Toronto Community Housing
Strategic Procurement
931 Yonge Street, 6th Floor
Toronto, Ontario
M4W 2H2
Telephone Number: (416) 981-4100
Fax Number: (416) 981-4111

Toronto Community Housing

May 4, 2011

Toronto Community Housing invites sealed bids for:

Request for Proposal RFP 19/11
For a Construction Manager for the Construction of 589 King Street East, Toronto

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Attached, please find a copy of the Request for Proposal RFP 19/11.

Proponents are required to submit one (1) original and five (5) bound 8 ½ by 11 copies and an electronic version of their Proposal, the duly completed RFP Submission Form, and an initialled Construction Management Contract Form Between Owner and Construction Manager (Appendix 2) to the following address no later than 12:00:00 p.m., local time on Friday, May 20, 2011:

Toronto Community Housing
Main Floor Reception
931 Yonge Street, Main Floor
Toronto, Ontario M4W 2H2.
Attention: Vivian Valenzuela, A/Manager – Strategic Procurement

An Optional Information Session will be held on Tuesday, May 10, 2011, 11:00 a.m., local time, in the Amenity Room, 1 Oak Street, Toronto, ON M5A 0A1 (SE corner of Oak St. and Parliament St.)

Proponents may submit detailed questions in written form for clarification pertaining to the RFP. All such questions are to be received via email no later than May 12, 2011, 12:00 P.M., local time. Please submit all questions to: Ruth M. Allder and Carroll Duff at: ruth.allder@torontohousing.ca and carroll.duff@torontohousing.ca

Please ensure that all responses are clearly marked: "Toronto Community Housing RFP 19/11 – For a Construction Manager for the Construction of 589 King Street East, Toronto" and are enclosed in an envelope using the pre-printed address label included with this RFP.

Toronto Community Housing will not be responsible for accepting couriered submissions which are not delivered to the exact location indicated, by the time and date specified, in accordance with the instructions in this RFP. Toronto Community Housing will not be responsible for late deliveries.

The lowest price of any proposal will not necessarily be accepted.

Yours truly,

Vivian Valenzuela
A/Manager, Strategic Procurement
Toronto Community Housing

To view current or previous Toronto Community Housing business opportunities, tenders/quotations/proposals, please visit Toronto Community Housing's website www.torontohousing.ca

Please firmly affix this address label to your own envelope containing your submission.

----------cut here----------

TORONTO COMMUNITY HOUSING

Reference No.: **Request for Proposal No. RFP 19/11**
For a Construction Manager for the
Construction of 589 King St., E., Toronto

To : **Strategic Procurement**
Toronto Community Housing
931 Yonge Street, Main Floor
Toronto, Ontario M4W 2H2

Closing date: Friday, May 20, 2011, 12:00:00 p.m., Local Time

PROPONENT'S NAME: _____

BID SUBMISSION
DOCUMENTS ENCLOSED

----------cut here----------

Note:

Strategic Procurement can not be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

TORONTO COMMUNITY HOUSING CORPORATION

REQUEST FOR PROPOSAL NO. RFP 19/11

FOR A CONSTRUCTION MANAGER FOR THE CONSTRUCTION

OF 589 KING STREET EAST, TORONTO

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RFP 19/11 - REQUEST FOR PROPOSAL FOR A CONSTRUCTION MANAGER FOR THE CONSTRUCTION OF 589 KING ST. E.

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Appendix A	Specifications
Appendix 2	Construction Management Agreement (Note: Appendices 2.1 through 2.7 will form part of the agreement)
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ARTICLE 1
PROJECT INFORMATION

1.1 Purpose of This Request for Proposal

Toronto Community Housing Corporation is requesting proposals for construction management services for the construction of three rental building at 589 King St. E., Toronto, being an 8-storey mid-rise building and two 4-storey low-rise apartment buildings, together with site connections and public realm improvements. All Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals, as any variation from the instructions may result in their proposal being rejected.

1.2 Background

Please refer to the background provided in the Appendix A - Specifications.

1.3 Scope of Services

Please refer to the scope of services as outlined in the Appendix A - Specifications.

