at any time.

Following the notice of award, the successful Proponent and BMAHC will enter into an Agreement for the Preliminary Design Development phase of the Project. Negotiations regarding the terms of an Agreement shall be concluded within 30 days of the award of the Project by BMAHC to the successful Proponent.

Upon completion of the Preliminary Design Development phase, it is intended that a CCDC 14-2013 Design-Build Stipulated Price Contract with supplementary conditions as proposed in the Appendix will be executed between BMAHC and the successful Proponent. The CCDC 14-2013 Design-Build Stipulated Price Contract will be conditional upon approval of all required financing as outlined in Section 1.7.2

4.6 Notification

All Proponents shall be notified by BMAHC in writing of the outcome of the RFP Process.

5 OWNER'S REQUIREMENTS

5.1 Site

The site is municipally known as 171 King Street East in Thornbury within the Town of The Blue Mountains, Ontario. The legal description of the site is all of Lots 5, 6 & 7 north-east side of Arthur Street and parts of Lots 5,6, & 7 south west side of King Street, geographic Town of Thornbury, Town of The Blue Mountains, County of Grey. The site is generally bounded by Grey Street South to the southeast, King Street East (Highway 26) to the northeast, Arthur Street unopened right-of-way to the southwest, and an existing residential property and the Beaver motel to the northwest.

The site is approximately 1.11 ha (2.74 acres) in size with 104.8m of front-yard frontage along King Street East and 77.8 m of frontage along the flankage lot line directed towards Grey Street South. The eastern portion was occupied by a vacant commercial grocery store with a large surface parking lot located to its west. A woodlot occupies approximately 40% of the site. There is currently one vehicular access point along King Street East.

A range of land uses, lot types and building forms can be found in the surrounding community consisting of various setbacks and lot widths. Buildings immediately surrounding the site along King Street East are low-rise commercial or institutional buildings with intermittent residential land uses. A residential community consisting of single-detached homes is located south of the site beyond the existing woodlot. To the south and southeast is an existing wastewater treatment facility.

The following site studies have been completed or commissioned by the Town and BMAHC and will be made available to all Proponents. The studies should be carefully reviewed to ensure recommendations are considered in design. Please note that some studies assume four- or five-storey buildings and higher unit counts. Where assumptions contradict the parameters outlined in this RFP, the assumptions in the RFP will apply.

- Reference Plan
- Functional Servicing and Stormwater Management Report
- Traffic Impact Study
- Noise Feasibility Study
- Land Use Compatibility - D-2 assessment
- Phase One and Phase Two Environmental Site Assessment reports
- Geotechnical Report
- Hydrogeological Study
- Stage 1-2 Archaeological Property Assessment

5.2 General Design Principles and Objectives

Our objective is to design and construct an attainable, quality, functionally efficient, sustainable, and cost-effective mixed-use development that provides a high quality of life for its residents, complements the local context, and responds to the site's prominent location. A priority for BMAHC is to maximize the number of dwelling units while minimizing the development footprint within current zoning

requirements. The Project must be financially sustainable. BMAHC is also interested in design options that would allow for the addition of up to two extra floors in the future.

Proponents are encouraged to be innovative and creative with their Proposals. Consideration is to be given to the Gateway Urban Design and Architectural Control Guidelines developed by a community task force that communicate the community's aspirations and expectations for the Project. Proponents are expected to respect these Guidelines where possible in the design of the Project, but they are not intended to be prescriptive. Consideration is also to be given to the Town of The Blue Mountains Community Design Guidelines.

5.3 Official Plan and Zoning Requirements

- a. The land is designated in the Town Official Plan as Thornbury/Clarksburg Settlement Area – Downtown Area. The proposed development is to comply with the existing provisions of the Official Plan.
- b. The lands are zoned in the Town Zoning By-law as Village Commercial (C1) and are within holding zone areas h5 and h4a. The proposed development is to meet the provisions of the Zoning Bylaw with no more than a minor variance permitted for specific relief as outlined below.
 - i. A variance or Section 40 Agreement is expected for reduced parking requirements.
 - ii. A variance may be explored to setbacks if minor and it would not affect proximity to the stormwater management plant.
 - iii. Variances are not to be pursued in relation to the maximum height of 3 storeys or the restriction on residential units on the ground floor.
 - iv. The Proponent may identify other variances for consideration by BMAHC.

5.4 Site Planning Principles

- a. A careful analysis of the site should be undertaken to determine the best location for the building(s) on the site. Factors such as topography, existing vegetation, site drainage, vehicular access, pedestrian access, fire truck access, location of services, required setbacks, relationship to neighbouring buildings, and solar orientation must all be taken into consideration.
- b. Building location and orientation should be optimized in consideration of sustainability principles and ensuring a positive relationship between built form and open space by considering compatibility, shadowing, wind and views in massing and orientation.
- c. Site development and stormwater management design should integrate the use of low impact development principles.

5.5 Building Design Principles

- a. Buildings should be spatially efficient and designed to maximize the ratio of residential and commercial leased areas to amenity, circulation, and service areas.
- b. Building materials and finishes should be durable and require low maintenance and consider the requirements of the users, availability of maintenance products, and overall life cycle costs.
- c. Building forms and design should integrate the use of sustainable design principles and optimize envelope design, building massing and orientation, low-demand fixtures, use of renewable

sources of energy and locally sourced materials and other such measures to reduce demand on fossil-fuel based energy and reduce greenhouse gas emissions.

- d. Building form, massing, architectural style, materials, and landscape design should complement the cultural and natural heritage to foster a strong sense of civic identity, and consider the surrounding neighbourhood context, emerging character of the King Street East corridor, and the prominent Gateway location
- e. Commercial uses should be oriented toward the public realm with the use of elements such as massing, materials, windows, canopies or simply different colour schemes to ensure commercial spaces are identifiable and visually distinct from residential spaces.
- f. Strong attention should be paid to universal design to support accessibility for everyone.

5.6 Project Size and Unit Mix

The Project is intended to be a mixed-use development with residential and small-scale commercial and institutional use and targets the completion of the following elements:

- a. Ground-floor commercial space totaling approximately 12,500 sq.ft. of which 2,500 sq. ft. is to be finished and 10,000 sq.ft. provided as shell space.
- b. Approximately 84 self-contained units (+/-10%) on the second and third floors.
- c. Residential units shall be a mix of studio, one-bedroom, two-bedroom and three-bedroom units of which:
 - i. No more than 10% of units shall be studio units
 - ii. Approximately 40-45% of units shall be studio and one-bedroom units combined
 - iii. Approximately 45-50% of units shall be two-bedroom units
 - iv. No more than 10% of units shall be three-bedroom units
- d. Approximately 5% of units shall be barrier-free to Table A of the CMHC National Housing Co-Investment Fund Minimum Accessibility and Environmental requirements.
- e. Sufficient amenity spaces to accommodate the above housing mix located on any floor of the building, including at ground level.

5.7 Building Common Areas

5.7.1 Indoor amenity spaces for residents' use

- a. The building will provide tenant common amenities such as a secure bicycle lock-up and secure heated storage for tenant use.
- b. Other amenity spaces may be proposed, ideally multi-purpose or other creative solutions that increase tenant livability and reflect the local lifestyle.
- c. Indoor amenity areas should be centrally located, adjacent to outdoor common space, and ideally located on the ground floor.

5.7.2 Service Areas for maintenance and building services and storage

- a. Service areas should be clearly identified in the drawings, and should include:
 - o Equipment/supply storage
 - o Maintenance office/workshop

- Janitor closet with mop faucet with a minimum of one in the commercial area and one in the residential area ideally located close to the elevator.
 - Postal services according to Canada Post requirements for development size and type
 - Utility/EMS lock boxes
 - Mechanical and electrical rooms, as needed
- b. Provide adequate waste and recycling rooms or waste/recycling solutions in a conveniently located area
- Where feasible, integrate waste storage areas into the building façade.
 - When waste storage areas are external, they will be enclosed or screened from public view, oriented at the buildings' rear and away from the public road. Inground waste management systems such as Earthbins may be considered
 - Wherever possible, loading and garbage areas will be separate for residential and commercial areas
 - Garbage chutes should not be proposed

5.7.3 Circulation and Access

- a. Entrance(s) to residential areas should be secured and would ideally consist of a vestibule.
- b. One residential entrance shall be identified as the main entrance and equipped with communications/access equipment connectable to mobile phone systems.
- c. Corridors shall meet universal design requirements.
- d. Stairwells shall be proposed, strategically placed in visible and central areas, and should be inviting spaces to encourage regular use rather than emergency use only.
- e. Natural light in corridors and stairwells is preferred.

5.7.4 Outdoor Spaces

- a. Projects should incorporate an outdoor open area that is universally accessible from the main building and promotes positive social interactions. Rooftop amenity areas may be considered.
- b. Exterior bike parking should be provided.
- c. Creative solutions to enhance indoor-outdoor connections and support healthy and pet-friendly lifestyles are encouraged.

5.7.5 Parking

- a. All parking provided should be surface parking. Use of low maintenance permeable surfaces is encouraged. Any surface proposed should be easily cleared of snow and avoid weed growth
- b. Parking should be located to the rear of the building. Where parking is exposed to a public street, it will be screened through low maintenance landscaping or architecturally appealing fixtures.
- c. Parking variances to the existing zoning bylaw are to be verified by a parking study to be performed by the Proponent. Parking will be no less than the following parking ratios unless supported by a parking study:
 - 0.8 spaces per studio/1-bedroom unit
 - 1 space per 2-bedroom/3-bedroom unit
 - 1 space per 33 sq.m. of non-residential space

- d. There should be provision for adequate electric vehicle parking and charging stations.
- e. Commercial and accessible parking areas should be shown.

5.8 Dwelling Unit Design

5.8.1 Dwelling Unit Floor Areas

- a. Units shall be modest in size and fall within 10% of the following average unit sizes:
 - i. Studio: 450 sq.ft.
 - ii. One-bedroom: 550 sq.ft.
 - iii. Two-bedroom: 700 sq.ft.
 - iv. Three-bedroom: 1,000 sq.ft.
- b. Barrier-free units may average up to 10% larger floor area than the above-noted sizes.

5.8.2 Unit Layouts

- a. The design and layout of interior spaces shall provide a high standard of living for individuals and families with a functional and efficient use of space including storage and in-suite laundry. A furniture layout to scale is to be provided to ensure functionality and accessibility.
- b. A typical unit bathroom would include a toilet, sink with vanity, and a low-threshold shower for studios and one-bedroom units, and a tub with a shower head for two- and three-bedroom units. A powder room or second bathroom with shower is preferred for three-bedroom units and may be considered for some two-bedroom units.
- c. Provision of private outdoor space for all residential units is preferred although alternative approaches may be proposed in consideration of thermal efficiency and overall life cycle and maintenance cost, including the provision of enhanced common outdoor space. Balconets will be considered.

