

## REQUEST FOR PROPOSALS (RFP)

For Construction Management (CM) for Services and Construction

RFP No. RP213-2017-03

ISSUE DATE:	Friday May 12, 2017
DEADLINE FOR PROPONENT ENQUIRIES	Wednesday May 24, 2017 no later than 5 pm ET (local Toronto time)
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES	Friday May 26, 2017
PROPOSAL SUBMISSION DEADLINE	Thursday June 1, 2017, no later than 3:00pm ET (Toronto Local Time)
INTERVIEWS (IF REQUIRED)	Monday June 5 <sup>th</sup> 2017 between 9:00 am and 2 pm
Contract Start Date	Tuesday June 6 <sup>th</sup> , 2017

PROPOSER ENQUIRIES only by e-mail to:  
[procurement@partnershipagainstcancer.ca](mailto:procurement@partnershipagainstcancer.ca)

**\*\*** Proponents should reference this RFP number (RFP No. RP213-2017-03) in the subject line of their correspondence. **\*\***

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## History of the Partnership

The Canadian Partnership Against Cancer (the Partnership) works with Canada's cancer community to reduce the burden of cancer through coordinated system-level change. Grounded in and informed by the experiences of those most affected by cancer, the organization plays a unique role working with partners to support multi-jurisdictional uptake of the knowledge emerging from cancer research and best practices in order to optimize cancer control planning and drive improvements in quality of practice across the country. Partners include provincial and territorial cancer programs; federal organizations and agencies; First Nations, Inuit and Métis organizations; national health and patient organizations; and individual experts who provide strategic cancer control insight and advice from both patient and professional perspectives.

Through sustained effort and a focus on the full cancer continuum from prevention and treatment through to survivorship and end-of-life care, the Partnership supports the collective work of the broader cancer control community in achieving long-term outcomes that will have a direct impact on the health of Canadians: reduced incidence of cancer, less likelihood of Canadians dying from cancer, and an enhanced quality of life of those affected by cancer. For more information, visit [partnershipagainstcancer.ca](http://partnershipagainstcancer.ca). The Partnership is also the driving force behind [cancerview.ca](http://cancerview.ca), which connects Canadians to cancer control services, information and resources. The Partnership is funded by Health Canada.

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## 1.0 INSTRUCTION TO PROPONENTS

### 1.1 *Invitation to Proponents*

This Request for Proposals ("RFP") is an invitation to Construction Management firms (the "Proponents") to submit proposals (the "Proposals") for **Construction Management for Services and Construction** to configure office space, described in Schedule A (the "Deliverables / Scope of Services"). The Canadian Partnership Against Cancer (the "Partnership") is seeking to engage a firm with representation throughout Greater Toronto Area (GTA) to facilitate the buildout of office space. The design has incorporated modern office design principles recognizing changes over the past several years as to how people work including that which supports a high degree of collaboration. This RFP is issued by the Partnership, a not-for-profit corporation funded by Health Canada.

Three guiding principles were established to guide the development of this project:

1. Must be fiscally prudent recognizing that the Partnership is accountable for expending public funds.
2. Must be supportive of the delivery of cancer control outcomes that benefits Canadians which can be referenced from the Partnership's website <http://www.partnershipagainstcancer.ca/resources-publications/strategic-documents>
3. Office space requirements must be functional and realistic.

### 1.2 *Enquiries*

Proponents should forward all enquiries and other communications, via e-mail only to:

[procurement@partnershipagainstcancer.ca](mailto:procurement@partnershipagainstcancer.ca)

All enquiries should be made via e-mail to the e-mail address above and enquiries submitted in any other way will not be accepted or answered. Proponents acknowledge that all enquiries received from Proponents and corresponding responses provided by the Partnership will be disclosed to all Proponents by way of an Addendum.

All enquiries and communications should be received prior to the Deadline for Proponent Enquiries set out in Section 1.7.



### **1.3 Proposal Submission**

Proponents should submit their Proposals in two separate parts. The financial part will contain the price portion of the Proposal using the Proposal Form, in Schedule C. The technical part will contain the rest of the Proposal. Each part should be submitted in separate sealed package or electronic file in accordance with the instructions in this section.

Proponents should submit seven (7) printed hard copies of the Proposal with original signatures, packaged in a sealed envelope and labelled with the Proponent's name and address, delivered to the address below before the Proposal Submission Deadline set out in Section 1.7:

Canadian Partnership Against Cancer Corporation  
1 University Ave, Suite 300  
Toronto, ON M5J 2P1  
Attention: Teresa DeFrenza

Proponents should also submit one electronic copy in Microsoft Word format or Portable Document Format (PDF), sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline.

E-mail: [procurement@partnershipagainstcancer.ca](mailto:procurement@partnershipagainstcancer.ca)

Proposals submitted in any other manner may not be accepted.

In the event of conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the hard copy of the Proposal shall prevail. **Both the hard copy and electronic copy should be submitted before the Proposal Submission Deadline.** Failure to deliver either the hard or electronic copy to the Partnership, before the Proposal Submission Deadline may result in disqualification. It is the sole responsibility of the Proponent to ensure the hard copy and the electronic copy are received by the Partnership, before the Proposal Submission Deadline.

### **1.4 Agreement for Deliverables**

The selected Proponent will be required to enter into CCDC 5B-2010, including tendering the work, enter into contracts with the successful trades and roll the Fees for Services and Work and the Cost of the Work into a Contract Price, as per Article A-8, CCDC 5B-2010, Appendix -Stipulated Price Option (the "Agreement") with the Partnership for the provision of the Deliverables / Scope of Services, detailed in Schedule A. The Agreement will be substantially in the form included in Schedule E.



### **1.5 Contract Period**

It is the Partnership's intention to enter into an Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of up to two (2) years.

### **1.6 Intentionally Deleted**

### **1.7 RFP Timetable and Process**

The following is the schedule for this RFP:

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DEADLINE FOR PROPONENT ENQUIRIES	Wednesday May 24, 2017 no later than 5 pm ET (local Toronto time)
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INTERVIEWS (if required)	Monday June 5 <sup>th</sup> 2017 between 9:00 am and 2 pm
Contract Start Date	Tuesday June 6 <sup>th</sup> , 2017

### **1.8 Submission Requirements**

The Proposal should include:

- Fully complete and have the included Proposal Form executed by a duly authorized signing officer of the Proponent. Include the completed Proposal Form, Schedule C in the proposal document.
- Provide the names of all officers, directors and major shareholders of the Proponent, Schedule B - Form of Offer.
- Provide an Agreement to Bond from the bonding company, confirming the Proponent's ability to obtain a 50% Performance Bond and 50% Labour and Material Bond for this project.
- Provide a letter of good standing from the Workplace Safety and Insurance Board and your firm's accident frequency rate for the past two (2) years of operations.



- List all services that your firm proposes to provide, in addition to the basic services noted above.
- Provide the detailed list of the General Conditions items that will be provided by the Construction Manager, as referenced in Schedule A, Section 4.
- List and provide resumes for the key personnel who will be assigned to the project.

Responses to the following additional questions will be considered in the analysis of the Proposals.

- Describe your approach to scheduling, budgeting and value engineering during the design and contract document phases of the project.
- Describe the control and reporting mechanisms and processes that you will employ.
- Describe how you will ensure Quality Assurance (QA) /Quality Control (QC) in the delivery of the project.

Failure to include any required components of the Proposal, as listed above may result in disqualification of the Proposal (see Section 1.9.1).

## **1.9 Evaluation Process and Criteria**

Proposals will be reviewed and evaluated by an evaluation committee which is comprised of representatives of the Partnership (the “Evaluation Committee”).

### **1.9.1. Mandatory Criteria**

- First, the Partnership will evaluate Proposals for compliance with the following Mandatory Criteria:

<b>MANDATORY FORMS:</b>
Form of Offer (Schedule B)
Proposal Form (Schedule C)
Contractor’s Qualification Statement CCDC11-1996 (R2006) (Schedule D)

Any Proposal that does not meet the Mandatory Criteria may be disqualified. If a proposal is disqualified, it will not be further evaluated.





### 1.9.2. *Rating Criteria*

Next, the Partnership will evaluate and score Proposals based on the following rating criteria:

Evaluation Criteria	Weights	Minimum Required Score
<p>Qualifications and experience of the Proponent</p> <ul style="list-style-type: none"> <li>• Suitable and appropriate experience of team, on projects of a similar nature and size.</li> <li>• Proponents organization structure, experience and expertise to successfully take this project</li> </ul>	25%	n/a
<p>Quality of the proposed approach, work plan and schedule to complete on time and in budget</p> <ul style="list-style-type: none"> <li>• Describe your approach to scheduling, budgeting and value engineering during the design and contract document phases of the project.</li> <li>• Describe the control and reporting mechanisms and processes that you will employ.</li> <li>• Describe how you will ensure QA/QC in the delivery of the project</li> </ul> <p>Evidenced understanding of the project requirements and suitability of Proponents approach for the project delivery. Including their:</p> <ul style="list-style-type: none"> <li>• Approach</li> <li>• CM resources</li> <li>• Project Management software</li> <li>• Progress reporting</li> <li>• Tendering &amp; change control</li> <li>• Managing meetings</li> <li>• Permit procurement, signoff approach</li> <li>• Project close out</li> </ul> <p>Schedule and Budget</p> <p>Meeting milestone dates in managing a schedule.</p> <p>Communicate status of project's financial status in a timely manner.</p>	30%	n/a
<p>Quality Control and Assurance / Interview (if required)</p> <ul style="list-style-type: none"> <li>• Proponents submitting a Proposal in response to this RFP that are short-listed may be required to attend a meeting to discuss their Proposal and provide a</li> </ul>	20%	



presentation of past projects and draft designs that are most relevant to the Partnership's project		
Fixed Fee Price (see Schedule C)	25%	n/a
<b>Total</b>	<b>100%</b>	<b>65</b>

NOTE: The Partnership reserves the right to revise the minimum required score threshold, if not enough Proposals have met the threshold.

### 1.9.3. *Stages of the Proposal Evaluation*

The Partnership may conduct the evaluation of Proposals in the following three (3) stages:

#### **Stage I**

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Partnership, be disqualified and not be evaluated further.

#### **Stage II**

Stage II may consist of a scoring by the Partnership of each qualified Proposal on the basis of the rating criteria. The Partnership will shortlist the top scoring Proposals and their respective Proponent organizations will be invited to an interview at the Partnership offices. Interviews (if required) to be scheduled, at a time that is convenient for the Partnership.

#### **Stage III**

Upon completion of Stage II for all Proposals, the sealed pricing envelope provided by the Proponent(s) that meet the Minimum Required Score will then be opened and Stage III may consist of a review of the pricing submitted for best value. The evaluation of price may be undertaken after the evaluation of mandatory requirements (Stage I) and any rated requirements (Stage II) has been completed.

#### **Cumulative Score**

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the Partnership, the highest scoring Proposal will be selected and the Proponent of that Proposal will be invited to enter into the Agreement in accordance with Sections 1.4 and 1.5.