1.3.1 Toronto Community Housing Corporation reserves the right to award and parcel the Services to one or more approved Proponents as it sees fit, and provides no assurance as to the volume of business to the approved Proponent(s).

1.3.2 The approved Proponent(s) will be required to strictly comply with the Specifications, including the environmental performance requirements set forth therein.

1.3.3 The approved Proponent(s) will be required to comply with the Fair Wage Policy and Green Plan Policy of Toronto Community Housing Corporation. Refer to Appendix 2.6 of this RFP.

1.3.4 Toronto Community Housing Corporation reserves the right to give preference to proposals that demonstrate willingness on the part of the Proponent to participate in and promote Toronto Community Housing Corporation's Policy on Community Economic Development (within Appendix 2.6 to this RFP).

1.4 Schedule of Services

Please refer to the scope of services as outlined in the Appendix A – Specifications**.**

1.5 Definitions

When any of the following words or phrases is used in this RFP, they have the following meanings:

"Closing Date" means the last date for submissions of Proposals as set forth in the Appendix A - Specifications.

"Closing Time" means the last time on the Closing Date for the submission of Proposals as set forth in the Appendix A - Specifications.

"Contract" means the contract between Toronto Community Housing Corporation and a Proponent approved to provide the Services created by the acceptance by Toronto Community Housing Corporation of the approved Proponent's Proposal and for certainty the following documents (the "Contract Documents") shall collectively form part of the Contract:

(a) the approved Proponent's Proposal;
(b) any addenda issued pursuant to this RFP;
(c) this RFP;
(d) the Appendices to this RFP;
(e) the Specifications; and
(f) any other form specified in this RFP.

"Contract Period" means the term of the Contract.

"Contract Price" means the price for the Services pursuant to the terms of the Contract.

"Notice of Approval" means the written notification by Toronto Community Housing Corporation to a Proponent that the Proponent has been approved to provide the Services, subject to the issuance of a Service Order.

"Proponent" means any person, corporation, partnership or other entity that chooses to submit a Proposal in response to this RFP.

"Proposal" means the Proponent's response to this RFP.

"Request for Proposals" or "RFP" mean this document, any attachments incorporated by reference, and any amendments or addenda issued for use in soliciting proposals for the Services.

"Service Order" means written notification by Toronto Community Housing Corporation to an approved Proponent to perform the Services in accordance with terms of the Contract.

"Specifications" means the scope of work (or services) as set forth in the RFP Appendix A and Appendix 2.

1.6 Non-Binding On Toronto Community Housing Corporation

Neither the issuance of this RFP by Toronto Community Housing Corporation nor any of its terms or conditions shall be binding on Toronto Community Housing Corporation and Toronto Community Housing Corporation shall have no obligation to award a Contract on the basis of the Proposals submitted pursuant to this RFP or to any person whatsoever. Toronto Community Housing Corporation may cancel this RFP without liability or obligation to any Proponent or other person.

1.7 Binding And Irrevocable Proposal of Proponent

The Proposal submitted by a Proponent shall be a binding, irrevocable offer by the Proponent to Toronto Community Housing Corporation to provide the Services on the terms and conditions set forth in the Proponent's Proposal and the Contract Documents. The acceptance by Toronto Community Housing Corporation of a Proponent's Proposal shall create and constitute a binding Contract. The issuance by Toronto Community Housing Corporation of a Notice of Approval to an approved Proponent shall require the approved Proponent to provide the Services pursuant to such Service Orders as may be issued by Toronto Community Housing Corporation from time to time.

ARTICLE 2
SUBMISSIONS

2.1 General Requirements

2.1.1 Proponents are required to submit one (1) original and five (5) bound 8 ½ by 11 copies and an electronic version of their Proposal in a sealed envelope clearly identified as Request for Proposal No. RFP 19/11 - Proposal for a Construction Manager for the Construction of 589 King St. E., and marked with the Proponent's name and address to:

Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street, Main Floor
Toronto, Ontario
M4W 2H2

no later than 12:00:00 noon Local Time, May 20th, 2011

2.1.2 Proposals must be received at the location specified above, before the specified Closing Time. Proposals will not be considered by Toronto Community Housing Corporation if they are submitted other than by personal delivery, courier or mail. Amendments to Proposals may be submitted in accordance with Section 2.1.5 of this RFP.