5.8.3 Appliances

- a. Units will be equipped with a full range of energy star compliant appliances with the make and model to be verified and approved by the Owner:
 - i. AODA compliant built-in dishwasher except for studio and 1-bedroom units where dishwashers are not required, but preferred.
 - ii. 24-30" wide range no coils, or in barrier-free units, a 4-burner cooktop of the same width and power requirements as proposed range to allow for convertibility, and a wall oven with side opening door
 - iii. 24-30" wide range hood, vented
 - iv. 30-36" wide bottom-mount refrigerator
 - v. Stackable washer and dryer laundry units, or in barrier-free units, side-by-side front loading washer and dryer.

5.9 Dwelling Unit Finishes and Materials

5.9.1 General

- a. Ease of maintenance, durability, environmental performance, health and safety, and cost effectiveness are the prime considerations when choosing materials and finishes.

5.9.2 Flooring

- a. The building will be finished with hard surface flooring throughout. There is to be no carpet or carpet tile in the Project.
- b. Commercial grade, glue-down resilient Luxury Vinyl Plank will be used in most areas including hallways and inside units. The material will be scratch resistant. Colours will be selected during design development with the Owner's input. The base specification is Gerflor Creation 55 Direct Glue Down, 2.5 mm thick, Thickness of Wear Layer 0.55 Heavy Commercial 10-year warranty. Plank sizes min. 184mm X 1219mm. Three colour options from full standard range or equivalent by others.
- c. Porcelain tile shall be used in high traffic areas (vestibule, elevator, stairwell base) and unit bathrooms. The base specification is Revigres Omnistone as distributed by Holten Impex, Full body colour through porcelain tile, rectified tile, size 300mm X 600mm, R10 slip resistance, or equivalent by others.
- d. Grout shall be a Kiesel product suitable for the tile used and compatible accordingly, or equivalent by others.
- e. Bathroom floors will be waterproofed with an underlay. The underlay is to cover the entirety of the bathroom floor and reach 4" in height along bathroom walls. The base specification is Schluter Kerdi Waterproofing Membrane 8mil thickness, or equivalent by others.
- f. Transitions will be minimized to maximize accessibility

5.9.3 Cabinetry and Counters

- a. Cabinets may consist of a particle board frame with a melamine finish. Edges are to be heat sealed.
- b. Colour will be selected during design development with BMAHC's input and be consistent throughout the building. To contain costs, colour selection will be made from readily available selections.
- c. Counters are to consist of a solid surface material and shall not be laminate or quartz. The base specification is Solid Polymer Surfacing Countertops: Avonite Colour: Mellow 7749, Thickness: 12mm, Edge Profile: Stacked Edge Build Up – 40mm, Sheet Size: 762mm X 3658mm, Class A Fire Rating, or equivalent by others.

5.9.4 Lighting

- a. All lighting will be energy efficient (i.e. LED or equivalent) and will have full daylight spectrum capabilities.
- b. Suite lighting will have warm colour option
- c. The use of down-lighting, where appropriate (i.e. kitchen, bathroom) is encouraged – any downlighting solutions shall have long-term ease of replacement.

- d. Common space lighting shall be connected to a centralized system and scheduled to dim according to ambient lighting conditions with manual override.

5.10 Commercial Space Design

- a. The space should be designed with flexibility to meet needs of changing tenant groups for this use with appropriate mechanical, electrical and telecommunication systems that allow flexibility to incorporate additional services including washrooms.
- b. The space needs to be capable of demising into smaller spaces
- c. The floor-to-floor structural minimum should allow for adequate accommodation of mechanical and electrical systems and allow adequate clear ceiling height from floor to approximate location.
- d. Storefront fenestration patterns should have generous amounts of clear glass and be designed to incorporate street visibility where possible, thereby helping to provide “community eyes” and make these spaces more comfortable and safer.
- e. Typical signage should be illustrated.

5.11 Exterior Finishes and Materials

- a. The proposed building should be designed to have quality, durable materials that will contribute to the longevity/durability of the proposed Project. Colours and styles are to reflect the local context as outlined in the Design Guidelines.

5.12 Universal Design and Accessibility

- a. The Project intends to pursue National Housing Co-Investment Funding (NHCF) for capital funding which has minimum requirements for accessibility.
- b. To meet the minimum requirements, the entire project, including common areas and dwelling units, shall have full universal design and meet the universal standards in Table C of the CMHC Accessibility Requirements documents to meet the minimum funding requirements.
- c. To exceed the requirements, approximately 5% of the dwelling units shall be barrier-free and meet the accessibility standards in Table A of the CMHC Accessibility Requirements documents.
- d. Accessible units will meet or exceed Ontario’s accessibility design standards.

5.13 Building Systems

5.13.1 Building Envelope

- a. The Proponent is to provide narrative on massing, building orientation, effective building envelope thermal performance, window location, quality and quantity, solarshading, reduction/elimination of thermal bridging and air tightness.

5.13.2 Building and Energy Performance Mechanical and Electrical Systems

- a. The Project intends to pursue the CMHC National Housing Co-Investment Fund (NHCF) for capital funding which has minimum requirements for energy efficiency, savings on greenhouse

gas emissions and reporting as outlined in the CMHC NHCF Program Requirements. Proponents must demonstrate the levels expected to be achieved in the Project.

- b. The Project is intended to supply year-round temperate and dehumidified air in all occupied spaces.
- c. The Proponent is required to describe additional energy efficiency measures that can be incorporated into the Project, including any proposed low impact civil design elements.
- d. For the purposes of this RFP, only a preliminary energy savings level must be identified to be further verified through design development. A design energy model will be required at 50% design development, at the latest.
- e. Blower door testing should be scheduled during construction, to support any as-built reporting and demonstrate the effectiveness of the building envelope.
- f. It is the responsibility of the Proponent to ensure all requirements for mechanical systems outlined in the Ontario Building Code are fully met.
- g. The Proponent is required to outline a plan with respect to major mechanical systems for heating, cooling, supply of fresh air, delivery of hot and cold water.
- h. It is the responsibility of the Proponent to select the preferred approach to energy savings. Proponents shall consider complexity of systems (minimized), longevity of useful life (maximized) and cost of operating mechanical systems (minimized), and tenant wellness (maximized) when selecting a recommended approach.
- i. Proponents are encouraged to utilize mechanical systems which will enable submetering of utilities to tenants where possible.
- j. Tenants in the building will be responsible for their own Cable TV and Internet.
- k. Each unit is to be provided with individual heating/cooling controls as outlined below.

5.13.3 Utilities and Services

- a. Utilities are to be metered to residential and commercial tenants where feasible.
- b. Suites are to be equipped with either Fibre Optic or Cable utility. For clarity, units shall not be equipped with analog telephone infrastructure.
- c. A mail room to Canada Post standards for the building size shall be supplied

5.13.4 Controls

- a. There shall be a centralized building automation system (BAS), accessible remotely and zoned appropriately, such as Honeywell Total Connect Comfort or equivalent.
- b. Include suite controls that can be locked for tenant adjustment of +/- x oC

5.13.5 Elevators

- a. Elevators are to facilitate adequate transportation for persons of all abilities.
- b. One elevator should be suitable in size and weight capacity to accommodate move-in/out activities. Base specification shall be based on a Holeless Hydraulic Elevator – model 330A Holeless Hydraulic by Schindler, or equivalent by others (Delta Elevator Company, Federal Elevator, Otis Elevators and Thyssenrupp Elevator).

- c. Rated capacity shall be a minimum of 1588 kg, with a minimum speed of 100 feet per minute. Clear door openings shall be a minimum of 1219mm wide x 21343mm high, with a minimum cab height of 2438mm.

5.13.6 Security

- a. Provide door access system with remote connectivity (telephone/mobile) for suite access.
- b. Provide a tiered key system that will facilitate residential (AAA), site (AA) and organizational master key (A)
- c. Security cameras connected to an open-source system and strategically placed for adequate outdoor and common space security throughout the building. No cameras are required in the elevators. At a minimum, locate cameras in the following areas:
 - o main entry points into the building, including all exit and entry areas
 - o common hallways
 - o main lobby
 - o staircases
 - o exterior parking area
 - o common rooms
 - o any exterior storage areas

5.13.7 Fire and Life Safety Measures

- a. It is the responsibility of the Proponent to ensure all life safety system requirements of the Ontario Building Code and the Town of the Blue Mountains are met. Adequate fire safety equipment for the size and form of building proposed, including any smoke and CO detectors in each unit

5.14 Landscape Design

- a. A publicly accessible outdoor plaza could be considered to offer a sense of arrival from the east and offer passive recreation opportunities for residents and visitors.
- b. Open space networks could connect to any existing and emerging trail networks to pursue a continuous linear open space system that integrates the Georgian Trail along the former CN rail line.
- c. There is a strong desire to retain as many trees as feasible and to plant additional trees where suitable.
- d. Landscape plantings should be native, non-invasive, low-maintenance, salt-tolerant, and suited to the soil condition. They shall provide visual interest on-site through coniferous and deciduous plantings and species that change their appearance seasonally.
- e. Native plantings should form the majority of the landscape vegetation throughout the whole site, with choices to provide colour and texture throughout the four seasons.
- f. Particular attention should be given to a wide variety of beneficial insect and pollinator species to continue the pollinator pathway efforts from Collingwood to Owen Sound.
- g. Landscape plantings in the yards should be visible from streets, sidewalks, and/or other public spaces that are abutting adjacent properties, common outdoor areas and surface parking lots.

- h. Street trees should be planted along sidewalks, walkways, and near parking spaces. The location of street trees should be coordinated with the location of street amenities and underground utilities.
- i. Street trees should be placed approximately 8 to 10 metres apart (on-centre), in a consistent and rhythmic pattern along the street edge to provide a visually consistent and traffic calming effect.
- j. Street trees will provide a canopy of shade in the summer and will not drop cones, sap, fruit or seedlings on the street.
- k. Choose tree species based on their ultimate height and ensure overhead utilities remain uninterrupted for the tree's growth duration.
- l. Ensure trees have an adequately sized planting area for healthy root growth.

Appendix A: Submission Declaration Form

This form must be completed in full.

I/We _____
have authority to bind the Corporation.