The Partnership intends to award an Agreement to the Proponent who submits the most advantageous Proposal to the Partnership as determined by the Partnership through the evaluation process.

The Proposal with the lowest price will not necessarily be selected. While price is a determinant in the selection process, it is to be clearly understood that there should be a full and complete understanding of the services/deliverables to be provided, demonstrated through the Proposal as presented. It is the intention of the Partnership to enter into an Agreement with the Proponent providing the best value to the Partnership as identified through the evaluation process.

If no Proponents demonstrate appropriate qualifications or experience, the Partnership reserves right in its sole discretion, without liability cost or penalty, to cancel this RFP, or choose not to award an Agreement to any of the Proponents.

#### **1.10 Pricing**

The Proponent should assume that it is required to supply all necessary professional staff to undertake the project. The Proponent should submit pricing (Schedule C) in a separate sealed package or separate electronic file from the rest of the Proposal (see Section 1.3).



## 2.0 SUPPLEMENTARY TERMS AND CONDITIONS

The Partnership may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

### 2.1 *All New Information to Proponents by way of Addenda*

This RFP may be amended only by a written addendum (an “**Addendum**”) in accordance with this section. If the Partnership, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addenda made available to all Proponents in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. **It is the sole responsibility of the Proponent to ensure that it has received all Addenda pertaining to this RFP.** The Partnership will not take any responsibility for losses, misunderstandings, errors or omissions from the Proponent not having received or reviewed any and all Addenda.

### 2.2 *Ownership of Proposals*

All information obtained by the Partnership from Proponents in connection with this RFP will remain with the Partnership and be retained for internal purposes. Information provided by Proponents in response to this RFP may be disclosed by the Partnership if permitted or required by law.

### 2.3 *Governing Law of RFP Process*

The RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### 2.4 *Proponents to Follow Instructions*

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made. Proponents responding to the RFP should provide additional information related to contacts and their corporate identity and status.

- The Proponents must submit a signed Form of Offer in the form of Schedule B with its Proposal.
- The Proponent should identify a single point of contact through which all communications from the Partnership will be channeled.



- Corporate information and signing authority: The legal status (incorporation, partnership, etc.) and registered legal name of the Proponent must be clearly identified in the Proposal, along with the name, title and telephone number of the individual who will be the Proponent's signing authority for the Agreement. Proponents should also include their HST number or the relevant information required for taxation purposes.

## **2.5 *Proponents Shall Bear Their Own Costs***

The Proponent shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

## **2.6 *Communication after Issuance of RFP***

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities, and may direct questions or seek additional information by e-mail to the e-mail address set out in Section 1.2, before the Deadline for Proponent Enquiries set out in Section 1.7. No such communications are to be directed to the Partnership in any other manner. It is the responsibility of the Proponent to seek clarification from the Partnership on any matter it considers to be unclear. The Partnership is under no obligation to provide additional information; but, may do so at its sole discretion.

## **2.7 *Partnership May Seek Clarification and Incorporate Response into Proposal***

The Partnership reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. The response received by the Partnership from a Proponent shall, if accepted by the Partnership, form an integral part of that Proponent's Proposal. The Partnership reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. If the Partnership receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Partnership to be inaccurate, incomplete, faulty or misleading, the Partnership reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

## **2.8 *RFP Incorporated into Proposal***

All of the provisions of this RFP and its schedules are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.



## **2.9 Confidentiality**

All information received by the Proponent provided by or obtained from the Partnership in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Partnership and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Proponent to the Partnership immediately upon the request of the Partnership.

## **2.10 Disqualification**

The Partnership may disqualify a Proposal on grounds of faulty submission, improper conduct or provision of inaccurate or misleading information by the Proponent.

## **2.11 Reserved Rights**

The Partnership, without liability, cost or penalty reserves the right to:

1. amend or supplement this RFP at any time prior to five (5) calendar days before the Proposal Submission Deadline;
2. reject any or all Proposals in its absolute discretion;
3. make public the names of any or all Proponents;
4. verify with any third party any information set out in a Proposal;
5. check references other than those provided by any Proponent;
6. disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
7. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
8. accept any Proposal in whole or in part;
9. cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables;
10. adjust the scoring of or reject a Proponent's Proposal on the basis of:
  - (i) a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the information provided by a Proponent pursuant to the Partnership exercising its clarification rights under this RFP process; or
  - (iv) other relevant information that arises during this RFP process; or



11. waive formalities and accept Proposals that substantially comply with the requirements of this RFP.
12. This RFP is not an offer to enter into a bidding contract (often referred to as "Contract A") or a contract to carry out the services contemplated in this RFP (often referred to as "Contract B"). Neither this RFP nor the submission of a response nor its receipt by the Partnership shall create any contractual rights or obligations whatsoever on either the Partnership or any Proponent, nor oblige the Partnership in any manner whatsoever.

### **2.12 *Bait and Switch***

By submitting a Proposal the Proponent agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its Proposal.

The Proponent agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to the Partnership's RFP. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the Partnership. In the event the Proponent wishes to substitute any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. The Partnership shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The Partnership shall not unreasonably withhold approval of staff changes.

### **2.13 *Termination of the Arrangement***

In addition to all of the Partnership's other remedies, if a selected Proponent fails to perform the services or satisfy the requirements, the Partnership may, in its sole and absolute discretion and without incurring any liability, terminate the arrangement.

### **2.14 *Negotiations***

The Partnership may award a contract on the basis of initial Proposals received, without discussion. Therefore, Proponents' Proposals should contain the Proponents' best terms/information, including all required documentation.

The Partnership reserves the right to enter into discussions/negotiations with the preferred Proponent. The Partnership has the right, as part of the discussion/negotiation to negotiate changes, amendments or modifications to the Proposal as submitted, without offering other Proponents the opportunity to amend their Proposals. There shall not be a binding contract unless and until the Partnership



and the Proponent have entered into the Agreement for the provision of the services contemplated in this RFP on terms and conditions acceptable to the Partnership and the preferred Proponent, at which time the preferred Proponent shall become the successful Proponent.

If for any reason, the Partnership is unable to negotiate a successful contract with the selected Proponent, the Partnership may terminate the negotiations and may either terminate the RFP process or proceed to enter into negotiations with another Proponent, who shall thereupon become the selected Proponent. This process would continue until a contract has been executed, the RFP process is terminated.





## SCHEDULE A - Services and Deliverables

### 3.0 Project Description

PRESENT ADDRESS: 1 University Avenue, 3<sup>rd</sup> Floor, Toronto  
PROPOSED NEW ADDRESS: 145 King Street West, 9<sup>th</sup> Floor, Toronto

Interior fit up, full floor. Landlord has already returned to base building.  
Number of floors - 1  
Total rentable area - 24,682 square feet  
Project is not phased or intended for sequential tender  
Construction Budget: \$110 per rentable square foot approximately

#### General Description of Space:

Refer to Plans and Images in Exhibit A  
Majority of base building ceiling to remain augmented with some drywall and some areas open to slab.  
Majority of floor finishes resilient or carpet tile with some porcelain/ceramic tile.  
Computer servers will be housed off site.  
AV and video conferencing in select areas throughout.

### 3.1 *Project Team*

The Partnership has retained the firm of HOK, Inc. (HOK) for Interior Design Consulting Services. HOK is responsible for the coordination of the project delivery team which includes:

- Project Manager - HOK
- Mechanical Consultant - HH Angus
- Electrical Consultant - HH Angus
- Computer, Voice & Data Consultant - HH Angus
- Audio Visual Consultant - pending

The Construction Management firm will be responsible for the delivery of all required, requested and proffered services which are to be included in the contract between the Partnership and the successful Proponent.

### 3.2 *Project Schedule and Budget*

The scheduling for this project is as indicated is as follows

- Construction Documents issued for Permit: 12 June 2017



- Permit Application: 12 June 2017
- Construction Documents issued for Tender: 26 June 2017
- Bids Close: 14 July 2017
- Prices compiled, Stipulated Price determined, contract award: 18 July 2017
- Construction Commences: 24 July 2017
- Furniture Installation commences: 23 October 2017
- Substantial Completion: 28 October 2017
- Move In commences: 08 November 2017
- Operational: 13 November 2017

It will be a requirement of the successful Proponent to develop, monitor and maintain detailed construction schedules and budgets based on the proposed phasing schedules and square footage budget described herein.

All proponents are advised that maintenance of the project schedule is of paramount importance. Staffing and resources provided for the project must be adequate to guarantee timely performance.

### **3.3    *Basic Required Services and Construction Management Overview***

The intent of this RFP is to identify a Construction Management firm able to provide a full suite of services through the pre-construction to post-construction stages of the project. Evaluation will be based on the quality of the project team, the Fees for Services and Fees for Work, Proposed General Conditions costs and the Proponent's mark-up on the cost of sub-trade contracts and any changes to the work.

The successful Proponent will enter into an Agreement with the Partnership to provide the required and /or offered Construction Management Services and Construction for a specified fixed fee. Form of Contract will be CCDC 5B-2010, Construction Management Contract - for Services and Construction, as amended by Supplementary Conditions 00 73 02, attached as Schedule E.

The Stipulated Price Option, Article A-8 of CCDC 5B-2010, as amended by Supplementary Conditions 00 73 03 attached Schedule E.

The Construction Manager's fee will be a Fixed Fee for Services and Fixed Fee for Work as per Article A-5 of CCDC 5B-2010.



The CCDC 5B-2010 Contract shall be prepared by the successful Proponent for execution with the Partnership.

Proponents are advised that the Construction Manager will be responsible for the construction of all elements of the Work, including and without limitation, the following.

- Set-up and protection of the individual working areas
- Maintenance of all safety and security requirements as stipulated by code, the landlord, and the Partnership for the protection of staff and visitors
- Maintenance of a clean and orderly work site
- Demolition and removal of material from all affected areas
- Construction of new structural, architectural, mechanical, electrical and life safety systems as indicated on the drawings and included in the contract documents
- Co-ordination of services for, and installation of equipment provided by the Partnership
- All general conditions outside of the sub-trade contracts

The Fee must include for the provision of the Services and Work for all components of the work, including those itemized above.

The services described in Sub-Sections 4.1 below, are the Basic Services that must be provided by the Proponents. Any additional services which Proponents may offer to the Project Team are to be fully described in the proposal submission document and cost of these services to be outlined in detail.

#### 4.0 Pre-construction

The services described below are to be provided during the Pre-construction phase of the project for all elements of the work.

- Construction Schedule Development, Monitoring and Maintenance - In consultation and cooperation with the Project Team, develop a detailed schedule within one week of notification of award. The schedule must be up-dated and re-issued on a monthly basis, or more frequently as may be reasonably required from time to time. The schedule must identify phasing required to complete the work, tasks which have slipped from the original schedule and any measures which must be undertaken to bring the schedule back to ensure the substantial completion date.
- Construction Budget Development, Monitoring and Maintenance -In consultation and cooperation with the Project Team, review the existing construction budget, and commence budgeting immediately based on information provided by the Project Team. Refine the estimate as design is developed. The cost estimate is to be continually up-dated and re-issued on a monthly basis, identifying component areas which have slipped from



the budget and any measures which must be undertaken to bring the costs back to within the approved budget.