2.1.3 Toronto Community Housing Corporation will not be required to accept submissions which are not delivered in accordance with the requirements set out in this RFP to the exact location by the Closing Time specified in Section 2.1.1. **Proposals received after the Closing Time will not be accepted and will be rejected and returned unopened**.

2.1.4 Proposals are irrevocable and once submitted, may not be withdrawn, provided, however, that Proposals may be amended in compliance with Section 2.1.5. of this RFP.

2.1.5 Where a formal Proposal has been received by Toronto Community Housing Corporation before the Closing Time, amendments to the Proposal may be delivered in a sealed envelope by personal delivery, by courier or mail provided that such amendments are received at the location specified in Section 2.1.1 of this RFP prior to the Closing Time.

2.2 Contents of Proposal

2.2.1 Proponents are required to submit the following documents, if applicable, on the forms provided:

(a) Proposal Submission Form – Appendix 1

(b) Initialled Construction Management Contract form Between Owner and Construction Manager – Appendix 2

(c) Insurance Certificate – Appendix 3

(d) Any other forms specified in the RFP package or otherwise requested in writing by Toronto Community Housing Corporation prior to the Closing Date.

2.2.2 All documents required to be submitted with the Proposal must be properly completed using the forms provided, if applicable. The Proposal Submission Form must be signed.

2.2.3 If the Proponent discovers discrepancies or omissions in the specifications or other documents in this RFP package, or if any clarification is required, the Proponent should contact the designated Toronto Community Housing Corporation representative below:

Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street
Toronto, Ontario
M4W 2H2
Attention: Ruth M. Allder
Phone No: 416-981-4107
Fax No: 416-981-4111
Email: ruth.allder@torontohousing.ca

The Toronto Community Housing Corporation representative will respond in writing or by issuing addenda to all Proponents. If addenda are issued or if there are any changes to the scope of the Services, such addenda or changes shall be posted on Toronto Community Housing Corporation's website prior to the Closing Date. All addenda become part of the Proposal package and receipt of addenda should be acknowledged by the Proponent on the Proposal Submission Form. It is the sole responsibility of the Proponent to ensure that all addenda issued in connection with the RFP Proposal are received by the Proponent.

2.2.4 **Submission of a Proposal shall be deemed to be confirmation that the Proponent agrees to be bound by the Contract Documents.**

2.2.5 If, in the opinion of Toronto Community Housing Corporation, any Proposal contains a minor defect, or fails in some way to comply with any requirement of this RFP that, in the opinion of Toronto Community Housing Corporation, can be remedied without providing to the Proponent an unfair advantage with respect to the other Proponents, Toronto Community Housing Corporation may request clarification from the Proponent, and Toronto Community Housing Corporation, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity and accept the Proposal. Any failure by the Proponent to provide a written response that, in the opinion of Toronto

Community Housing Corporation, properly clarifies its Proposal within the specified time of receiving a request for clarification from Toronto Community Housing Corporation, may result in rejection of the Proposal.

2.2.6 Once Proposals are opened, they become the property of Toronto Community Housing Corporation and will not be returned. The Proposal and any information related thereto is subject to the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M-56. Accordingly, Proponents should identify any proprietary or confidential information contained in their Proposal and specify the desired treatment of such information.

2.3 Acceptance or Rejection of Submissions

2.3.1 **Proposals will not be considered by Toronto Community Housing Corporation if they are submitted other than by personal delivery, courier or mail to the exact location set out in section 2.1.1. by the Closing Time as specified in Section 2.1.1. Proposals received after the Closing Time will not be accepted and will be rejected and returned unopened.**

2.3.2 If the Proponent fails to comply with any instructions contained in this RFP, Toronto Community Housing Corporation may reject all or any part of the Proposal. Any items omitted or any special conditions or qualifications added to the Proposal may cause the Proposal to be rejected, or may affect the evaluation of the Proposal. Any Proposal submitted on forms other than those provided may be rejected.