I/(We) have carefully examined all documents contained in the Request for Proposal, including Addendum/Addenda No. _____ to _____*inclusive.

***The Proponent will insert here the number(s) of the Addendum/Addenda received during the bidding period and considered in preparing the Request for Proposal.**

I/We declare that, to the best of my/our knowledge, a conflict of interest does not exist that may affect my/our performance of the work.

I/We declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this request for proposal.

I/We further declare that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair without collusion for fraud.

I/We agree that we have reviewed and understand the proposal documents and I/We are capable and willing to perform the requirements of the proposal and where the proposal is submitted by a Corporation, it must be signed by a duly authorized officer of the company.

Proposal Submitted by:

Name of Signing Officer

Date: _____

Signature: _____

Name of Contact regarding questions of the Proposal Submission, if different than above

Phone Number: _____

Email Address: _____

Appendix B: Statement of Insurability

We, the undersigned, (the Underwriters or Brokers) hereby verify to The Blue Mountains Attainable Housing Corporation (BMAHC) that _____ (Name of Respondent) can obtain the following insurance coverage as outlined below should the Respondent be awarded a Contract with BMAHC for the design and construction of BMAHC's proposed Gateway Attainable Housing Project.

Commercial General Liability Insurance

Commercial General Liability insurance shall include, as Additional Insureds, and the Project lender, with limits of not less than \$5 million (\$5,000,000) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof. Where such policy has a General Aggregate, the minimum acceptable aggregate shall be \$10 million (\$10,000,000). The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Owner's & Contractor's Protective, Products & Completed Operations coverage (12 months) and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

Automobile Liability Insurance

Standard owner's form Automobile liability insurance in respect of licensed vehicles which shall have limits of not less than \$5 million (\$5,000,000) inclusive per occurrence for third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Respondent.

Contractor's Pollution Liability Insurance

Contractor's Pollution Liability with limits of not less than \$5 million (\$5,000,000) with and the Project lender added as Additional insureds. This policy shall be maintained from the commencement of the Work after Substantial Performance of the Work has been attained, as set out in the Certificate of Substantial Performance of the Work.

The form of Contractor's Pollution Liability may be an occurrence or claims-made form. Should the policy be on a claims-made form, then the Design-Builder must provide a two-year extended reporting period.

Single Project Professional Liability Insurance

Single Project Professional liability insurance in the names of the Design-Builder's consultants and their sub consultants and Subcontractors to a limit of not less than \$5 million (\$5,000,000) per claim and with a deductible of no greater than \$50,000 per claim or occurrence and shall be in a form acceptable to BMAHC, and the Project lender. The coverage under this policy shall be maintained continuously from the first design date until not less than three years after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work, and shall cover losses arising out of an error or omission in the rendering of or failure to render the Design Professional Services in connection with the Work at any time including at any time prior to the execution of the Contract. BMAHC, BMAHC's Consultants, and the Design-Builder shall be added to the policy but only for their vicarious liability arising from errors and omissions of the named insureds under the policy. The Design-Builder shall use reasonable efforts to have the professional liability insurance policy not include any exclusions or prohibitions of a claim by the Design-Builder

under the Policy against the Design-Builder's consultants as a result of errors or omissions by the Design-Builder's consultants. In the event that the Design-Builder is not able to purchase a professional liability insurance policy which does not include the above-noted exclusions or prohibitions, the Design-Builder shall be entitled to purchase insurance to protect against such exclusions or prohibitions and the Guaranteed Maximum Price shall be increased by the cost of same.

Design-Builder's Equipment Insurance

All Risks Contractors equipment insurance covering construction machinery and equipment used by the Design-Builder for the performance of the Work, including boiler insurance on temporary boilers and pressure vehicles shall be in a form acceptable to BMAHC, the Project lender and the Design-Builder and shall not allow subrogation claims by the insurer against BMAHC, and the Project lender. Subject to satisfactory proof of financial capability by the Design-Builder for self-insurance of its equipment, BMAHC may waive the equipment insurance requirement and thereupon, for the purpose of this specific equipment insurance, the Design-Builder shall be deemed to be insured by virtue of such self-insurance. This policy shall be amended to provide permission for the Design-Builder to grant prior releases with respect to damage to the Design-Builder's equipment.

It is noted that the form of all insurance to be provided, shall in all respects be satisfactory to BMAHC and the Project lender's insurance consultant and shall be for such coverages and amounts and with such deductibles as insured as determined by the parties noted above. All policies shall be endorsed to provide all parties with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.

It is noted that other insurance coverages or changes in these requirements may be required of the successful Design-Builder once all of the specifics of the Project have been identified and the Contract is signed.

The Design-Builder shall take out and maintain throughout the term of the contract the following insurance, all in a form and with insurers acceptable to BMAHC, and the Project lender:

- a) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction Project, including a negotiated sub-limit for earthquake and flood.

The policy must include the following:

- (i) replacement cost value;
- (ii) stated amount of co-insurance;
- (iii) waiver of subrogation; and
- (iv) loss payable in favour of BMAHC, and the Project lender

- b) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis.

The policy must include the following:

- (i) repair and/or replacement value;
- (ii) stated amount co-insurance;
- (iii) waiver of subrogation; and
- (iv) loss payable in favour of BMAHC, and the Project lender

- c) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) products and completed operations aggregate. The insurance shall be in the joint names of BMAHC, and the Project lender, designated consultants, designated contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other persons which or the Project lender may require to be added as insured parties

The policy must include the following:

- (i) premises and operations;
 - (ii) Owner's and contractor's protective liability;
 - (iii) broad form products and completed operations liability;
 - (iv) cross liability;
 - (v) blanket written and oral contractual liability;
 - (vi) all risks tenant's legal liability;
 - (vii) hoist liability;
 - (viii) fire fighting and forest fire fighting expense liability;
 - (ix) employer's liability and voluntary compensation;
 - (x) non-owned automobile liability;
 - (xi) directors, officers, employees, shareholders, legislators and officials involved in the Project added as insureds and/or additional insureds;
 - (xii) shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
 - (xiii) sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
 - (xiv) thirty (30) days written notice of cancellation.
- (d) Professional Errors and Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Design-Build, in the amount of not less than two million dollars (\$2,000,000) per claim and in the annual aggregate.
- (e) Automobile Insurance as per statutory requirements in Ontario, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit of not less than two million dollars (\$2,000,000) per occurrence, including Accident Benefits and where applicable, Section 7, Loss or Damage Coverage.
- (f) Proof of WSIB Coverage - If the contractor does not provide a policy endorsement for Employer's Liability and Voluntary Compensation, the contractor shall submit a valid Clearance Certificate of WSIB coverage to BMAHC, prior to the commencement date of the Design-Build Agreement. The contractor shall ensure that each subcontractor complies with the WSIB requirements set out in this paragraph.

- (g) Proof of Insurance - The contractor shall provide BMAHC, and the Project lender with a valid Certificate of Insurance and a renewal replacement as may be necessary, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy (ies), prior to the commencement of the Design-Build Agreement. The contractor shall ensure that each subcontractor complies with the insurance requirements set out in the respective agreements by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.

All deductibles and/or self-insured retentions are the responsibility of the Design-Builder.

It shall be the sole responsibility of the Design-Builder to determine what additional insurance coverages, if any, are necessary and advisable for its own protection and/or to fulfil its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Design-Builder.

If this form is being completed by a Broker, the Broker shall list the name and address of the Insurance Company(s) from which the above cited coverage(s) will be provided. If this form is being completed by an Insurance Company, the Insurance Company shall provide the name and address of the firm.

DATED this ____ day of ____, 20____.

Name of Underwriter/Broker

Signature of Authorized Person Signing (Broker or Insurer)

Printed Name

Title

Address of Local Office

Appendix C: Technical Proposal Submission Form

1.0 Proponent Information

Contact Information

Provide contact information for your corporation as requested below.

Legal Name of the Proponent:	
No.	Street
City/Town	Province
Contact Person	Position
Telephone	Fax
Email	

Experience and Qualifications of Proponents and Development Team Members

Proponents previously submitted information on the Proponent and Development Team members in the prequalification process. In this section, please state if there has been a material change to the Proponent, Builder or Architect and their qualifications and experience that may hinder or enhance successful completion of the Project, including a change in ownership, volume of work, size of staff, senior staff members, project team members, or construction management and design coordination approach.

Senior Staff and Development Team members

List senior staff and development team members who will be directly involved in the proposed Project and attach a brief curriculum vitae and references.

Name	Title

Similar Project Experience and References:

Proponents previously submitted a detailed description and references for three similar projects. If applicable, please provide information on additional recently completed relevant projects by the builder and architect that were not included in your prequalification submission.

Project Name:	
Description of project including size, location, target groups, tenure specific features, etc.:	

Name and contact information of Owner:	
Name and contact information of Design Professional or Contract Administrator:	
Original construction budget:	
Actual construction cost:	
Timeframe for completion:	
Was the project completed on time:	
Other relevant information:	

Project Name:	
Description of project including size, location, target groups, tenure specific features, etc.:	
Name and contact information of Owner:	
Name and contact information of Design Professional or Contract Administrator:	
Original construction budget:	
Actual construction cost:	
Timeframe for completion:	
Was the project completed on time:	
Other relevant information:	

Financial Qualifications

Provide an outline (200 words or less) of your company’s financial qualifications and stability for undertaking the proposed Project given its size, scope and complexity, including a statement of the annual value of construction work in the past year:

2.0 Design Concept

Unit mix and sizes

Provide information on the unit mix by filling out the table below:

Unit Type	Number of Units	Percentage of Total Units	Number of Beds	Number of Barrier Free Units
Studio				
One-bedroom				
Two-bedroom				
Three-bedroom				
Total				

Provide information on unit sizes by filling out the table below:

Unit Type	Average GFA in sq.ft. (standard)	Average GFA in sq.ft. (barrier free)
Studio		
One-bedroom		
Two-bedroom		
Three-bedroom		
Total		

Provide information on the building(s):

	Area in sq.ft.	% of Total Area
Residential Gross Leasable Area		
Non-Residential Gross Leasable Area		
Circulation and Mechanical		
Storage and Resident Amenity		
Total		

Parking requirements

Size	Quantity (units)	Parking (as per Section 5.8 of RFP)	Parking spaces provided
Studio			
One-bedroom			
Two-bedroom			
Three-bedroom			
Non-residential (sq.m.)			
Total			

Amenities and Common Areas

Describe indoor and outdoor amenities and other common areas and how they contribute to quality of life for building residents:

Unit Layouts

Describe how the unit layouts achieve functional efficiency and contribute to quality of life for residents:

Commercial Space

Provide information on the design features of the commercial space and how it will be flexible to meet the needs of changing tenant groups.