- Construction Documentation Review - Continually review drawings and specifications and provide feedback to the Project Team with respect to the completeness and coordination of construction documents. Be proactive and provide advice as required to mitigate the impacts of incomplete and uncoordinated documents whether resulting from early tender issues or otherwise. Provide advice to the Project Team with respect to the documentation required for and timing of early tender packages.
- Tendering - Identify all early tender packages that are required to be issued prior to construction documentation completion. Identify and pre-order any long lead delivery items. Ensure the timely availability of materials, labour and equipment as required to maintain the project schedule. Determine scope of sub-trade work packages and prepare all tender packages necessary to deliver the total project. Ensure all bidders receive all necessary information to provide complete bids and understand the entire scope of work for theirs and all other trades. Provide bid documents including Instructions to Bidders and Bid Forms. Identify and pre-qualify all sub-trades that are physically and financially capable of performing the work.
- Phasing - Provide budgeting and scheduling advice to assist the team in maintaining the various phase completion dates and budgets.
- Mobilization - Determine the logistics and requirements for the set-up of the site during construction. Work with the Project Team to develop measures to optimize construction efficiency, and minimize and mitigate the impacts of the construction of later phases on the areas occupied by the Partnership. This requirement would include the Construction Manager's compliance with all applicable safety laws and regulations, as well as the Landlord's policies and procedures and any supplementary requirements of the Partnership.
- Approvals - Assist the Project Team in obtaining necessary approvals and permits required for the construction of the project. Apply for building and other necessary permits.

#### **4.1 Construction**

The services described below are to be provided during the construction phase of the project.

- General Administration - Schedule and chair regular construction site meeting. Prepare and distribute meeting minutes.



- Cost Control - Provide advice with respect to options available to redesign and reduce costs should tenders exceed budget costs. Expedite the pricing of changes whether by own forces or sub-trades.
- Schedule Control - Be responsible for the scheduling of all activities related to the construction of the Project. Immediately bring to the attention of HOK any proposed changes or events that occur, which may have the effect of delaying the completion of the work. Provide regular monthly up-dates or more frequently as could be reasonably required from time to time, of the schedule reflecting the actual progress of the Work. Undertake and institute all measures necessary to maintain the scheduled completion dates.
- Construction Supervision - Provide all necessary resources to coordinate, supervise and direct the work of the construction team. Provide full time site supervision.
- General Conditions - Provide all general conditions as per CCDC 5B-2010 including project management, site supervision, field engineering, safety, hoisting, clean-up, accounting, and site management to the highest standards of the construction industry. Provide, maintain and pay for third party liability insurance coverage in the amount of Five (5) Million Dollars and all other standard insurance coverage including Automobile liability. Provide, maintain and pay for Builder's Risk Insurance as required by the Partnership. Determine from the Partnership which, if any coverage they are providing for the project. Advise on insurance needs.
- Contract Administration - It will be the responsibility of the Construction Manager to hold and administer all sub-trade contracts for the project. This responsibility will include but not be limited to the execution, negotiation, and monitoring of all relevant contract issues between the CM and the sub-trades.
- Health and Safety - Maintain the job-site as required to ensure the health and safety of workers, other tenants, staff and visitors as befits the location of the project. Assume all obligations and liabilities of the Constructor of the Project for each and every sub-trade, contractor and employer engaged on the Project, under the terms of the applicable provincial safety regulations.
- Warrantees and Guarantees - Obtain all required warrantees and guarantees including extended warranties, required for the project. Be responsible to the Partnership to ensure the timely correction of warranted work.
- Contract Completion and Closeout - Conduct deficiency inspections and expedite the correction of all deficiencies. Collect, collate and submit closeout submission in accordance with the Construction Documentation and specifications. Manage the contract closeout process to obtain inspections



and approvals by the Authorities having Jurisdiction. Monitor owner training and ensure the completeness and delivery of maintenance materials, instructions and as-built documents. Assist the Partnership in the development and delivery of the commissioning plan.

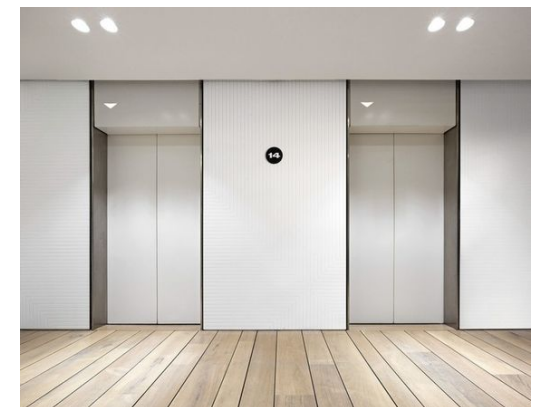
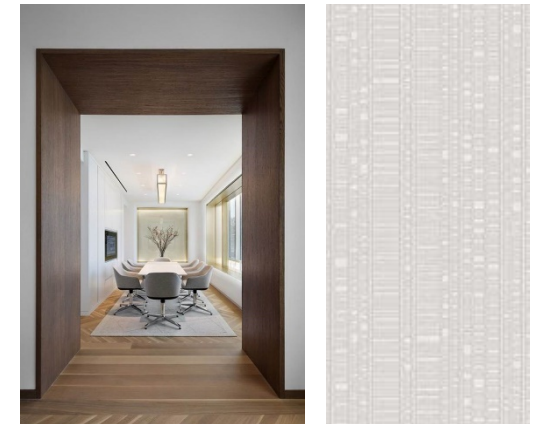


## EXHIBIT A- Concept Design

145 King Street West, 9<sup>th</sup> Floor

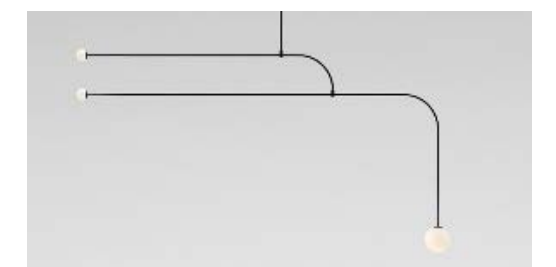


# Elevator Lobby



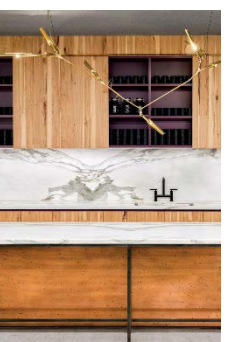
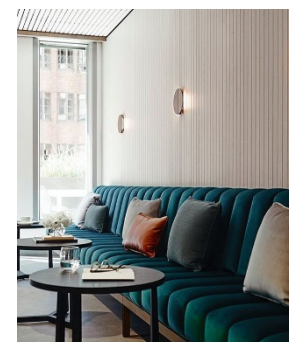
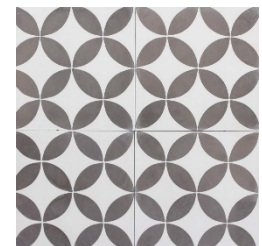


# Reception | Reception Desk



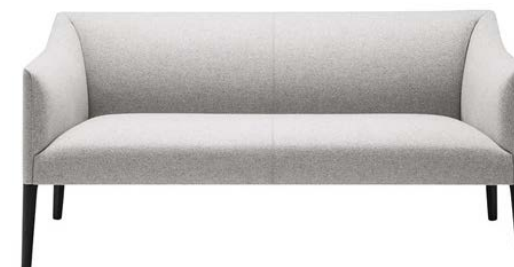
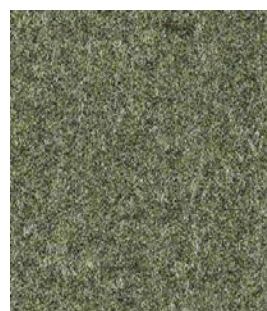