2.3.3 Under no circumstances shall Toronto Community Housing Corporation consider a Proposal if Toronto Community Housing Corporation determines, in its sole discretion, that the Proponent or any principal thereof has engaged in corrupt or fraudulent practices or has a history of unsatisfactory work or service to Toronto Community Housing Corporation or to others. For the purposes hereof:

(a) "corrupt practice" means the offer, giving, receiving or soliciting of anything of value to influence the actions of a Toronto Community Housing Corporation director, officer or employee, in order to obtain an improper advantage; and

(b) "fraudulent practice" means a misrepresentation of fact and includes practices that deprive Toronto Community Housing Corporation of the benefits of free and open competition.

2.3.4 Under no circumstances shall Toronto Community Housing Corporation consider a Proposal that is submitted by a Proponent or any person affiliated with the Proponent (including any director, officer, employee, shareholder or subcontractor) who is engaged directly or indirectly in a legal action against Toronto Community Housing Corporation, its elected or appointed directors or officers and employees in relation to any other contract or services or any matter arising from Toronto Community Housing

Corporation's exercise of its powers, duties or functions or who is a defendant or respondent in an action or proceeding by Toronto Community Housing Corporation.

ARTICLE 3
EVALUATION

3.1 Sequence Of Events

Refer to the scope of work as outlined in the Appendix A - Specifications.

3.2 Evaluation Process

3.2.1 Prior to the Closing Date, Proponents may contact the Strategic Procurement Office of Toronto Community Housing Corporation as set forth in Section 2.1.1 of this RFP with any questions concerning this RFP or the selection process. Proponents are encouraged to familiarize themselves each of The Fair Wage Policy, The Green Plan Policy, the Community Economic Development Program, Human Rights Harassment and Fair Access Policy and Health and Safety Program.

3.2.2 Prior to the Closing Date, Proponents are encouraged to examine, identify the site, if applicable for the Proposed Services. It is the Proponent's responsibility to evaluate the existing conditions and limitations and to include all necessary amounts in such Proponent's Proposal to cover the cost of all items required in connection with the provision of the Services.

3.2.3 The Proponent shall report any discrepancy between the Contract Documents and site conditions to Toronto Community Housing Corporation not less than five (5) working days prior to the Closing Date. If the Proponent fails to report any discrepancies, then the Proponent is deemed to have accepted all such Contract Documents as being accurate.

3.2.4 If an RFP amendment or addendum is deemed necessary, it will be posted on Toronto Community Housing Corporation's website prior to the Closing Date. Proponents shall be responsible to review Toronto Community Housing Corporation's website periodically.

3.2.5 The Proposal must be submitted in accordance with the provisions of Article 2 of this RFP. Upon receipt of Proposals:

(a) Toronto Community Housing Corporation will time-stamp proposals at the location for submission and will hold them in a secure location. Proposals received after the Closing Time will be deemed non-responsive and will be returned unopened to the Proponent.

(b) Proposals will be reviewed for completeness, format and compliance with the requirements of the RFP. Subject to Section 2.2.5 of this RFP respecting minor

deficiencies, non-conforming Proposals will be rejected and the Proponent will be advised in writing of such determination.

3.2.6 Toronto Community Housing Corporation will review each conforming Proposal. Points will be allocated in accordance with the Evaluation Criteria set out in Section ll of the Specifications. Proponent's total points will be translated to a numeric ranking. Toronto Community Housing Corporation shall determine the rankings without the possibility of a tie.

3.2.7 Toronto Community Housing Corporation may elect to conduct interviews with Proponents or Toronto Community Housing Corporation may, in its discretion, determine to select the approved Proponent(s) based solely on its review of the Proposals. Interviews may be conducted with any, all or none of the Proponents, in Toronto Community Housing Corporation's discretion, and the granting of an interview to a Proponent shall not constitute evidence of ranking of such Proponent in the evaluation. The results of an interview may or may not, in Toronto Community Housing Corporation's discretion, affect a Proponent's evaluation.