Building Materials

Provide details on the specific building materials that will be used in the proposed Project and on how the building design and building materials will reflect the local architectural context and contribute to the longevity/durability of the proposed Project:

Universal Design and Accessibility

Does the design of the proposed Project follow universal design standards per Table C of the CMHC document?

Yes

No, explain:

Does the design of the proposed Project follow universal accessibility standards per Table A of the CMHC document for barrier-free apartment units?

Yes

No, explain:

Describe the accessibility features that will be incorporated in the proposed Project and their marketability:

Energy Efficiency and Mechanical Systems

Identify your experience with energy efficient products relating to heating, cooling, ventilation systems, lighting, windows, appliances, insulation and building envelope:

Identify measures that will be included in the building to increase energy efficiency and decrease green house gas emissions, and any innovative concepts that may be utilized in the design:

Identify measures that will be included in the building to propose a low impact development, and any related innovative concepts that may be utilized in the design:

Provide a description of the major mechanical systems and indicate which utilities will be separately metered or bulk metered:

Specify to what degree the building will meet or exceed the current standards for energy conservation as required by the current Ontario Building Code:

During the design stage, a letter from a qualified professional, such as the Proponent's architect or engineer, will be required to confirm the above will be met.

Servicing Plans

Provide information on how services such as water, sanitary sewer, gas, hydro, cable would be provided to the new building to be developed.

Open Space and Landscaping

Describe the landscape plans for the project and how they respond to the owner's requirements in Section 5 of the RFP.

Innovations

Provide details on any design and/or construction innovations that add value to the Project including design and cost efficiencies, increased quality of experience for users, sustainability, and other Project objectives:

3.0 Development Schedule

Development Plan

Provide information about the development plan of the proposed Project as it relates to the Design-Builder’s responsibilities below.

Proponents are encouraged to provide proposed project schedules and GANTT Charts as they relate to this project as additional information to their packages.

Milestones	Actual or Estimate Date (yy-mm-dd) or indicate N/A
Notice of selection of Design-Builder	September 2022 Responsibility of BMAHC
Negotiation of Design Development agreement	
Finalize Concept	
Submit Application for Capital Funding	Responsibility of BMAHC
Complete design development to 50%	
Commission additional Site Studies, as required	
Submit Application for Site Plan Approval	
Submit Application for Minor Variance(s) if required	
Execute CCDC Agreement with Design-Builder	Responsibility of Selected Proponent and BMAHC
Finalize Design Development	
Obtain Site Plan Approval, Execute Agreement	
Finalize Working Drawings, Submit Building Permit Application	
Obtain (First) Building Permit	
Submit all required documents to funders, to facilitate draws	Responsibility of BMAHC
Construction Start	
Substantial Completion	
Occupancy	
Deficiency Remediation	
Contract Completion	
Release of Holdback after Lien Period	

Appendix D: Pricing Proposal Submission Form

1.0 Fixed Price for Preliminary Design Development

Proponents are to provide a fixed price proposal to complete design to 50% of Design Development and other work outlined in the Preliminary Design Development phase in Section 1.7.2 of this RFP by completing the table below. All costs should be net of HST. It is assumed that HST of 13% will be applied to the Total Costs.

Category	Cost (\$)
Consultant team, including: <ul style="list-style-type: none"> - Architect - Designer - Civil engineer - Landscape architect - Mechanical, electrical and plumbing (MEP) engineer - Structural engineer - Code consultant - Vertical consultant - IT, communications and security consultant - Building envelope/building science consultant, as applicable - Other consultants and professionals required for the purposes of developing the Project. 	
Energy Model to Satisfy Reporting for Federation of Canadian Municipalities Study Grant Requirements	
Energy Model to Satisfy Reporting for CMHC National Housing Co-Investment Funding Requirements	
All Site Studies required to obtain Site Plan Approval other than studies already completed or commissioned and listed in Section 5.1 of the RFP.	
Municipal Approvals e.g. Site Plan Application Fees, Committee of Adjustment Application for Minor Variance. Should any fees be waived or exempted by the Town, the cost will be excluded from payment to the Design Builder	
TOTAL COST	

2.0 Percentage Markup on Base Construction Costs

%

3.0 Estimate of Cost to Construct

	Cost per sq.ft. (GFA)	Total Cost	Percentage of total Cost
Substructure			
Structure			
Exterior Enclosure			
Partitions and Doors			
Finishes			
Fittings and equipment			
Mechanical			
Electrical			
Site work			
Landscaping			
Ancillary work, if any			
Insurance and Bonding			
General requirements (Division 1 requirements)			
Fees			
Contingency (Developer's Contingency)			
Other Costs (to be specified by proponents)			
<u>Total Cost to Construct</u>	<u> </u>	<u> </u>	<u> </u>

Proposal Submitted by:

Name of Signing Officer

Date: _____

Signature: _____

 Name of Contact regarding questions of the Proposal Submission, if different than above

Telephone Number: _____

Email Address: _____

Appendix E: List of Available Studies and Reports

A link to a webpage where all documents can be accessed will be provided to Proponents upon issuance of the RFP.

Site Studies and Reports

Reference Plan

Functional Servicing and Stormwater Management Report

Traffic Impact Study

Noise Feasibility Study

Land Use Compatibility - D-2 assessment (update forthcoming)

Phase One Environmental Site Assessment

Phase Two Environmental Site Assessment (forthcoming)

Geotechnical Report

Hydrogeological Study

Stage 1-2 Archaeological Property Assessment

Town Planning Pre-Consultation Comments

Town of The Blue Mountains Official Plan

Town of The Blue Mountains Zoning Bylaw

Gateway Urban Design and Architectural Control Guidelines

Town of The Blue Mountains Community Design Guidelines

Funding Program Guidelines

Canada Mortgage and Housing Corporation (CMHC) Energy Efficiency and Accessibility Guidelines

Federation of Canadian Municipalities (FCM) Green Municipal Fund Study Requirements

Appendix F: Proposed CCDC14-2013 Supplementary Conditions

BMAHC SUPPLEMENTARY GENERAL CONDITIONS to Standard Construction Document CCDC 14 - 2013

The Standard Construction Document CCDC14 2013, Design Build Contract between the Owner and the Design-Builder, shall be considered complete only as amended and supplemented by the following supplementary general conditions.

SC1. ARTICLE A-1 DESIGN SERVICES AND THE WORK

Add the following as paragraphs 1.4 to 1.6 to Article A-1:

- 14 provide all the labour, materials, equipment, machinery, products and work including, without limitation, all engineering, architectural, consulting, design, construction, specialist, Commissioning and other services necessary, or required by the Contract Documents or (notwithstanding Section GC 1.1.1) in order to fully complete and construct the Work and in accordance with, and satisfaction of, all applicable federal, provincial, municipal and local laws, regulations, rules, by-laws, guidelines, standards, permits, statutes, ordinances, and codes including, without limitation, those relating to occupational health and safety and any reasonable obligations, responsibilities and duties required by or attributable to the Place of the Work and/or the proposed development therein, and furnish efficient business and construction administration and superintendence;
- 15 prepare or cause to be prepared the detailed design for the Work in accordance with the Contract Documents, to provide for a fully functional Work, and provide all Construction Documents and other documents necessary to provide for the construction of the Work. Without limiting the generality of the foregoing, the Design-Builder's design obligations:
 - .1 shall be inclusive of all aspects of design by accredited, licensed professionals, and all design services necessary for Contract Completion and the successful overall operation of the Work; and
 - .2 shall be performed in compliance with all applicable laws, regulations, rules, by-laws and codes of all regulatory authorities.shall at all times be fully responsible to the Owner for any errors, omissions, or deficiencies in the Contract Documents, including any revisions and addenda thereto and shall be fully liable for all direct, consequential and additional costs incurred by the Owner as a direct or indirect result of such errors, omissions or deficiencies.

SC2. ARTICLE A-4 CONTRACT PRICE

Add new sections 4.6 and 4.7 as follows:

- 4.6 The Contract Price includes all costs of the Work, including, without limitation, all costs incurred in the design and construction of the Work, whether foreseen or unforeseen, save and except for those costs which are the responsibility of the Owner as specifically set out in this Contract, and the Contract Price shall include, without limitation:

- .1 all professional design, engineering and construction services and products reasonably necessary to properly perform the Work and to permit the Project to operate as contemplated following Substantial Performance of the Work;
- .2 all labour and materials;
- .3 all permits, fees, licences and certificates of inspection and insurance in connection with the Work required by all authorities having jurisdiction including residential builder licensing fees, the building permit, the plumbing, electrical, sewer, water, and gas connections permits, and the gas, electricity and telephone service connection fees;
- .4 all inspections required for specific warranty conditions;
- .5 all inspections by all authorities having jurisdiction;
- .6 all material testing required under bylaws, ordinances, rules, regulations, orders and approvals of all public authorities having jurisdiction;
- .7 an updated survey of the Place of the Work prepared by a qualified Land Surveyor confirming the exact area of the property, the location of all registered easements or statutory rights of way, and confirming that the position of the buildings, including foundations and overhangs, building heights and finish grades comply with all municipal requirements;
- .8 all required soils reports;
- .9 a Project sign mutually agreed to between the Owner and the Design-Builder;
- .10 all warranties required under the Contract;
- .11 all bonds required under the Contract;
- .12 all insurance required under the Contract;

.13 the construction or installation of all off-site services or payments in lieu thereof as may be required by all authorities having jurisdiction to be constructed or installed as a condition of the construction of the Project;

.14 two (2) complete sets of white prints and CAD file of all as built drawings for the Project; and

.15 all requirements of any subdivision, site plan, development or other agreements with the municipality.

4.7 The Design-Builder hereby releases and discharges the Owner from any and all liability for costs, delays and other damages incurred as a result of changes required by any authority having jurisdiction in order that the Work is in compliance with all applicable laws, regulations, guidelines, standards, ordinances and rules and the Design-Builder agrees:

.1 to bear all additional costs resulting therefrom in the performance of the Work; and

.2 that if there is any increase in development cost charges with respect to the Project, the Design-Builder will pay such increased charges.

SC3. ARTICLE A-5 PAYMENT

Add the following new Articles A5.4 and A5.5:

5.4 As all payments hereunder become due, the Design-Builder shall, in accordance with the terms of its agreements with any Subcontractors, Suppliers and workmen, pay all of its Subcontractors, Suppliers and workmen in full on account of work properly performed or Products properly supplied, as applicable, less any holdbacks retained in compliance with the Construction Act (Ontario).