# Café | The Local



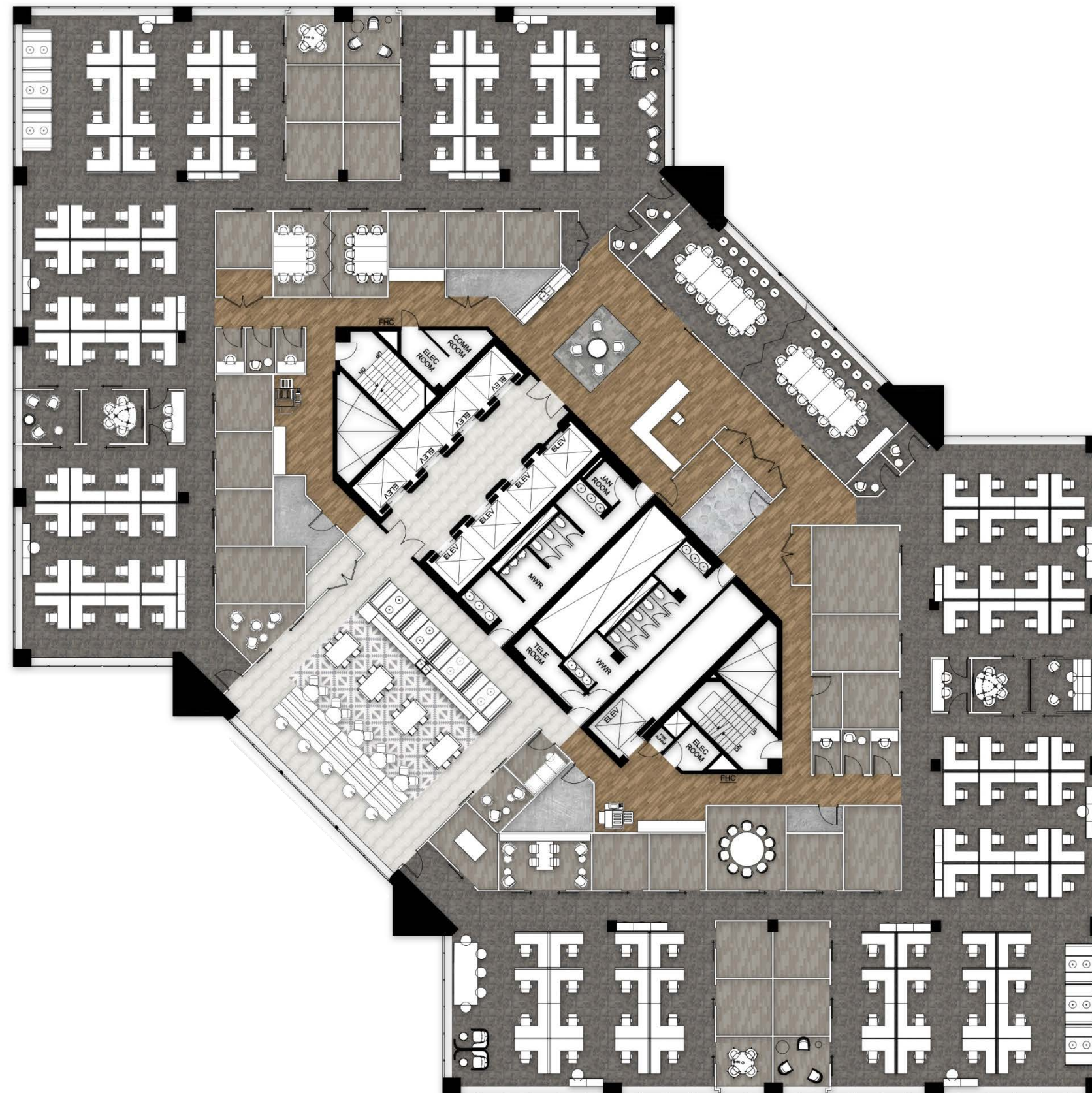





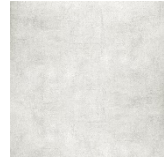


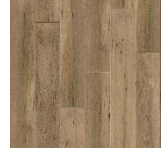

# Open Office | The Jewel Box





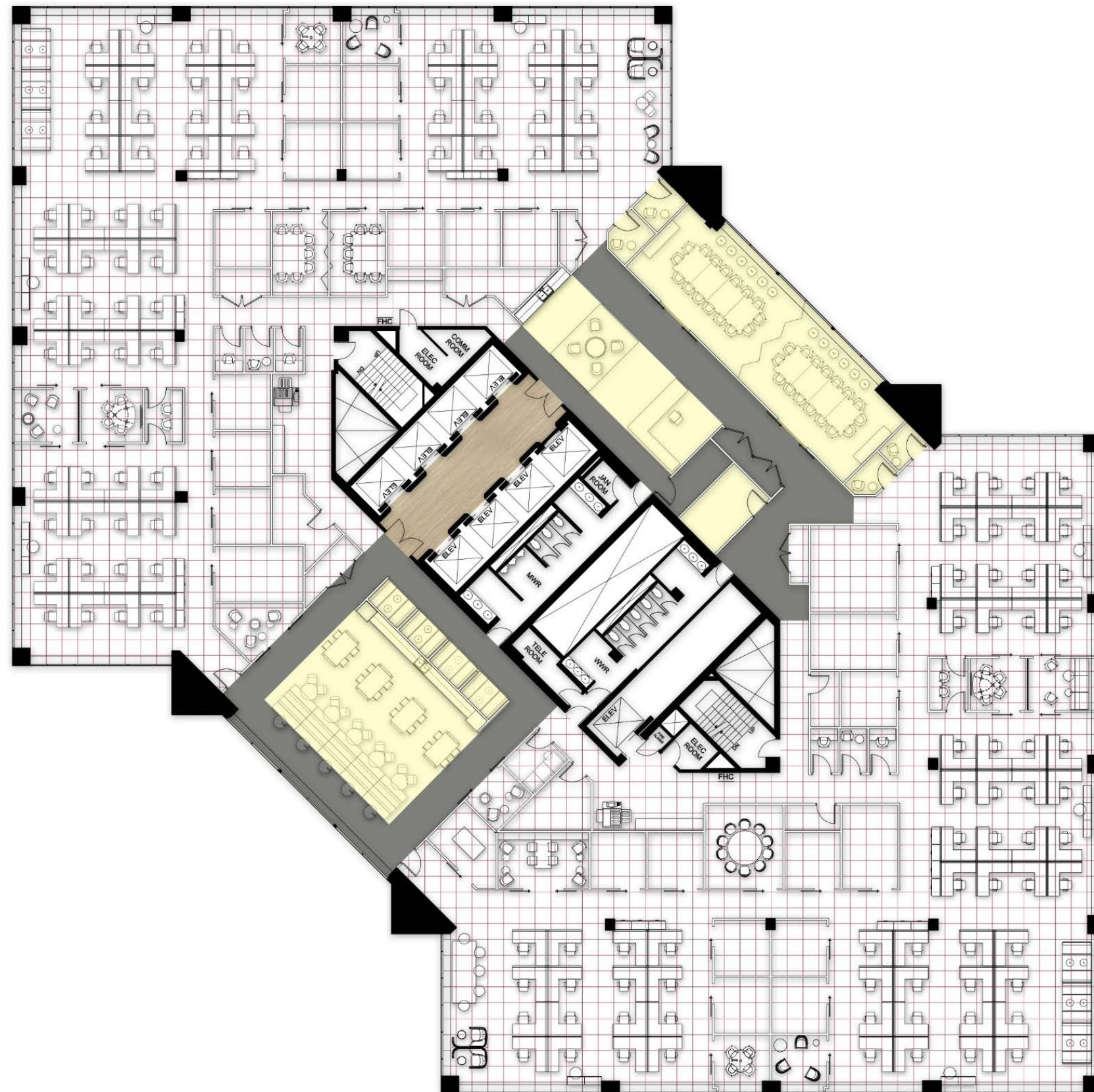
# Floor Plan | Floor Finishes

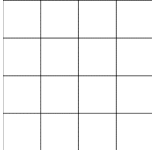





-  Office/MR Carpet
-  Field Carpet
-  Base Building
-  Field Porcelain Tile
-  Feature Porcelain Tile
-  Washroom  
Feature Tile TBD
-  Luxury Vinyl Tile
-  Area Rug



# Reflected Ceiling Plan | Finishes



-  T-Bar Ceiling
-  Gypsum Board Ceiling
-  Painted Exposed Ceiling
-  Feature Wood Ceiling



## SCHEDULE B - Form of Offer

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent's Proposal.

To the Canadian Partnership Against Cancer:

### 1. Proponent Information

(a) The full legal name of the Proponent is:

---

(b) Any other relevant name under which the Proponent carries on business is:

---

(c) The jurisdiction under which the Proponent is governed is:

---

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

---

(e) The Proponent is:

*Proponents must select one of the following choices.*

- ☐ a corporation
- ☐ a partnership
- ☐ a joint venture
- ☐ an incorporated consortium
- ☐ a consortium that is a partnership
- ☐ other legally recognized entity: {Specify type or state "N/A".}



## 2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables / Scope of Services required under the RFP. By submitting the Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, and offers to provide the Deliverables in Schedule A in accordance therewith at the price set out in the Pricing Sheet as Schedule C.

## 3. Mandatory Forms

- (a) The Proponent encloses herewith as part of the Proposal, the mandatory forms provided and set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Schedule B)		
Proposal Form (Schedule C)		
Contractor's Qualification Statement CCDC11-1996 (R2206) (Schedule D)		

## 4. Price

The Proponent has submitted its price in accordance with the instructions in the RFP and in the form set out at Schedule C.

## 5. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

{List Addenda numbers or, if no Addenda were issued, state "None".}

---

---

---

---

## 6. Validity

The Proponent agrees that its Proposal shall be valid for ninety (90) days following the Proposal Submission Deadline.



## 7. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the Partnership discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
  - i. having or having access to information in the preparation of its Proposal that is confidential to the Partnership and not available to other Proponents;
  - ii. communicating with any person with a view to influencing preferred treatment in the RFP process; or
  - iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations under the Agreement, the supplier's other commitments, relationships or financial interests
  - i. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
  - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

***Proponents must choose one of the following two options***

☐ The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

**OR**

☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. The details of the actual or potential Conflict of Interest are as follows:





--

## 8. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

## 9. Execution of Agreement

The Proponent understands that, in the event its Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to finalize and execute an Agreement, substantially in the form included in Schedule E. Changes to this form to be issued as an addendum.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFP.

Signature of Witness:	Signature of Proponent representative:
Name of Witness:	Name and Title of Proponent representative:
	Date:
	I have authority to bind the Proponent.



## SCHEDULE C - Proposal Form

Having read and fully understood the requirements of the Request for Proposal for Construction Management for Services and Construction for the Tenant Interior Improvements for **the Partnership**, we hereby agree to provide all necessary labour, equipment, material, supervision and management resources required to deliver the services requested and/or offered herein. Our Fixed Fee as per CCDC 5B Article A-5 Construction Manager' Fee will be:

Fee for *Services* as defined by CCDC 5B.

\_\_\_\_\_ Dollars and zero cents  
(\$ \_\_\_\_\_ .00) (Excluding HST)

Fee for *Work* as defined by CCDC 5B.

\_\_\_\_\_ Dollars and zero  
cents (\$ \_\_\_\_\_ .00) (Excluding HST)

In consideration of the above we have affixed our names and the seal of the Corporation.

---

Seal



Proponents are required to indicate costs of the General Condition items, which pertain to the Cost of the Work, and will become a part of the Stipulated Price in addition to the Work tendered to Subcontractors. Enter costs in following table for applicable items and add to the list other General Condition items that would be additional to Fees and will become a part of the Stipulated Price.

All other costs are assumed to be part of Construction Manager's Fees for Services and Work and will not qualify as General Conditions. (E.g. Other head office staff assisting on project - secretarial, closeout etc.)

Item	Cost per Week	Duration in Weeks	Cost for Project
<b>Preconstruction</b>			
Principal			
Project Manager			
Project Coordinator			
Project Accountant			
Superintendent			
Estimator			
Other - describe			
Other - describe			
Subtotal			
<b>Construction</b>			
Principal			
Project Manager			
Project Coordinator			
Project Accountant			
Superintendent			
Estimator			
Other - describe			
Other - describe			
Safety Officer			
Site Labourer(s)			
Site Carpenter(s)			
Driver(s)			
Other - describe			
Other - describe			



Item	Cost per Week	Duration in Weeks	Cost for Project
Subtotal			\$
<b>Temporary/Site Facilities</b>			
Site Office			
Site Office - Equipment and Supplies			
Temporary power and lighting			
Communications - radio/cell etc.			
Temporary Toilets			
Small Tools, Supplies & Rentals			
Consumable Supplies			
Site Protection			
Temporary Hoarding			
Disposal, Garbage Bins & Dump fees			
Safety/First Aid Kits/Supplies			
Temporary Security			
Other- describe			
Subtotal			\$
<b>Clean-up</b>			
Daily/Continuous clean up			
Pre-Occupancy clean up (final)			
Disposal, Garbage Bins & Dump fees			
Post Move Paint Touch-Ups			
Other- describe			
Subtotal			\$
<b>Fees and Services</b>			
Insurance			
50% Performance Bond			
50% Labour and Materials Bond			
Building Permit Fees			
Other - describe			



Item	Cost per Week	Duration in Weeks	Cost for Project
Total General Conditions			\$

I/We agree that changes to the Work, whether added or deleted, exclusive of Work covered by Unit Prices (which include overhead and profit), shall be based on actual cost of labour and material plus a total mark-up as follows:

- (a) Work carried out by the Construction Manager's own forces: \_\_\_\_\_% overhead and profit combined.
- (b) Work carried out by the Subcontractor: \_\_\_\_\_% overhead and profit combined.
- (c) Contractor's mark-up on Subcontractors Work: \_\_\_\_\_% overhead and profit combined.