5.5 For clarity, the Contract Price includes all expenses of the Design-Builder and there shall be no reimbursement for expenses incurred by the Design-Builder except in the form of progress payments credited to the Contract Price.

SC4. SUBCONTRACTORS

Add new ARTICLE A-9 – ASSIGNMENT OF SUBCONTRACTS, as follows: “**ARTICLE ASSIGNMENT OF SUBCONTRACTS**”

9.1 The Owner shall not be deemed by virtue of the Contract or for any other reason to

have any contractual relationship with or obligation to any Subcontractor or Supplier but the Design-Builder hereby agrees that in the event that:

- .1 the Contract is terminated; or
- .2 the Design-Builder's right to continue the Work is terminated;

and at the sole and absolute option of the Owner, any or all subcontracts for Work or Products as may be selected by the Owner, in its sole and absolute discretion, shall, upon notice to the Design-Builder and the affected Subcontractors and Suppliers from the Owner, be assigned to the Owner, without any further action being necessary from the Design-Builder or the affected Subcontractors and Suppliers and in order to ensure the Owner's rights, the Design-Builder shall:

- .3 contractually obligate each of its Subcontractors and Suppliers to agree that each such subcontract shall be assignable, at the Owner's option, to the Owner, upon delivery of the notice described above, in the event that:
 - (a) the Contract is terminated; or
 - (b) the Design-Builder's right to continue the Work is terminated.

- 9.2 The Design-Builder shall provide satisfactory evidence to the Owner that this obligation has been fulfilled.

SC5. TIME IS OF THE ESSENCE

Add new ARTICLE A-10 – TIME AF THE ESSENCE , as follows: “**ARTICLE A-10**

- 10.1 All time limits stated in this Contract are of the essence of the Contract.

SC6. DEFINITIONS

1. **Amend** definition “Contract Time” by **deleting** “Substantial Performance of the Work” and **replacing** with “the scheduled date of Substantial Performance of the Work set out in Article A-1 of the Agreement - THE WORK.”
2. **Delete** the definition of “Design Services” in its entirety and **replace** it with the following: “Design Services means the professional services to be provided by the Design-Builder for the design and contract administration required by the Contract Documents.”
3. **Amend** the definition of “Work” as follows:
 - (a) **Add** “Products, “Installation, Commissioning, checkout, start-up, testing, deficiency rectification” after “the total construction.”
 - (b) **Add** “and includes all Temporary Work” after “Contract Documents”.
4. **ADD** the following definitions:

Commission - Commission means, and Commissioning refers to, the procedure which includes checking, testing, adjusting and measuring Work performed by the Design-Builder to demonstrate and verify the Installation, operation and performance of all components and the entire system.

Contract Completion - Contract Completion means when the entire Work except those items arising from the provisions of GC 12.5 – Warranty has been performed to the requirements of the Contract Documents and is so certified by the Owner and Payment Certifier.

Contract Schedule - Contract Schedule means the schedule indicating the timing of major activities of the Work submitted by the Design-Builder and approved in writing by the Owner including attaining Substantial Performance of the Work by the Substantial Performance Date.

Force Majeure - means any cause, beyond either parties' control, other than bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the Contract and the event of Force Majeure did not arise from a party's default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. Force Majeure includes: labour disputes; fire; unusual delay by common carriers or unavoidable casualties; delays in obtaining permits or licenses; civil disturbance; emergency acts, orders, legislation, regulations or directives of any government or other public authority; acts of a public enemy; war; riot; sabotage; blockage embargo; lightning; earthquake; adverse weather conditions; but only if substantially beyond the weather norms of the Place of the Work, or acts of God; or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19).

Government Funder means any agency or government providing funding for the Project and/or operation of the project, including the Government of Canada, the Province of Ontario, and the Town of The Blue Mountains.

Install - Install, or Installation, Installing or Installed, means the placement of materials, equipment, or components, including receiving, unloading, transporting, storage, uncrating and installing, and performance of such testing and finish work as is compatible with the degree of installation specified.

Lender: Lender means the entity or entities providing financing or other funds for the Project, other than a Government Funder.

Municipal Design Standards – Municipal Design Standards means the residential design standards set by the Town of The Blue Mountains.

Occupancy Permit means Formal notification issued by the Town of The Blue Mountains that the Place of the Work is approved for occupancy and that all requirements of the Ontario Building Code have been fulfilled.

"Owner's Advisor" means the technical consultant retained by the Owner, at the Owner's sole discretion.

Project Monitor means an advisor retained by the Owner on behalf of the Owner and the Lender to verify Payments certified by the Payment Certifier to the Design-Builder.

Proper Invoice shall have the meaning attributed to it under the Construction Act (Ontario) and shall include all other items requested by the Owner in this Contract, and all other items reasonably requested by the Owner or Owner's Advisor.

Total Performance shall have the meaning attributed to it under the Construction Act (Ontario).

SC7. GC 2.2 ROLE OF THE OWNER

Add the following to paragraph GC 2.2.5 as a second sentence: "However, neither the authority of the Owner to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Design-Builder, the Consultant, Subcontractors, Suppliers and all other persons, corporations or entities performing a portion or portions of the Work or their respective agents and employees."

SC8. GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

In paragraph GC 2.5.4, **delete** "10" and **replace** with "20".

SC9. GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

Add the following to the end of GC3.1.1:

3.1.1 Without limiting the foregoing, the Design-Builder shall engage and direct all architects, demolition consultants, designers, civil engineers, landscape architects, mechanical and electrical engineers, inspectors, arborists, fire safety plan consultants, planning consultants, and all other consultants and other professionals as may be necessary for the development of the Project and completing the Design Services and the Work, and be responsible for all fees and charges associated therewith, unless specifically noted in this Contract as being a fee or charge payable by the Owner. The Design-Builder shall ensure that the Project is constructed in conformity with the Contract Documents, all applicable planning approvals and Municipal Design Standards.

Add the words: "Project Monitor," after the word "Owner," in the second line of GC 3.1.10.

Add new GC 3.1.15 to GC 3.1.17 as follows:

3.1.15 The Design-Builder shall conduct site meetings once every two weeks from the commencement of construction, at which the following matters shall be discussed: (1) progress of the Design Services and the Work; (2) Contract Schedule; (3) any prospective change orders that the Design-Builder reasonably believes will be necessary to complete the Work; (4) progress draws and expected cash flow requirements over the balance of the Schedule; (5) such other matters as the parties wish to discuss. The following shall be invited to such meetings: (1) the Owner; (2) the Owner's Advisor (if appointed); (3) the Consultant; (4) the Payment Certifier; (5) such other consultants as the Design-Builder, Owner, or Owner's Advisor wish to invite.

3.1.16 The Design-Builder shall co-operate with the Owner in the completion of a final capital cost audit following receipt of an occupancy permit, or at such point as there are no legal impediments to the occupancy of the Project.

3.1.17 The Design-Builder warrants and represents that it possesses and will provide and apply all the skill, expertise and experience normally provided in the performance of professional design and construction services and reasonably required to complete the Work and ensure that the Work is performed in a good, proper and workmanlike manner. If, in the opinion of the Consultant or the Owner, the Design-Builder makes use of methods or appliances which

will not permit the proper execution of the Work or employs inefficient or insufficient labour which will not permit the proper execution of the Work within the Contract Time, the Consultant or the Owner may notify the Design-Builder to improve its construction methods whereupon the Design-Builder will comply without delay with such notification and will not be entitled to claim additional compensation or extension of the Contract Time as a result of such improvement in construction methods.

If the Design-Builder refuses or neglects to comply with such notification with 5 Working Days of receipt of the notification, such refusal or neglect will be deemed to be a default by the Design-Builder with respect to its contractual obligations under the Contract. If the Owner, acting reasonably, approves or suggests any construction means, methods, techniques, sequences or procedures, it will be considered to mean only that no objection is taken thereto by the Owner and the adoption thereof, in whole or in part, by the Design-Builder shall be at that full risk and responsibility of the Design-Builder.

SC10. GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION

Delete subparagraphs GC 3.2.1 and GC 3.2.2 in their entirety and **replace** with the following:

3.2.1 The Design-Builder shall review the Owner's Statement of Requirements and the Contract Documents and shall report promptly in writing to the Owner any error, inconsistency, or omission the Design-Builder may discover. In making such review the Design-Builder assumes responsibility to the Owner for the accuracy of the review. . If the Design-Builder does discover any error, inconsistency, or omission in the Contract Documents, the Design-Builder shall not proceed with the work affected until the error, inconsistency or omission has been addressed and in dealing with such error, inconsistency or omission the Design-Builder shall co-operate with the Owner in good faith to resolve such errors, inconsistency or omission so as to avoid any increase in the Contract Price or delay in the progress of the Work. Any proposed increase in the Contract Price or the Contract Time shall be addressed using the Change Order process in GC. 6.2.

3.2.2 INTENTIONALLY DELETED

SC11. GC 3.5 CONSTRUCTION DOCUMENTS

Add new sentences to GC 3.5.1 as follows: "Without limiting the foregoing, the Design Services shall be carried out in consultation with the Owner and certain advisors retained by the Owner. The Construction Documents shall satisfy the Municipal Design Standards."

Add a new sentence to the end of GC 3.5.4 as follows: "When the proposed Construction Documents are accepted and signed by the Owner and the Design-Builder, such accepted Construction Documents shall become part of the Contract Documents."

SC12. GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

Delete GC 3.6.1.1, 3.6.1.2 and 3.6.1.3 in their entirety and **replace** with the following:

3.6.1 The Design-Builder shall:

- .1 promptly after execution of the Contract, prepare and submit to the Owner for its review and acceptance a Design Services and Work Contract Schedule indicating the critical path for the Project demonstrating that the Work will be performed in conformity with the Contract Time, and shall conform to the phasing and sequencing requirements for the Work as set out in the Contract Documents or including, without limitation, a Products delivery schedule with respect to the Products whose delivery is critical to the Contract Schedule for the Work. Once approved by the Owner, the Design Services and Work Contract Schedule submitted by the Design-Builder under this paragraph 3.6.1.1, as updated by the Design-Builder and approved by the Owner, shall become the "Project Schedule";
 - .2 monitor the progress of the Work on a weekly basis relative to the Design Services and Work Contract Schedule and update the Project Schedule on a bi-weekly basis;
 - .3 advise the Owner of any revisions required to the Project Schedule as a result of extension of the Contract Time in accordance with PART 6 – CHANGES IN THE WORK; and
 - .4 identify potential variances between scheduling and scheduled completion dates and implement necessary adjustments in the Project Schedule in order to meet the date for Substantial Performance of the Work and shall present to the Owner a recovery plan demonstrating how the Design-Builder will achieve the recovery of the Project Schedule. Once approved by the Owner, the Design-Builder shall implement such plan without amendment to the Contract Price
- 3.6.2 On request of the Owner, the Design-Builder shall provide information or, copies, schedules and orders covering materials, components and services. The Design-Builder shall cooperate fully with the Owner, and shall ensure that all Subcontractors and Suppliers and anyone for whom the Subcontractors and Suppliers may be responsible also cooperate and make available on request the same documents.
- 3.6.3 Without limiting the other obligations of the Design-Builder under GC 3.6, the Design-Builder shall not amend the Project Schedule (including, without limitation, any changes to the critical path) without the prior written approval of the Owner.

SC 13. GC 3.7 SUPERVISION

Delete GC 3.7.1 in its entirety and **replace** with the following:

- 3.7.1 The Design-Builder shall furnish a competent and adequate staff, who shall be in attendance at the Place of the Work at all times during construction, for the proper administration, co- ordination, supervision and superintendence of the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

SC 14. GC 3.8 LABOUR AND PRODUCTS

Add new paragraphs GC 3.8.4 and 3.8.5 as follows:

- 3.8.4. The Owner and the Design-Builder acknowledge and agree that the beneficial ownership of any portion of the Products required by the Contract Documents to be incorporated and form part of the Work shall pass to the Owner immediately upon incorporation thereof as part of the Work and payment by the Owner for such Work in accordance with the terms hereof. The Design-Builder agrees to promptly execute and deliver to the Owner, from time to time as the Owner may require, any further

documentation required to identify, evidence, perfect or protect the Owner's beneficial, or registered, interest in the Products, including, without limitation, any registrations pursuant to the Personal Property Security Act (Ontario).

- 3.8.5 All Products shall be used strictly according to manufacturers' printed directions or recommendations unless specifically stated otherwise in the specifications. All Products shall be properly packed for delivery, must be delivered in their original containers, crates or wrappings, etc. as applicable and must be clearly identified with manufacturers' name and address, product type and name. All Products shall be stored as recommended by the manufacturer and kept dry at the recommended temperature where applicable. Any damaged Products shall be rejected and the Design-Builder shall remove such Products from the Place of the Work at the Design-Builder's own expense.

SC15. GC 3.10 SHOP DRAWINGS

Add new paragraph GC 3.10.6 as follows:

- 3.10.6 Upon the Owner's request, the Design-Builder shall revise and resubmit Shop Drawings which the Owner, acting reasonably, rejects as inconsistent with the Contract Documents unless otherwise directed by the Owner. The Design-Builder shall notify the Owner in writing of any revisions to the resubmission other than those requested by the Owner.

SC16. GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

Add to the end of each of paragraphs GC 3.11.1, GC 3.11.2 and GC 3.11.3 "to the satisfaction of the Owner, acting reasonably, and within thirty (30) days of notification of a deficiency."

SC17. GC 3.12 CLEANUP

Add new paragraph GC 3.12 as follows:

- 3.12 The Design-Builder shall maintain the Place of the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors, or their employees.

SC18. GC 3.13 SIGNAGE

Add new paragraph GC 3.13.1 as follows:

- 3.13.1 Unless reasonably objected to by the Owner and subject to any requirements of the Town of The Blue Mountains (or other governmental authority), the Design-Builder may erect a sign identifying the Design-Builder, the Consultant, other consultants, and Subcontractors at the Place of the Work during the construction.

SC19. GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Replace GC 5.2.1 and 5.2.2 with the following:

5.2.1 Applications for payment on account as provided in Article A-4 – CONTRACT PRICE shall be made as follows:

.1 The Design-Builder may make an application for payment for the previous month by submitting a Proper Invoice to the Owner as the Work progresses on the 25th day of each month, or the next Working Day thereafter (each an “**Invoice Due Date**”). Any written bill or other request for payment that would otherwise comprise a Proper Invoice but is provided on a date other than an Invoice Due Date shall be deemed to have been given to the Owner on the next following Invoice Due Date. The Design-Builder shall ensure that the agreements with each Subcontractor and Supplier require the delivery of invoices accordingly.

- (a) 5.2.2 INTENTIONALLY DELETED
- (b)

SC20. GC 5.3 PROGRESS PAYMENT

Delete GC 5.3.1 and **replace** with the following:

5.3.1 No certificate for payment will be issued for any of the Work and no payment shall be approved, authorized or made unless the Design-Builder has provided all documents as required to be provided at that time under this Contract. After the receipt of a complete application for payment from the Design-Builder submitted in accordance with GC5.2 APPLICATIONS FOR PROGRESS PAYMENT, the Payment Certifier will issue to the Owner, within ten (10) calendar days, a certificate for payment in the amount applied for or in such other amount as Payment Certifier determines to be properly due, provided that if the Payment Certifier amends the application, the Payment Certifier will promptly notify the Design-Builder in writing giving reasons for the amendment within the timelines specified in the *Construction Act* (Ontario).

Add the following as new paragraph GC 5.3.2 and 5.3.3:

- 532 If the Design-Builder fails to provide the documentation required by paragraph 5.2 APPLICATIONS FOR PROGRESS PAYMENT or paragraph 10.4 WORKERS COMPENSATION, the Owner shall not be required to make payments to the Design-Builder until such documentation is provided to the Owner.
- 533 The Owner shall have the right, without limiting any other right or remedy which it may have, to set-off against any progress payments any amounts which are due or to become due from the Design-Builder to the Owner.

SC21. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add the following to the end of Section 5.4.3: "Contemporaneous with the issuance of a certificate of Substantial Performance of the Work, the Design-Builder shall cause the Consultant to certify that the Project has been completed in conformity with the plans and specifications approved by all relevant

governmental authorities.”

Add new paragraphs 5.4.6 and 5.4.7:

5.4.6 Prior to submitting its application under paragraph 5.4.1, the Design-Builder shall ensure delivery to the Owner of all written guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, Shop Drawings, maintenance and operating instructions, spare parts, maintenance manuals and materials and any other materials or documentation required by the Contract.

5.4.7 Concurrently with the issuance of the certificate of Substantial Performance of the Work, the Consultant will prepare a list of items of the Work to be corrected and/or completed that were apparent to the Consultant during the inspection and assessment of the Work contemplated in GC 5.4.2. Subject to the Act, the issuance and delivery to the Design-Builder of the certificate of Substantial Performance of the Work shall constitute a waiver by the Design-Builder of all claims whatsoever against the Owner under the Contract whether, for a change in the Contract Price, extension of Contract Time or otherwise, except those made in writing, prior to the Design-Builder's application for payment upon Substantial Performance of the Work, and still unsettled.

SC22. GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Delete GC 5.5.3 in its entirety.

SC23. GC 5.7 FINAL PAYMENT

Delete paragraph 5.7.1 and **replace** it with the following:

5.7.1 When the Design-Builder has achieved Total Performance of the Work, the Design-Builder shall submit a Proper Invoice. The Design-Builder must, when applying for final payment, provide the Consultant with:

5.7.1.1 a statement based on the schedule of values for the relevant portion of the Work together with details of any variances from the Contract Documents and an explanation thereof;

5.7.1.2 a statutory declaration of the Design-Builder confirming that all accounts for labour, subcontracts, Products, construction machinery and equipment, and amounts owing to Subcontractors and Suppliers and other indebtedness incurred by the Design-Builder in the Completion of the Work, other than amounts properly retained as a holdback or identified as being in dispute, have been paid in full;

5.7.1.3 a Workplace Safety and Insurance Board Certificate of Clearance; and

5.7.1.4 evidence satisfactory to the Consultant, the Owner and the Lender that there are no liens registered against or otherwise claimed in respect of any portion of the Project.

SC24. GC 5.9 NON CONFORMING DESIGN SERVICES AND WORK

Insert new GC 5.9.2 as follows:

5.9.2 In the event of deficiencies or delays in the Work that the Design-Builder fails or refuses to address upon receiving notice of such deficiencies or delays in accordance with the requirements of the Contract, then the Owner may, subject to its requirements to issue a Notice of Non-Payment under the Act and without limiting the remedies available to it under this Contract, retain and set off as against any payments that would otherwise be owing to the Design-Builder, the reasonable costs of rectifying such deficiencies or delays.

SC25. GC 5.10 CONSTRUCTION LIENS

Add new GC 5.10 - CONSTRUCTION LIENS as follows: **GC 5.10 CONSTRUCTION LIENS**

5.10.1 Notwithstanding any other term or condition in the Contract Documents, the Owner shall not be obligated to make payment to the Design-Builder, if at the time such payment was otherwise due:

- .1 a claim for construction lien has been preserved or perfected in relation to the Work, the Project or the Project lands, or
- .2 the owner or mortgagee of the Project lands has received a written notice of construction lien, or
- .3 the Owner reasonably believes that any party has purported to retain title to Products or materials in respect of which an application for payment has been made.

5.10.2 In the event that a construction lien arising from the performance of the Work has been preserved or perfected in relation to or connection with the Work, the Project or the Project lands, the Design-Builder shall, within ten (10) calendar days, at its sole expense, vacate or discharge the construction lien. If the construction lien is merely vacated, the Design-Builder shall, if requested, undertake the Owner's defence of any subsequent lawsuit commenced in respect of the construction lien at the Design-Builder's sole expense.

5.10.3 In the event that the Design-Builder fails or refuses to vacate or discharge a construction lien within the time prescribed above, the Owner shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the construction lien, and all costs and expenses incurred by the Owner in so doing (including, without limitation, all reasonable legal fees on a solicitor and client basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the construction lien) shall be for the account of the Design-Builder, and the Owner may deduct such amounts from amounts otherwise due or owing to the Design-Builder. If the Owner vacates the construction lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the Construction Lien Act (Ontario) if the construction lien had not been vacated.

5.10.4 Without limiting any of the foregoing, the Design-Builder shall indemnify the Owner for all costs (including, without limitation, legal fees on a solicitor and client basis) it may incur in connection with the claim for construction lien or subsequent lawsuit brought in connection with the construction lien, or in connection with any other claim or lawsuit brought against the Owner by any person that provided services or materials to the Project lands which constituted a part of the Work.

5.10.5 For clarity, a construction lien in this section and in this Contract means a "lien" as contemplated in the *Construction Act* (Ontario), to the extent applicable.