This Proponents Submission is made entirely in accordance with RP213-2017-03 by your signature hereunder, it is deemed that you have read and agreed to all terms and conditions in the same manner as had such terms and conditions appeared above your signature, and that you have the authority to bind the Proponents.

Signature of Proponent representative:

Name and Title of Proponent representative:

Date:

I have authority to bind the Proponent.

**END OF PROPOSAL FORM**



**SCHEDULE D - Contractor's Qualification Statement CCDC11-1996  
(R2006)**

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

This document is intended to provide information on the capacity, skill, and experience of the Contractor. Applicant may supplement information requested with additional sheets if required.

Project Number:

Project Title:

Location:

## 1. Submitted to:

Firm Name:

Address:

Phone:

Fax:

E-mail:

## 2. Submitted by:

Firm Name:

Address:

Phone:

Fax:

E-mail:

## 3. Legal Structure of Contractor:

Year Established:

Joint Venture, Corporation, Partnership, Registered, Sole Proprietor ,

Other:

Names and Titles of Officers, Partners, Principal:

Name

Title / Position

I declare the information in this form to be true and correct to the best of my knowledge

**Name of Contact Person:**

**Title of Contact Person:**

Apply CCDC 11 copyright seal here.

*Use of a CCDC 11 document not containing a CCDC 11 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 11 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 11 - 1996 (R2006).*

**CCDC** Copyright 1996 (R2006)  
Canadian Construction Documents Committee

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

## 4. Financial References

a. Bank Name:

Address:

Contact Person(s):

Phone:

Fax:

E-mail:

b. Bonding Company:

Address:

Contact Person(s):

Phone:

Fax:

E-mail:

## 5. Annual value of construction work for the past five years

Year	Value
	\$
	\$
	\$
	\$
	\$

## 6. Key office personnel proposed for the project

(e.g. Principal in Charge, Project Manager, Estimator, etc)  
attach resume of qualifications and experience:

Name

Title / Position

## 7. Key site personnel proposed for the project

(e.g. Project manager, Superintendent, Foreman, etc)  
attach resume of qualifications and experience:

Name

Title / Position

8. Principal projects completed in the past five years. Listed in Appendix A.

9. Similar or related projects completed. Listed in Appendix B.

10. Major construction projects underway this date. Listed in Appendix C.



## APPENDIX A Principal projects completed in the past five years.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX A Principal projects completed in the past five years.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX A Principal projects completed in the past five years.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX A Principal projects completed in the past five years.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX A Principal projects completed in the past five years.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX B Similar or related projects completed.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX B Similar or related projects completed.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX B Similar or related projects completed.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:



## APPENDIX B Similar or related projects completed.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

## APPENDIX B Similar or related projects completed.

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

### Project Title

Date Completed:

Project Value: \$

Location:

### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

## APPENDIX C

### Major construction projects underway as of the date of submission.

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

## APPENDIX C

### Major construction projects underway as of the date of submission.

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

## APPENDIX C

### Major construction projects underway as of the date of submission.

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

## APPENDIX C

### Major construction projects underway as of the date of submission.

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

# Contractor's Qualification Statement

Standard Construction Document

CCDC 11– 1996 (R2006)

## APPENDIX C

### Major construction projects underway as of the date of submission.

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:

#### Project Title

Scheduled Completion Date:

Project Value: \$

Percent Completed:

Location:

#### Owner:

Contact Person(s):

Phone:

Fax:

E-mail:

#### Consultant:

Contact Person(s):

Phone:

Fax:

E-mail:

Description:



**SCHEDULE E - Supplementary Conditions to CCDC 5B - 2010  
Construction Management Contract**



## **SUPPLEMENTARY CONDITIONS**

The Canadian Standard Construction Document, CCDC-5B, Construction Management Contract – for Services and Construction, consisting of the Agreement between Owner and Construction Manager, Definitions and the General Conditions of the Construction Management Contract, and these Supplementary Conditions, are part of the Contract Documents.

The following Supplementary Conditions shall be read in conjunction with the Canadian Standard Construction Document, CCDC-5B.

Section and paragraph references below are to the corresponding sections and paragraphs of the Agreement between Owner and Construction Manager, Definitions and General Conditions of the Canadian Standard Construction Document, CCDC-5B, Construction Management Contract – for Services and Construction.

Where a General Condition or paragraph of the General Conditions of the Construction Management Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

### **AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

#### **ARTICLE A-5 CONSTRUCTION MANAGER'S FEE**

Delete the word “and” at the end of paragraph 5.2.1 and delete paragraphs 5.2.2 and 5.2.3 in their entirety.

Amend paragraph 5.3 by deleting the words “one or more of the following” in the opening sentence and deleting paragraph 5.3.1 in its entirety and replacing with “Intentionally deleted”.

#### **ARTICLE A-7 COST OF THE WORK**

Delete paragraph 7.1.3 and replace with “Intentionally deleted.”

Delete paragraph 7.1.9 and replace with “the amounts of all contracts or written agreements with *Subcontractors* and *Suppliers*.”

Amend paragraph 7.1.10 by adding the following to the end of the sentence: “if so requested in writing by the *Owner* or the *Consultant* as reasonable required or as mutually agreed;”

Amend paragraph 7.1.11 by adding the following to the end of the sentence: “provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*”.

Delete paragraph 7.1.18 in its entirety and replace with “Intentionally deleted”.

Delete paragraph 7.1.21 in its entirety and replace with “Intentionally deleted”.

Amend paragraph 7.3 by adding the words “or any *Subcontractor*” after each occurrence of the words “*Construction Manager*” in the first line, and adding the following to the end of the sentence:

“or any *Subcontractor*, as applicable, including, without limitation, any costs incurred to correct or remedy the *Work* as a result of such failure.”

## ARTICLE A-8 OPTIONS

Delete paragraphs 8.1, 8.2, 8.3 and 8.4 and replace with the following:

“8.1 The *Owner* and *Construction Manager* agree that this *Contract* shall proceed as a stipulated price contract, in accordance with the *Contract*, these Supplementary Conditions, and the amendments in the Appendix – STIPULATED PRICE OPTION.”

## ARTICLE A-9 PAYMENT

Delete the words “for the first 60 days” in paragraph 9.3.1(1).

Delete paragraph 9.3.1(2) in its entirety.

Add new paragraphs 9.4 and 9.5 as follows:

“9.4 Notwithstanding any other provision of the *Contract Documents*, the *Consultant* may decline to approve an application for payment and may withhold a certificate of payment, in whole or in part, to such extent as may be necessary to protect the *Owner* from loss because of:

- .1 non-conforming *Work*, which is not rectified in accordance with the *Contract*;
- .2 failure of the *Construction Manager* to fulfil its obligations in respect of claims for lien in accordance with GC 5.10;
- .3 failure of the *Construction Manager* to make any payment promptly when due to third parties;
- .4 damage to the *Work* or property of the *Owner* or others for which the *Construction Manager* is responsible under the *Contract*, which is not addressed or rectified in accordance with GC 9.1;
- .5 material errors, discrepancies, inconsistencies or irregularities in any application for payment;
- .6 unauthorized deviations by the *Construction Manager* from the *Contract Documents*;
- .7 unsatisfactory prosecution of the *Work*, due to factors within the control within the control of the *Construction Manager* which is not rectified in accordance with GC 3.5.2; and/or
- .8 failure by the *Construction Manager* to provide any document deliverable in accordance with the *Contract Documents*, where such failure has a material adverse effect on the *Work* or the *Owner's* use of the *Work*.

When the *Construction Manager* has remedied the cause of the withholding and has furnished evidence satisfactory to the *Consultant* of such remedy, the amount of the withholding will, subject to paragraph 9.5 hereof, be paid without interest.

“9.5 Without prejudice to any other right or remedy of the *Owner*, the obligation of the *Owner* to make any payment to the *Construction Manager* under or in connection with this *Contract* is subject to the *Owner*’s right to deduct or set off against any such payment any sum which may be due to the *Owner*, or to which the *Owner* has a claim, under the *Contract*. Without limitation, if the *Construction Manager* is in breach or default of any provision of the *Contract*, and, after receiving notice thereof, the *Construction Manager* does not promptly remedy such default or breach or commence and diligently prosecute the remedy of such breach or default in accordance with the terms of this *Contract*, the *Owner* may (but shall not be obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any sums incurred by the *Owner* in respect thereof may be deducted from or set off against any amount owing to the *Construction Manager* under the *Contract*.”

#### ARTICLE A-11 LANGUAGE OF THE CONTRACT

Delete paragraph 11.1 in its entirety.

## DEFINITIONS

Add the following new definitions:

### **OHSA**

*OHSA* means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 as amended and any and all Regulations thereto.

### **Other Contractors**

*Other Contractors* are persons or entities engaged by the Owner to provide services and/or materials for the Project, other than the *Construction Manager*.

### **Project**

The *Project* is the entire development described in the *Contract Documents* of which the *Work* forms a part.

## GENERAL CONDITIONS

### PART 1 GENERAL CONDITIONS

#### (a) GC 1.1 CONTRACT DOCUMENTS

Amend paragraph 1.1.6.1 by moving the words “Supplementary Conditions” so they are first in the order of priority of documents, and delete the words “if any”:

#### (b) GC 1.4 ASSIGNMENT

Delete paragraph 1.4.1 and replace with the following:

“The *Construction Manager* shall not assign the *Contract* without the prior written consent of the *Owner*, which consent will not be unreasonably withheld. The *Owner* shall have the right to assign this *Contract* or any part hereof, without the consent of the *Construction Manager*. If the *Owner* assigns this *Contract* or part hereof, *Owner* shall provide written notice to the *Construction Manager* of such assignment.”

### PART 2 ADMINISTRATION OF THE CONTRACT

#### (a) GC 2.1 OWNER’S RESPONSIBILITIES

Delete paragraphs 2.1.1.6 and 2.1.1.8 in their entirety and replace with “Intentionally Deleted”.

#### (b) GC 2.3 CONSULTANT’S RESPONSIBILITIES

Add the following to the end of paragraph 2.3.3: “The presence of such project representatives at the *Place of Work* will not abrogate any of the *Construction Manager’s* responsibility to perform the *Work* as required by the *Contract Documents*.”

Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the” and replace with “The” in paragraph 2.3.7.

#### (c) GC 2.5 DEFECTIVE WORK

Amend paragraphs 2.5.1 and 2.5.2 by adding the following to the end of each paragraph: “and not as part of the *Cost of the Work* and without any adjustment in the *Construction Manager’s Fee* or *Contract Price*, subject to paragraph 7.3.”

Add new paragraphs 2.5.4, 2.5.5 and 2.5.6 as follows:

“2.5.4 Upon notification of a defect in the *Work*, the *Construction Manager* shall, within five (5) *Working Days*, promptly provide a written statement outlining the proposed remedial measures and a schedule for implementation. Once approved by the *Consultant*, the *Construction Manager* shall proceed with the remedial measures without adversely affecting the construction schedule.