SC26. GC 6.5 DELAYS

Delete paragraph 6.5.3 in its entirety and **replace** it with the following:

- 6.5.3 If the performance of the Work or the performance of any other obligation(s) of a party to this Contract is delayed by Force Majeure, then the Contract Time shall be extended for such reasonable time as the Owner and the Contractor shall agree. The extension of time shall not be less than the time lost as a result of the Force Majeure event causing the delay, unless the Design-Builder agrees to a shorter extension. Neither party shall be entitled to payment for its costs or reimbursement of its expenses incurred by such delays. Upon reaching agreement on the extension of the Contract Time attributable to the Force Majeure event, the Owner and the Design-Builder shall execute a Change Order indicating the length of the extension to the Contract Time and confirming that there are no costs payable by either party to the other for the extension of Contract Time.

Add a new section 6.5.6 as follows:

- 6.5.6 Notwithstanding anything else herein, if the Design-Builder fails to perform the Work in accordance with the schedule provided by the Owner or Construction Manager (the "Schedule"), and such delay is not covered by an action or omission of the Owner, one of the Owners' consultants, or the Construction Manager, all costs or damages incurred to accelerate the Work to comply with the Schedule will be at the Design-Builder's expense.

If in the opinion of the Owner or Construction Manager, the Design-Builder should in any way cause delay to the progress of the Work so as to cause any damage to the Construction Manager, the Owner or the Project, and/ or any damages for which the Construction Manager or the Owner shall become liable, the Design-Builder shall fully compensate the Construction Manager and the Owner therefor, including all legal costs and expenses and disbursements on a full indemnity basis, and overhead and administrative charges. Further, the Owner or Construction Manager may, at the Design-Builder's expense, cause another to carry out such Work, on an overtime basis if necessary to avoid delay in the completion of the Work or the Project, and the Owner shall be reimbursed by the Design-Builder for the extra costs including for overtime work which other contractors or Sub Design-Builders are required to perform due to the delay cause by the Design-Builder.

Add new paragraph GC 6.5.7 as follows:

- 6.5.7 If the Work should be behind schedule for a reason other than as described in paragraphs GC 6.5.1 to GC 6.5.3 (inclusive), or if any of the Subcontractors, Suppliers or any other person, corporation or entity performing a portion or portions of the Work delay the progress of any portion of the Work necessary to complete the Work on the Contract Schedule, the Design-Builder shall use all possible and reasonable measures to bring the Work back on schedule.

SC27. GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES

Add the following as new paragraphs GC 7.1.5:

7.1.5 The terms of the Contract, which expressly or by their nature are intended to survive the termination or discharge of the Contract, shall survive such termination or discharge including, without limitation, GC 12.5 - WARRANTY.

SC28. GC 9.1 PROTECTION OF WORK AND PROPERTY

Add the following as new paragraph GC 9.1.5:

9.1.5 The Contract Price shall include all necessary tarps and protective equipment required to prevent damage to existing areas of the lands and building.

SC29. GC 9.4 CONSTRUCTION SAFETY

Delete paragraph 9.4.1 and **replace** it with the following:

9.4.1 The Design-Builder shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations, and practices required by the OHSA, including, but not limited to those of the "constructor", and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Without limiting the foregoing, the Design-Builder shall be solely responsible for construction safety in respect of its Consultants, other Consultants, Subcontractors and Suppliers, the Owner's own forces, and other contractors, subcontractors, and suppliers during the course of the Project. Without limiting the generality of the foregoing, the Design-Builder shall comply with the occupational health and safety laws and any orders, recommendations, and restrictions made by the federal, provincial or municipal governments during the COVID-19 emergency relating to worker safety and physical distancing, including as they apply to the Place of the Work. The Design-Builder shall indemnify and hold harmless the Owner for any fines, penalties or other costs imposed or assessed on or incurred by the Owner arising from the Design-Builder's failure to comply with the applicable health and safety laws and any orders, recommendations, and restrictions related to the COVID-19 emergency.

SC30. GC 10.1 TAXES AND DUTIES

Amend paragraph GC 10.1.2 by adding "The Design-Builder shall provide a detailed breakdown of additional taxes and duties if requested by the Owner. Profit and overhead shall not be included in the increase or decrease in costs incurred by the Design-Builder due to changes in the aforementioned taxes and duties."

Insert new paragraphs GC 10.1.3 and GC 10.1.4 as follows:

10.1.3 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the parties agree to co-operate with each other to obtain such exemptions.

- 10.1.4 Refunds or exemptions of taxes or duties that are properly due to the Owner and have been recovered by the Design-Builder will be promptly refunded to the Owner.

SC31. GC 10.3 PATENT FEES

Amend paragraphs GC 10.3.1 and GC 10.3.2 by adding “indemnify and” before “hold the” in both.

SC32. GC 11.1 INSURANCE

[NOTE – INSURANCE REQUIREMENTS TO BE CONFIRMED WITH BMAHC INSURANCE PROVIDER]

Delete paragraph GC 11.1.1 and replace with the following:

11.1.1 Without restricting the generality of GC12.2 – INDEMNIFICATION, the Design-Builder shall provide, maintain and pay, or cause to be provided, maintained or paid, the insurance coverages specified in GC 11.1 – INSURANCE, unless advised in writing that the Owner shall provide, maintain and pay for any of such insurance coverages. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Work until the date of issue of the Owner’s Final Certificate of Total Performance of the Work. Prior to commencement of the Work and upon the placement, renewal, amendment or extension of all or any part of the insurance, the Design-Builder shall promptly provide the Owner and, if requested by the Owner, the Town of The Blue Mountains, with confirmation of coverage, and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements. All policies of insurance shall be primary and shall not act as co-insurance or as excess coverage to any policies obtained by the Owner for its sole protection. The Design-Builder is responsible for the payment of any deductible. All insurance coverage shall be taken out with insurance companies licensed to transact business in the Province of Ontario and not otherwise excluded by the Lender and/or the Government Funder. Any changes to the insurance requirements of this Contract will be at the Owner’s sole discretion.

.1 (a) Design-Builder’s Liability Insurance

Throughout the term of this Agreement, at its own cost and expense the Design-Builder shall provide evidence of commercial general liability coverage having a minimum limit of Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof, which minimum limit may be increased, for works relevant to the Project and the Contract being performed by the Design-Builder of the Place of the Work. Where such policy has a general aggregate, the minimum acceptable aggregate shall be Ten Million Dollars (\$10,000,000). At the sole cost and expense of the Design-Builder, until the expiration of the 12-month Completed Operations period included under the Wrap Up policy, the Design-Builder shall provide a certificate of general liability insurance to the Owner as evidence of continuity of products and completed operations coverage to the benefit of the Owner as additional insured under the Design-Builder’s general liability and (if necessary) umbrella or excess liability insurance policies for the continuous period. The Design-Builder will provide to the Owner a certificate of insurance completed by a duly authorized representative of their insurer

certifying that at least the minimum coverages required in this GC 11.1 are in effect and specifying that the liability coverages are written on an occurrence form, include cross liability and severability of interests clauses, a waiver of subrogation in favour of the Owner, standard non-owned automobile endorsement including standard contractual liability coverage, and an undertaking that the insurer will endeavour to notify the Owner with 60 days written notice should the coverages be cancelled, non-renewed or materially changed by endorsement or through issuance of other policy(ies) of insurance. Commercial general liability insurance shall include, as additional insureds, the Consultant, the Town of The Blue Mountains and the Lender.

.2 Errors & Omissions Insurance

The Design-Builder agrees that it will purchase and maintain, at its expense, errors and omissions liability insurance, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate. which minimum limit may be increased, for works relevant to the Project and the Contract being performed by the Design-Builder of the Place of the Work. The coverage under the policy shall cover losses arising out of an error or omission in the rendering of or failure to render professional services in connection with the Project. The coverage under this policy shall be maintained continuously until three (3) years following the date of issue of the Owner's Final Certificate of Total Performance of the Work, shall include a three (3) year extended reporting period endorsement and shall cover losses arising out of an error or omission in the rendering of or failure to render professional services in connection with the Project at any time including at any time prior to the execution of this Agreement. The Design-Builder shall ensure that the Consultant and other consultants thereof operating on behalf of the Design-Builder shall maintain identical coverage. Errors and omissions insurance shall include, as additional insureds, the Consultant, the Town of The Blue Mountains and the Lender.

.3 Single Project Professional Liability Insurance

The Design-Builder agrees that it will purchase and maintain, at its expense, single project professional liability insurance, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and in the annual aggregate, with a deductible of no greater than Fifty Thousand Dollars (\$50,000) in the names of the Design-Builder's consultants and their sub-consultants and subcontractors, which minimum limit may be increased, for works relevant to the Project and the Contract being performed by the Design-Builder of the Place of the Work. The coverage under this policy shall be maintained continuously from the date of the Contract until not less than three years after the date of Total Performance of the Work, and shall cover losses arising out of an error or omission in the rendering of or failure to render the Design Services in connection with the Work at any time, including at any time prior to the execution of the Contract. The Consultant, the Town of The Blue Mountains, the Lender and the Design-Builder shall be added to the policy but only for their vicarious liability arising from errors and omissions of the named insureds under the policy. The Design-Builder shall use reasonable efforts to have the professional liability insurance policy note any exclusions or prohibitions of a claim by the Design-Builder under the Policy against the Design-Builder's consultants as a result of errors or omissions by the Design-Builder's consultants. In the event that the Design-Builder is not able to purchase a professional liability insurance

policy which does not include the above-noted exclusions or prohibitions, the Design-Builder shall be entitled to purchase insurance to protect against such exclusions or prohibitions and the Contract Price shall be increased by the cost of same.

.4 Automobile Liability Insurance:

The Design-Builder agrees that it will purchase and maintain, at its expense, standard owner's form automobile liability insurance in respect of licensed vehicles which shall have limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence for third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Design-Builder.

.5 Pollution Liability Insurance:

The Design-Builder agrees that it will purchase and maintain, at its expense, standard pollution liability insurance coverage with limits of not less than Five Million Dollars (\$5,000,000). Pollution liability insurance shall include, as additional insureds, the Town of The Blue Mountains and the Lender.

This policy shall be maintained from the commencement of the Work until Substantial Performance of the Work has been attained, as set out in the Certificate of Substantial Performance of the Work. The form of pollution liability insurance may be an occurrence or claims-made form. Should the policy be on a claims-made form, the Design-Builder must provide a two-year extended reporting period which commences with the date Substantial Performance of the Work is attained.