2.5.5 Notwithstanding any rejection of the *Work* by the *Consultant* or deduction of an amount otherwise due to the *Construction Manager* by the *Owner* as a result of a defect in the *Work* that is not rectified in accordance with this GC 2.5, the *Construction Manager* is required to continue the *Work* in accordance with the *Contract Documents*.

2.5.6 The *Construction Manager* shall prioritize the correction of any defective work which, in the sole opinion of the *Owner*, adversely affects the day to day operation of the *Owner*.”

(c) Add new GC 2.6 - PUBLICITY RELEASES as follows:

“The *Construction Manager* shall not release to the public, except as required by governmental authorities, any information relating to the *Contract* without the prior written consent of the *Owner*.”

(d) Add new GC 2.7 - CONFIDENTIALITY as follows:

“GC 2.7 – CONFIDENTIALITY

2.7.1 The *Construction Manager* shall not, except as is required to carry out its obligations, duties, responsibilities or liabilities under the *Contract*, divulge any confidential information communicated to or acquired by it in the course of carrying out its obligations, duties, responsibilities or liabilities under the *Contract*. No confidential information shall be used by the *Construction Manager* on any other project without the prior written approval of the *Owner* (which approval may be arbitrarily withheld). The *Construction Manager* shall not have any proprietary rights to or interest in the confidential information, nor shall the *Construction Manager* have any right to license such information to any *Subcontractor*, *Supplier* or other third party. The term, “confidential information” as used herein shall mean all information which the *Construction Manager* receives, either directly or indirectly, from the *Owner* or from the *Consultant*, except:

.1 information which the *Construction Manager* can demonstrate is, at the time of disclosure, already known to the *Construction Manager*;

.2 information which, at the time of disclosure, is or thereafter becomes a part of the public domain through no act or omission on the part of the *Construction Manager*; and

.3 information which is disclosed to the *Construction Manager* by a third party without a covenant of confidentiality.

### PART 3 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK

#### (a) GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

Delete paragraphs 3.2.2.1 and 3.2.2.2 in their entirety and replace with “Intentionally deleted”.

Add new paragraphs 3.2.3.4 and 3.2.3.5 as follows:

“.4 coordinate and perform the *Work* with a care and diligence so as to ensure that the *Owner* and *Other Contractors* will be in a position to proceed according to the schedule for their work;”

.5 subject to **GC 9.4 CONSTRUCTION SAFETY**, for the *Owner’s* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the constructor under the *OHSA*.”

Add new paragraph 3.2.7 as follows:

“The *Owner* shall have the right to enter and/or occupy and use the *Work* in whole or in part, before completion of the *Contract* whether the *Contract* is completed on schedule or not, if such entry, occupation and use does not unduly interfere with the *Construction Manager* in the performance of the *Work* in accordance with the *Contract Documents*. Such entry, occupation or use shall not be considered as acceptance of the *Work*, in whole or in part, or in any way relieve the *Construction Manager* from his responsibility to complete the *Contract*. In exercising such right, the *Owner* acknowledges the *Construction Manager’s* role and responsibility as constructor under the *Occupational Health and Safety Act* and the *Owner* shall comply with the *Construction Manager’s* safety requirements and programs in such entry or occupation.”

#### (b) GC 3.5 CONSTRUCTION SCHEDULE

Add the following to the end of paragraph 3.5.1.1 “, and perform the *Work* in accordance with the *Construction Schedule*. The *Construction Manager* shall ensure all *Subcontractors* and *Suppliers* are obliged to and do perform in accordance with the *Construction Schedule* so as to achieve *Substantial Performance of the Work* by no later than the date set out in the approved *Construction Schedule*”.

#### (c) GC 3.6 SUPERVISION

Add new paragraph 3.6.3 as follows:

“The *Construction Manager* shall provide the *Owner* and the *Consultant* with the names and telephone numbers of responsible persons who may be contacted for emergency and other reasons during non-working hours.”

(d) GC 3.7 SUBCONTRACTORS AND SUPPLIERS

Delete paragraph 3.7.1.2 and replace with the following:

“enter into subcontracts and written agreements with *Subcontractors and Suppliers* containing a provision which provides that upon termination of the *Contract* and upon receipt of written notice from the *Owner* to the parties to any such agreement, the agreement will be assigned to the *Owner*, and any obligations of the *Subcontractor* or *Supplier* will then be owed to the *Owner*; provided; however, that until and unless the *Owner* has given such written notice, nothing herein shall be deemed to create any contractual or other liability upon the *Owner* for the performance of any obligations under any *Subcontractor* or *Supplier* agreements.”

Amend paragraph 3.7.2 by adding the words “prior written” before the word “*Owner’s*” in the third line.

(e) GC 3.8 LABOUR AND PRODUCTS

Add new paragraphs 3.8.3 as follows:

“3.8.3 In the event that the *Construction Manager* is permitted to store any of the *Products* at the *Place of Work*, the *Construction Manager* shall ensure that such *Products* are stored safely so as not to endanger any person, or contaminate or damage any property.

**PART 5 PAYMENT**

(a) GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete paragraphs 5.1.1. and 5.1.2 in their entirety and replace with “Intentionally Deleted”.

(b) GC 5.2 ACCOUNTING AND AUDIT

Delete paragraphs 5.2.1 and 5.2.2 in their entirety and replace with the following:

“5.2.1 The *Construction Manager* shall, during the term of this *Contract* and for a period of two (2) years after final payment to the *Construction Manager* pursuant to this *Contract*, maintain full, detailed, complete and accurate accounts and records of all of the *Work* and of any and all items comprising the *Cost of the Work*, in accordance with generally accepted accounting principles.

5.2.2 The *Owner*, or its agents, shall be afforded access to, and rights to audit, all accounts and records of the *Construction Manager* for the *Project* (including, without limitation, all relevant records, time sheets, docketed time for each individual, books, drawings, *Subcontractor* and supplier invoices, related correspondence, instructions, receipts, vouchers, memoranda and similar data) at

any and all times during the term of this *Contract* and for a period of two (2) years after final payment to the *Construction Manager* pursuant to this *Contract*.”

(c) GC 5.3 PROGRESS PAYMENT FOR SERVICES

Amend paragraph 5.3.1 by deleting “an on account of the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES” and by deleting “20” in the fourth line and replacing with “30”. .

Delete paragraph 5.3.2 in its entirety and replace with “Intentionally deleted”.

(d) GC 5.4 PROGRESS PAYMENT FOR THE WORK

Add the following new paragraphs 5.4.8 and 5.4.9:

“5.4.8 The *Construction Manager* must provide with each application after the first, a statutory declaration on a form provided by the *Owner* certifying that all accounts for the *Cost of Work* including, without limitation, for labour, subcontracts, *Products*, construction machinery and equipment and other indebtedness which may have been incurred by the *Construction Manager* in connection with the *Work* and for which the *Construction Manager* has received payment from the *Owner*, has been paid in full, except for amounts properly retained as holdback.

5.4.9 The *Construction Manager* shall submit with each application for payment a valid and current Certificate of Clearance from the Workplace Safety and Insurance Board. If the *Construction Manager* fails to provide the statutory declaration and evidence of compliance with worker’s compensation legislation as required by GC 5.4 –PROGRESS PAYMENT FOR THE WORK or GC 10.4 - WORKERS’ COMPENSATION, the *Owner* shall not be required to make payments to the *Construction Manager* until such information is delivered to the *Owner*”.

(e) GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

Amend paragraph 5.5.1 by adding the following to the end of the paragraph: “Furthermore, in respect of the list of items to be completed or corrected, the *Consultant*, in consultation with the *Construction Manager* shall establish the monetary value of such items and the *Owner* shall be entitled to retain from amounts otherwise due and owing to the *Construction Manager* an amount equal to one hundred twenty-five percent (125%) of such value until each of the punch list items are completed or corrected to the *Consultant’s* reasonable satisfaction.”

(f) GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add new paragraph 5.6.1.3 as follows:

“.3 submit the documents required to demonstrate compliance under GC 10.4.”

Delete paragraph 5.6.3 in its entirety and replace with the following:



“5.6.3 The *Construction Manager* acknowledges and agrees that the *Work* will not be considered to have been substantially performed until the *Construction Manager* has delivered to the *Owner* all manuals, test reports, or equivalent and all other documentation for the *Work* which are available at the time of the issuance of the certificate of substantial performance, and which may affect Owner’s ability to safely operate the *Facility*.”

Amend paragraph 5.6.4 by inserting the words “Subject to paragraph 5.6.3” at the beginning of the paragraph, and the words “provided that there are no construction liens preserved or written notice of lien in respect of the *Work* which have not been withdrawn, discharged, released and/or vacated” at the end of the first sentence.

(g) GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK

Amend paragraph 5.7.1 by deleting the word “shall” in the third line and replacing with “may”.

(h) GC 5.8 FINAL PAYMENT FOR THE WORK

Amend paragraph 5.8.2 by deleting “10 calendar days” and replacing with “10 *Working Days*”.

(i) GC 5.9 WITHHOLDING OF PAYMENT FOR THE WORK

Amend paragraph 5.9.1 by deleting the word “IF” at the beginning of the paragraph and replacing with the words “Subject to the applicable lien legislation, if”.

Add new paragraphs 5.9.2, 5.9.3 and 5.9.4 as follows:

5.9.2 Notwithstanding GC 5.4 PROGRESS PAYMENT FOR THE WORK, GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL COMPLETION OF THE WORK and GC 5.8 FINAL PAYMENT FOR THE WORK, the *Owner*, in consultation with the *Consultant* and *Construction Manager*, may decline to approve any application for payment or part thereof and withhold any payment, in whole or in part, to the extent reasonably necessary to protect the *Owner* from losses, costs or damages because of:

- .1 defective portions of the *Work* not rectified in accordance with the *Contract*;
- .2 damages to the *Work* of others not remedied or addressed in accordance with the *Contract*;
- .3 failure by the *Construction Manager* to remove liens related to the *Work* in accordance with the *Contract*; and
- .4 a substantial failure by the *Construction Manager* to prosecute the *Work* in accordance with the *Construction Schedule* and the *Contract*.”

5.9.3 Where the *Owner* has withheld payment of any portion of the *Contract Price* pursuant to paragraph 5.9.2, the *Owner* shall be entitled to apply such withheld portion to set off against any costs or damages incurred or suffered by the *Owner*

as a result of the failure of the *Construction Manager* to properly perform its obligations under this *Contract*.

- 5.9.4 Where the *Construction Manager* does not agree with the *Owner's* calculation of the declined amount of a payment, *Construction Manager* may request and *Owner* must provide detailed backup of the calculation as reviewed and approved in writing by the *Consultant*. *Construction Manager* may refer this matter to Dispute Resolution per Part 8 of this *Contract* and both parties agree to expedite resolution of any disputes under this Section.”

## PART 6 CHANGES IN THE WORK

### (a) GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8 and 6.1.9 as follows:

- “6.1.4 The *Construction Manager* shall not be entitled to receive any compensation or extension of *Contract Time* nor shall there be any increase to the *Contract Price*, and *Owner* shall have no obligation or liability to pay compensation to the *Construction Manager*, unless a *Change Order* or *Change Directive* has been issued to the *Construction Manager*, in writing, and before *Construction Manager* commences with any work in respect of such *Change Order* or *Change Directive*.
- 6.1.5 The value of a change shall be determined in one or more of the following methods: (a) by estimate and acceptance in a lump sum; (b) by unit prices set out in the *Contract* or subsequently agreed upon; (c) by actual cost and a fixed or percentage fee.
- 6.1.6 Where changes in the *Work* are paid for under method (b) of paragraph 6.1.4, the value of changes shall be based on the net difference in quantities with the appropriate unit rate applied.
- 6.1.7 Where changes in the *Work* are to be paid under method (c) of paragraph 6.1.4, the provisions of Article A-7 COST OF THE WORK and, if applicable, the provisions of Article A-5 CONSTRUCTION MANAGER’S FEE, shall apply.
- 6.1.8 There shall be no adjustments to the *Contract Time*, *Construction Manager’s Fee* or *Contract Price* or compensation or payment of any kind whatsoever, including potential or contingent costs for matters such as loss of profit, loss of productivity, loss of opportunity or any other such losses based on the quantity, scope or cumulative value or number of changes in the *Work* or *Services* whether resulting from one or more *Change Orders* or *Change Directives*, unless expressly agreed in writing by the parties in a *Change Order*.
- 6.1.9 If any change or deviation in, or omission from, the *Work* is made by which the amount of *Work* to be done is decreased, or if the whole or any portion of the *Work* is dispensed with, the *Owner* shall not be liable to the *Construction Manager* for any costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity.”

(b) GC 6.2 CHANGE ORDER

Amend paragraph 6.2.2 by inserting “, if any,” after the words “the adjustments” in the first line.

(c) GC 6.5 DELAYS

Amend paragraphs 6.5.1 and 6.5.2 by adding the following to the end of each paragraph: “, provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay.”

Amend paragraph 6.5.3 by deleting the words “shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager*” in the last sentence and replace with “shall not be adjusted”, and adding the following to the end of the paragraph: “Notwithstanding the foregoing, the *Construction Manager* shall use its best efforts to minimize the impact of such event upon the performance of the *Work*, the *Cost of the Work* and *Contract Time*.”

Add new paragraph 6.5.6 as follows:

“6.5.6 If the *Work* should be behind schedule for a reason other than as described in paragraphs 6.5.1 to 6.5.3, caused by or within the control of the *Construction Manager*, then in addition to any other liability which the *Construction Manager* may have to the *Owner* for a delay, the *Construction Manager*, shall, at its expense and not as a *Cost of the Work* and with no adjustment in the *Construction Manager’s Fee* or *Contract Price*, use all possible and, if necessary, extraordinary measures to bring the *Work* back on schedule. Further, in the event that the *Construction Manager* fails to adopt such measures to recoup delays and/or accelerate the *Work*, the *Owner* may direct the *Construction Manager* to employ such measures, and the costs associated therewith will result in no adjustment to the *Cost of the Work*, the *Construction Manager’s Fee*.”

**PART 7 DEFAULT NOTICE**

(a) GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

Amend paragraph 7.1.2 by deleting the words “and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action”.

Delete paragraph 7.1.5 in its entirety and replace with the following:

“7.1.5 If the *Owner* terminates the *Construction Manager’s* right to continue with the *Work* or terminates the *Contract* as provided in paragraphs 7.1.1 or 7.1.4, the *Owner* shall be entitled to:

- .1 take possession of the *Work* and *Products*; utilize the construction machinery and equipment; provide written notice and take an assignment of any *Subcontractor* or *Supplier* agreements in accordance with

- subparagraph 3.7.1.2; subject to the rights of third parties, finish the *Work* by whatever method the *Owner* may consider expedient;
- .2 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any construction machinery and equipment retained by the *Owner* for use on the *Work*;
  - .3 withhold further payment to the *Construction Manager* until a final certificate for payment is issued;
  - .4 charge the *Construction Manager* the amount of reasonable compensation that is greater than the remaining contingency amount to the *Consultant* for the *Consultant's* additional services plus a reasonable allowance as determined by the *Consultant* that is greater than the remaining contingency amount to cover the cost of corrections to work performed by the *Construction Manager* that may be required under GC 12.3 – WARRANTY; and
  - .5 on expiry of the warranty period, charge the *Construction Manager* the amount by which the cost of corrections to the *Construction Manager's* work under GC 12.3 - WARRANTY exceeded the allowance provided for such corrections including the remaining contingency, or if the cost of such corrections is less than the allowance, pay the *Construction Manager* the difference.”

Add new paragraphs 7.1.8 and 7.1.9 as follows:

- 7.1.8 Notwithstanding any other rights the *Owner* may have in this *Contract*, the *Owner* may terminate the *Contract* at any time and for any reason. In such event, the *Owner* shall pay for the *Services* and *Work* performed up to the effective date of termination and for any additional, verifiable direct costs related directly to such termination which are a reasonable consequence of the termination. The *Owner* shall not be liable to the *Construction Manager* for any other costs or damages whatsoever arising from such early termination of the *Contract*, including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity.
- 7.1.9 If the *Owner* terminates the *Contract* or the *Construction Manager's* right to continue with the *Work* in accordance with any of the provisions of this GC 7.1, the *Construction Manager* shall, upon the written request of the *Owner*, execute such documents and take such other action as the *Owner* may reasonably require to effectively assign to the *Owner* the *Construction Manager's* interest in any of the contracts with *Subcontractors* or *Suppliers* (as well as its interest in any performance bond, labour and material bond or other security held by the *Contractor* in respect of any such contracts) as may be designated in such request. Each contract of the *Construction Manager* with a *Subcontractor* or *Supplier*, and each such bond or other security, shall, by its terms, provide for such right of assignment.

(b) GC 7.2 CONSTRUCTION MANAGER’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

Amend paragraph 7.2.2 by deleting “20 *Working Days*” and replacing with “180 calendar days” and adding in the words “by the *Owner*” after the words “or more”.

Delete paragraph 7.2.3.1 in its entirety and replace with “Intentionally deleted”.

**PART 9 PROTECTION OF PERSONS AND PROPERTY**

(a) GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add the following new paragraph 9.2.10:

“9.2.10 The *Construction Manager* shall indemnify and hold harmless the *Owner*, *Consultant* and *Project Manager* from and against all claims, demands, liability, losses, suits and proceedings arising out of or resulting from exposure to or the presence of any toxic or hazardous substances or materials which were brought onto or made at the *Place of the Work* by the *Construction Manager* or any *Subcontractor* or *Supplier*.”

(b) GC 9.4 CONSTRUCTION SAFETY

Delete GC 9.4 in its entirety and replace it with the following:

“9.4.1 The *Construction Manager* shall be responsible for construction health and safety in respect of the *Work* and is responsible for initiating, maintaining and supervising all safety precautions and procedures at the *Place of the Work*. The *Construction Manager* accepts the designation as “constructor” for the *Project*, as that term is defined under the *OHSA*. In the event that the *Owner* performs work at the *Place of the Work*, through its own forces or with third party contractors, the *Owner* agrees to contractually require its own forces or such other contractors to comply with the rules, regulations, guidelines and directions of the *Construction Manager* in respect of all health and safety matters, and the *Construction Manager* shall have authority, without limitation, to order the *Owner’s* own forces or other contractors to vacate the *Place of the Work* in the event that they are not complying with the *Construction Manager’s* rules, regulations, guidelines or directions. The *Construction Manager* agrees to indemnify and save harmless the *Owner* and *Consultant* from all liability, damages, costs and losses, including fines and legal costs, which any such parties may incur or suffer as a result of a failure by the *Construction Manager* to properly discharge its duties as constructor.”

**PART 10 GOVERNING REGULATIONS**

(a) GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Amend paragraph 10.2.6 by adding the following at the end of the paragraph: “and such costs, expenses and damages shall not be a *Cost of the Work* and there shall be no adjustment in the *Construction Manager’s Fee* or *Contract Price* as a result of such costs, expenses and damages.”

Add new paragraph 10.2.7 as follows:

“10.2.7 The *Construction Manager* shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the *Work* as installed conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the *Owner’s* occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the *Work*, in the event that such governmental authorities furnish such certificates.”

## **PART 11 INSURANCE – CONTRACT SECURITY**

### **(a) GC 11.1 INSURANCE**

Add new paragraphs 11.1.9 and 11.1.10 as follows:

“11.1.9 The insurance policies required hereunder shall include a waiver of subrogation by the insurer against any named or additional insured thereunder.

11.1.10 The party responsible for the loss shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Construction Manager’s* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY. *Owner* will be responsible for deductibles for Force Majeure events.”

## **PART 12 INDEMNIFICATION – WAIVER OF CLAIMS AND WARRANTY**

### **(a) GC 12.1 INDEMNIFICATION**

Amend the opening paragraph of paragraph 12.1.1 by deleting the words “the *Owner* and” in the first line, deleting the word “each” in the second line, deleting the word “other” and replacing with “*Owner*” in the second line, and deleting the word “them” and replacing with “*Owner*” in the third line.

Amend paragraph 12.1.1.1(1) by deleting “party” and replacing with “*Construction Manager*” in both instances.

Amend paragraph 12.1.1.1(2) by deleting “party to the *Contract* from who indemnification is sought” and replacing with “*Construction Manager*”

Amend paragraph 12.1.1.2 by deleting “6” and replacing it with “15”.

Amend paragraphs 12.1.2 and 12.1.3 by deleting the words “either party” and replacing with “*Construction Manager*” in each paragraph.

### **(b) GC 12.2 WAIVER OF CLAIMS**

Add new paragraph 12.2.11

“12.2.11 No action or failure by either the *Owner* or the *Construction Manager* to act will constitute a waiver of any right or duty, nor shall any action or failure to act constitute approval of or acquiescence in any breach by either the *Construction Manager* or the *Owner*”.

Add new paragraph 12.2.12 as follows:

“12.2.12 Except and to the extent otherwise provided in this *Contract*, and excluding amounts that may be recoverable under applicable insurance or indemnities, the *Owner* and *Construction Manager* agree to waive any claims that either may have against the other for consequential damages, including claims for loss of profit, loss of opportunity, loss of revenue, and loss of production or productivity”.