.6 Property and Boiler and Machinery Insurance:

- (1) "All risks" property insurance shall be in the joint names of the Design-Builder, the Owner and the Consultant, insuring not less than the sum of the amount of the Contract Price and the full replacement value, as applicable of Products that are specified to be provided by the Owner for incorporation into the Work. Notwithstanding anything to the contrary anywhere in the policy, the insurance coverage shall not be less than the insurance required by a Standard IBC Fire policy containing the Extended Perils Endorsement, provided that the IBC Form shall contain the latest edition of the CCDC Builders Risk Endorsement Form. The insurance coverage shall also include extra expense and delayed start up coverage for total gross revenues for an indemnity period of not less than six (6) months. The policy shall contain severability of interest clauses of standard wording and shall waive subrogation against the Owner. The policy shall include loss payable in favour of the Town of The Blue Mountains, the Consultant, and the Lender. The policy shall include windstorm and flood endorsements and coverage for sprinkler leakage, and property in transit and off-site coverage for Products and shall include a Boiler and Machinery Testing And Commissioning Clause. The coverage shall be maintained continuously from the commencement of use or operation of the property insured and until the day of issue of Owner's Final Certificate of Total Performance of the Work. "All risks" property insurance shall include, as additional insureds, The Consultant, the Town of The Blue Mountains and the Lender.

- (2) Boiler and machinery insurance shall be in the joint names of the Design-

Builder, the Owner, and the Consultant for not less than the replacement value of the boilers, pressure vessels and other insurable objects forming part of the Work. The insurance provided shall not be less than the insurance provided by the then latest edition of the CCDC 301 “Comprehensive Boiler and Machinery Form”. The policy shall contain severability of interest clauses of standard wording and shall waive subrogation against the Owner. The coverage shall be maintained continuously from the commencement of use or operation of the property insured and until the day of issue of Owner’s Final Certificate of Total Performance of the Work.

- (3) The Policies shall allow for occupancy of the Work.
- (4) The policies shall provide that, in the case of a loss or damage, payment shall be made to the Owner and the Design-Builder as their respective interests may appear. The Design-Builder shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Design-Builder shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Design-Builder shall be entitled to a reasonable extension of Contract Time.
- (5) The Design-Builder shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner’s interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and as provided in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 – PROGRESS PAYMENT. In addition the Design-Builder shall be entitled to receive from the payments made by the insurer the amount of the Design-Builder’s interest in the restoration of the Work.
- (6) In the case of loss or damage to the Work arising from the work of an Other Contractor, or Owner’s own forces, the Owner, in accordance with the Owner’s obligations under paragraph 3.3.2.4 of GC 3.3 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, shall pay the Design-Builder the cost of restoring the Work as the restoration of the Work proceeds and as provided in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 – PROGRESS PAYMENT.

.7 Equipment Insurance:

The Design-Builder agrees that it will purchase and maintain, at its expense, “All risks” contractors’ equipment insurance covering construction machinery and equipment at the Project site used by the Design-Builder for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels. Such coverage shall be in a form acceptable to the Owner and shall not allow subrogation claims by the Insurer against the Owner and all other parties engaged in the Project including the additional insureds. The policies shall be endorsed to provide the Owner with not less than 30 days’ notice in writing in advance of cancellation, change, or amendment restricting coverage. Equipment insurance shall include, as additional insureds, The Consultant’s Consultants, the Town of The Blue Mountains and the Lender.

.8 Wrap-Up Liability Insurance:

The Design-Builder agrees that it will purchase and maintain, at its expense,

wrap-up liability insurance for third party bodily injury, personal injury and property damage to an inclusive limit not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) products and completed operations aggregate. The insurance shall be in the joint names of the Town of The Blue Mountains, The Consultant, the Lender, designated consultants, designated contractors, all other contractors, sub- contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other persons which the Town of The Blue Mountains, The Consultant or the Lender may require to be added as insured parties. The policy must include the following:

- (i) premises and operations;
- (ii) Owner's and Design-Builder's protective liability;
- (iii) broad form products and completed operations liability;
- (iv) cross liability;
- (v) blanket written and oral contractual liability;
- (vi) all risks tenant's legal liability;
- (vii) hoist liability;
- (viii) fire fighting and forest fire fighting expense liability;
- (ix) employer's liability and voluntary compensation;
- (x) non-owned automobile liability;
- (xi) directors, officers, employees, shareholders, legislators and officials involved in the Project added as insureds and/or additional insureds;
- (xii) shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
- (xiii) sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
- (xiv) thirty (30) days written notice of cancellation.

SC33. GC 11.2 CONTRACT SECURITY

[NTD – Bonding to be confirmed by BMAHC]

Add the following as new paragraph GC 11.2.3:

11.2.3 The Design-Builder shall, as a part of the Contract Price, provide a Performance Bond with a face value of 50% of the Contract Price and a Labour and Material Payment Bond with a face value of 50% of the Contract Price. The Owner's rights under such bonds

must be assignable to the Lender, Owner and the Government Funder.

SC34. GC 12.2 INDEMNIFICATION

GC 12.1 INDEMNIFICATION

Delete paragraph 12.2.1 and 12.2.2 and replace it with the following:

12.2.1 The Design-Builder, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or indirectly or indirectly attributable to the Work required to be performed by the Design-Builder, its agents, employees and Subcontractors on behalf of the Owner, whether such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Design-Builder, its agents, employees or the Consultant, or Subcontractors, or the Owner, its agents or employees.

12.2.2 The Design-Builder shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Design-Builder's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Design-Builder or anyone for whose acts the Design-Builder may be liable, and made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such periods as may be prescribed by any limitation statute or the province or territory of the Place of the Work.

SC35. GC 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

Delete GC 12.3.1 in its entirety.

SC36. GC 12.5 WARRANTY

Delete paragraph GC 12.5.1 in its entirety and replace it with the following:

12.5.1 The Design-Builder warrants that the Work, including all Products and components thereof, shall conform to the specifications, set out in the Contract Documents, in all respects and shall be new, of good quality material, of merchantable quality and fit for their intended purpose, as described and specified in the Contract Documents and

free of defects in design, materials and workmanship for a period of 24 months (except where otherwise noted for a longer period of time in the Contract Documents) from the date of Substantial Performance of the Work and the Design-Builder shall extend the warranty on replaced parts and workmanship for a period of 24 months (except where otherwise noted for a longer period of time in the Contract Documents) from the date of acceptance of the replacement parts and/or workmanship. This warranty shall cover on-site labour and material, including, without limitation, the costs of removal and replacement of covering materials. This warranty shall not limit extended warranties on any items of equipment or material called for elsewhere in the specifications or otherwise provided by any manufacturer of such equipment or material. The Design-Builder shall participate in an inspection of the Work with the Owner and the Consultant to be held one week prior to the expiry of the warranty period contemplated herein and, in the event the Design-Builder is not available, the warranty period shall be extended to the day which is one week after the inspection contemplated in this section.

Notwithstanding the forgoing, the Design-Builder shall ensure that minimum warranties are obtained which match the warranty periods established under the *Ontario New Home Warranty Plan Act* or such longer periods as may be specified for certain Products of Work.

Amend paragraph GC 12.5.2 by **adding** “suitable for the purpose required by the Contract, and” after “Work” in the first line.

Amend paragraph GC 12.5.5 by **adding** the following to paragraph GC 12.5.5:

The Design-Builder shall correct or pay for damages resulting from corrections made under the requirements of this paragraph GC 12.5.5. The carrying out of the replacement work and making good of defects shall be executed at such times as convenient with the Owner which may entail overtime work on the part of the Design-Builder. Additional charges for overtime work in this regard must be borne by the Design-Builder.

Amend paragraph GC 12.5.6 by **deleting** the last two sentences and **adding**: “The Design-Builder shall remain jointly liable with the manufacturer to the Owner with respect to such Product warranties to the extent required in the Contract Documents, notwithstanding any limitation in the manufacturer’s warranty.” after the end of the second sentence.

Delete paragraph GC 12.5.7 and paragraph GC 12.5.8 in their entirety and **replace** them with the following:

12.5.7 The final payment certificate shall not relieve the Design-Builder from its responsibility under this GC 12.5 - WARRANTY.

12.5.8 The *Trade Contractor* shall ensure that all warranties, guarantees or other obligations for work, services or materials performed or supplied by any subcontractor, supplier or other person in or about the *Work*, is in the name of, and enforceable by, the *Owner*. Until expiry of the relevant warranty rights against the *Trade Contractor*, the *Owner* shall not directly exercise any rights under such warranty, guarantees or other obligation without first notifying the *Trade Contractor* thereof and giving the *Trade Contractor* the opportunity to correct the relevant defect, or cause it to be corrected.

SC37. MISCELLANEOUS

Add the following new sections:

GC 13.1 REVIEW BY OWNER

13.1.1 Neither the Owner's or the Owner's Advisor's receipt, review or approval of the design or other documents or the Work nor the failure of the Owner or the Owner's Advisor to provide comment shall limit, waive or diminish the Design-Builder's obligations, responsibilities, duties or liabilities under the Contract. The review or approval by the Owner or the Owner's Advisor is intended only to ascertain that the design or document or the performance of the Design-Builder's duties, liabilities, responsibilities or obligations under the Contract including, without limitation, the Work generally meets the intention of the Contract and is not an assurance or confirmation of the adequacy, quality, fitness, suitability or correctness of the Design-Builder's obligations, responsibilities, duties and liabilities under the Contract including, without limitation, the Work, for which the Design-Builder is solely responsible in accordance with the Contract.

GC 13.2 CARE AND SKILL

13.2.1 The Design-Builder acknowledges, confirms, represents and warrants to the Owner that:

- .1 in performing the Work, it shall at all times exercise the degree of care and skill that ought to be exercised by contractors, architects and engineers in performing work of the nature contemplated herein; and
- .2 it has the necessary experience, skill and expertise required to enable it to fulfil its obligations, duties, liabilities, and responsibilities herein.

GC 13.3 DELIVERIES AND TRAINING

13.3.1 Within 30 days of the issuance of the Certificate of Substantial Completion of the Work, the Design-Builder shall submit to the Owner all:

- (a) guarantees,
- (b) warranties,
- (c) certificates,
- (d) testing and balancing reports
- (e) distribution system diagrams,
- (f) spare parts,
- (g) maintenance manuals,

and other materials or documentation reasonably required to be submitted under the Contract, together with written proof that the Work has been substantially performed in conformance with the requirements of municipal, government, utilities and all other authorities having jurisdiction. The Design-Builder shall review all operating manuals with the Owner or its representatives and provide at least three sessions of hands-on training to ensure that the Owner and its representatives are familiar with the operating systems of the Project.