(c) GC 12.3 WARRANTY

Delete paragraph 12.3.4 in its entirety and replace it with the following:

“12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall, as a cost of the *Construction Manager* and without any adjustment to the *Construction Manager's Fee* or *Contract Price*, promptly correct defects or deficiencies in the *Work* which appear prior to and during a warranty period of one year from the date of the achievement of *Substantial Performance of the Work* and a further one year from the date of acceptance of any replaced parts and/or workmanship; provided, however, that in no event will the warranty period extend beyond two years from the date of achievement of *Substantial Performance of the Work*. The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of this paragraph 12.3.4, save and except for costs associated with the installation of additional culverts or for the repair of access roads deemed necessary by the *Owner* for proper drainage, which costs will be paid for by the *Owner*, but only to the extent such costs are not already the responsibility of a *Subcontractor*, either as base scope or as warranty work. 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 *Construction Manager*. Additional charges for overtime work in this regard must be borne by the *Construction Manager* and there shall be no adjustment in the *Construction Manager's Fee* or *Contract Price*.”

Add the following new paragraphs 12.3.8 and 12.3.9:

“12.3.8 Following *Substantial Performance of the Work*, and without limiting the *Construction Manager's* warranty under this GC 12.3, the *Construction Manager* shall assign to the *Owner*, to the extent assignable, the benefit of all warranties and guarantees relating to the *Work*. The assignment shall expressly reserve the right of the *Construction Manager* to make any claims under such warranties and guarantees and such assignment shall in no way prejudice any rights of or benefits accruing to the *Construction Manager* pursuant to such warranties as agent for the *Owner* and guarantees.

12.3.9 To the extent that there is a disagreement between the parties in respect of a matter the *Owner* determines to be covered by the *Construction Manager's*

warranty, such a dispute shall be resolved in accordance with PART 8 DISPUTE RESOLUTION; provided, however, that if required by the *Owner*, the *Construction Manager* shall nonetheless perform the corrective work and the estimated value of the disputed work, as determined by the *Consultant*, shall be advanced by the *Owner* and placed with a third party escrow agent agreed to by the parties, pending resolution of the dispute. Upon resolution of the dispute, such funds shall be distributed in a manner consistent with the outcome of the dispute as agreed by the parties or as ordered by an arbitrator, or court of law, as the case may be.

## PART 13 MISCELLANEOUS

### (a) GC 13.1 LIENS

Add new GC 13.1 as follows:

- 13.1 In the event that a construction lien arising from the performance of the *Work* is registered against the *Project* lands the *Construction Manager* shall, within ten (10) calendar days, vacate or discharge the lien from title to the premises. In the event that the *Construction Manager* 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 lien, and all costs and expenses incurred by the *Owner* in so doing (including, without limitation, all legal fees and disbursements) shall be for the account of the *Construction Manager*, and the *Owner* may deduct such amounts from amounts otherwise owing to the *Construction Manager*. The costs associated with obtaining and maintaining any security posted to vacate any construction lien and to resolving the construction lien claim shall be to the *Construction Manager's* account (and shall not form part of either the *Cost of the Work*, the *Construction Manager's Fee* or the *Contract Price*) unless the construction lien arises solely as a result of a breach by the *Owner* of its payment obligations under this *Contract*.



## APPENDIX – STIPULATED PRICE OPTION

For clarity, the Supplementary Conditions below amend and revise the Appendix – Stipulated Price Option only, and do not apply unless and until the *Owner* and *Construction Manager* proceed with the stipulated price option and execute the Change Order in respect thereof. To that extent, the provisions in the Appendix do not modify the amendments and/or revisions to the Agreement as prescribed in these Supplementary Conditions, unless expressly prescribed below.

Section references below are to the paragraph numbers set out in the Appendix.

### Article A-5

Delete Appendix section 2.

### Article A-7

Delete Appendix section 4 and replace with the following: “Delete Article A-7”.

### Article A-8

Amend Appendix section 6 by (a) deleting the first sentence and the words “ARTICLE A-8 CONTRACT PRICE” and replacing with “Delete the title and replace with ARTICLE A-8 CONTRACT PRICE and add the following new paragraphs”; and (b) renumbering new paragraphs 8.1 to 8.5 to start the paragraphs at 8.2.

### Article A-9

Amend Appendix section 7, by deleting the first two introductory sentences of paragraph 9.1 and replacing with the following:

“Subject to the provision of the *Contract Documents*, and in accordance with the lien legislation applicable to the *Place of the Work*, the *Owner* shall pay to the *Construction Manager*.”

### Schedule A1, Schedule A2, and Schedule B

Delete Appendix sections 8, 9, and 10. For clarity, the services described in Schedules A1 and A2 shall continue to be performed; however, compensation will be in accordance with Article 5.2.1, Article A-8 and the applicable *Change Order* issued with respect to the stipulated price option.

### GC 2.3

Amend Appendix section 15 as follows:

- (a) Add the following to the end of paragraph 2.3.3: “The presence of such project representatives at the *Place of Work* will not abrogate any of the *Construction Manager’s* responsibility to perform the *Work* as required by the *Contract Documents*.”
- (b) Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the” and replace with “The” in paragraph 2.3.7.

### GC 2.5

Amend Appendix section 17 by deleting the preamble sentence and replace with “Delete paragraphs 2.5.1, 2.5.2 and 2.5.3 and replace with the following:”

**GC 3.7**

Amend Appendix section 18 by adding the words “prior written” before the word “*Owner’s*” in the third line of paragraph 3.7.2.

**GC 3.8**

Amend Appendix section 19 as follows:

- (a) Deleting the preamble sentence and replacing with “Delete paragraphs 3.8.1 and 3.8.2 and replacing with the following:”; and
- (b) Amending new paragraph by renumbering new 3.8.3 as “3.8.4”.

**GC 4.1**

Amend Appendix section 21 as follows:

- (a) Delete paragraph 4.1.4 in its entirety and replace with the following:

“Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the *Consultant’s* direction to cover the shortfall. If the total costs of all cash allowance items exceeds the total amount of all cash allowances, then to the extent such increases were not caused or contributed by the *Construction Manager*, the *Contract Price* shall be adjusted accordingly by *Change Order*.”
- (b) Delete paragraph 4.1.5 in its entirety and replace with the following:

“The unexpended total cash allowance shall be deducted from the *Contract Price* by *Change Order*.”
- (c) Add new paragraph 4.1.8 as follows:

“The *Owner* reserves the right to call, or to have the *Construction Manager* call, competitive bids for portions of the *Work*, to be paid for from cash allowances. If the *Owner* determines to proceed with competitive bids, the *Construction Manager* shall comply with the directions of the *Consultant*.”

**GC 5.2**

Delete Appendix section 22 and replace with the following:

“Delete and replace GC 5.2 with the following:

- 5.2.1 The *Construction Manager* shall, during the term of this *Contract* and for a period of two (2) years after final payment to the *Construction Manager* pursuant to this *Contract*, maintain full, detailed, complete and accurate accounts and records of all of the *Work* and of any and all items comprising the *Contract Price*, in accordance with generally accepted accounting principles.
- 5.2.2 The *Owner*, or its agents, shall be afforded access to, and rights to audit, all accounts and records of the *Construction Manager* for the *Project* (including, without limitation, all relevant records, time sheets, docketed time for each individual, books, drawings, Subcontractor and supplier invoices, related

correspondence, instructions, receipts, vouchers, memoranda and similar data) at any and all times during the term of this *Contract* and for a period of two (2) years after final payment to the *Construction Manager* pursuant to this *Contract*.”

**GC 6.2**

Amend

Appendix section 25 by adding the words “, if any,” after the words “the adjustments” in the first line.

**GC 6.3**

Amend

Appendix section 26 as follows:

- (a) Delete paragraph 6.3.5 and replace with “Intentionally deleted.”
- (b) Amend paragraph 6.3.6 by adding “If no method of adjustment is agreed,” at the beginning of the paragraph.
- (c) Delete paragraph 6.3.9.

**GC 6.5**

Amend

Appendix section 28 as follows:

- (a) Amend paragraphs 6.5.1 and 6.5.2 by adding the following to the end of each paragraph: “, provided that the *Owner* shall not be liable for any other costs or damages whatsoever including, without limitation, any indirect, consequential, or special damages, such as loss of profits, loss of opportunity or loss of productivity resulting from such delay.”
- (b) Amend paragraph 6.5.3 by deleting the words “shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager*” in the last sentence and replace with “shall not be adjusted”, and adding the following to the end of the paragraph: “Notwithstanding the foregoing, the *Construction Manager* shall use its best efforts to minimize the impact of such event upon the performance of the *Work*, the *Cost of the Work* and *Contract Time*.”
- (c) Add new paragraph 6.5.6 as follows:
  - “6.5.6 If the *Work* should be behind schedule for a reason other than as described in paragraphs 6.5.1 to 6.5.3, caused by or within the control of the *Construction Manager*, then in addition to any other liability which the *Construction Manager* may have to the *Owner* for a delay, the *Construction Manager*, shall, at its expense and with no adjustment in the *Contract Price*, use all possible and, if necessary, extraordinary measures to bring the *Work* back on schedule. Further, in the event that the *Construction Manager* fails to adopt such measures to recoup delays and/or accelerate the *Work*, the *Owner* may direct the *Construction Manager* to employ such measures, and the costs associated therewith will result in no adjustment to the *Contract Price*.”

**GC 6.6**

Amend

Appendix section 29 by deleting the preamble sentence and replacing with “Delete paragraph 6.6.1 and replace with the following:”.

**GC 7.1**

Delete Appendix section 30 and replace with “Intentionally deleted.”

**GC 9.2**

Amend Appendix section 32 by deleting the preamble sentence and replacing with “Delete paragraphs 9.2.1 to 9.2.9 and replace with the following:”

**GC 10.2**

Amend Appendix section 36 as follows:

- (a) Delete the preamble sentence and replace with “Delete paragraphs 10.2.1 to 10.2.6 and replace with the following:”
- (b) Amend paragraph 10.2.6 by adding the following at the end of the paragraph: “and there shall be no adjustment in the *Contract Price* as a result of such costs, expenses and damages.”

**GC 12.1**

Amend Appendix section 39 as follows:

- (a) Amend the opening paragraph of paragraph 12.1.1 by deleting the words “the *Owner* and” in the first line, deleting the word “each” in the second line, deleting the word “other” and replacing with “*Owner*” in the second line, and deleting the word “them” and replacing with “*Owner*” in the third line.
- (b) Amend paragraph 12.1.1.1(1) by deleting “party” and replacing with “*Construction Manager*” in both instances.
- (c) Amend paragraph 12.1.1.1(2) by deleting “party to the *Contract* from who indemnification is sought” and replacing with “*Construction Manager*”.
- (d) Amend paragraph 12.1.1.2 by deleting “6” and replacing it with “15”.
- (e) Amend paragraphs 12.1.2 and 12.1.3 by deleting the words “either party” and replacing with “*Construction Manager*” in each paragraph.

**GC 12.3**

Amend Appendix section 40 as follows:

- (a) Delete the preamble sentence and replace with “Delete paragraphs 12.3.1, 12.3.2, 12.3.3, 12.3.5, 12.3.6, and 12.3.7 and replace with the following:”.
- (b) Amend the paragraph numbers for GC 12.3.8 and 12.3.9 to be 12.3.7 and 12.3.8 respectively.