3.2.8 Toronto Community Housing Corporation will notify the approved Proponent(s) in writing that they have been approved to provide the Services by issuing a Notice of Approval.

3.2.9 The issuance of the Notice of Approval shall evidence the acceptance by Toronto Community Housing Corporation of the approved Proponent's Proposal and shall create a binding Contract between Toronto Community Housing Corporation and the approved Proponent for the provision of the Services.

3.2.10 Following the selection of Proponent(s) approved to provide the Services, Toronto Community Housing Corporation may issue to any approved Proponent(s) a Service Order for all or any part of the Services. The approved Proponent shall be obligated to provide the Services required pursuant to such Service Order and the Contract Documents.

3.2.11 Except where otherwise expressly provided by this RFP, Toronto Community Housing Corporation has the authority to establish its own methods and procedures for the review, evaluation and scoring of Proposals and in the selection of the approved Proponent(s). Toronto Community Housing Corporation may independently consider or verify any information whether or not contained in a Proposal including conducting reference, criminal record, litigation, bankruptcy, taxpayer information and internal and other checks and obtaining references from parties other than those listed by Proponents in their Proposals. If experience, capacity or other information contained in a Proposal is not verified to Toronto Community Housing Corporation's satisfaction through such checks, Toronto Community Housing Corporation is not obliged to consider such cited experience, capacity or other information.

3.3 Evaluation Criteria

3.3.1 A maximum of 100 points are possible in scoring each Proposal for the evaluation. Toronto Community Housing will evaluate the Proposals and may conduct interviews with Proponents applying for selection. Evaluation criteria to be used by Toronto Community Housing for the Proposal evaluation and the corresponding point values for each criterion are generally as follows (and described in greater detail in the RFP Appendix A - Specifications).

3.4 Performance Review

The Services to be provided by the approved Proponent(s) will be subject to periodic review under Toronto Community Housing Corporation's Vendor Performance Management Program to ensure that the Services are performed in accordance with the Specifications and Toronto Community Housing Corporation's policies.

ARTICLE 4
CONFLICTS OF INTEREST/COLLUSION/LOBBYING

4.1 Collusion

4.1.1 Proponents and their directors, officers, employees, advisors, agents and representatives must not discuss or communicate, directly or indirectly, with any other Proponent or its directors, officers, employees, advisors, agents or other representatives regarding the preparation, content or representation of their proposals. Proposals must be submitted without any connection (including a connection arising solely through shareholdings or other equity interests in or of a Proponent), knowledge, comparison of information, or arrangement with any other Proponent or any director, officer employee, advisor, agent or other representative of such other Proponent.

4.1.2 The Proponent must have no financial interest in any other firm, business or enterprise which presently renders, or has in the past, rendered goods or services to Toronto Community Housing Corporation or which is also submitting a proposal in respect of the current RFP and that to its knowledge, no director, officer or employee of Toronto Community Housing Corporation has any personal interest, directly or indirectly, in the Proponent's Proposal or the performance thereof.

4.2 No Lobbying

Proponents and their respective directors, officers, employees, advisors, agents and representatives shall not, in relation to the Proposal, the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Proponent(s). Further, no such person shall attempt to communicate in relation to the RFP or the Proposal, directly or indirectly, with any director, officer, employee or other representative of Toronto Community Housing Corporation or of the City of Toronto, except as expressly directed or permitted by this RFP.

ARTICLE 5
CONTRACT REQUIREMENTS

5.1 Health and Safety Program

The Proponent shall comply with requirements of all applicable laws with respect to health and safety, as well as the principles of Toronto Community Housing's Health and Safety Policy attached as Appendix 2.7.

5.2 Toronto Community Housing's Applicable Laws and Policies

Proponents are required to comply with Toronto Community Housing Corporation's Applicable Laws and Policies (please refer to Appendix 2.6).

5.3 Insurance

The approved Proponent shall be required to obtain and maintain General Liability Insurance and Automobile Insurance. The approved Proponent is not required to obtain Builder's Risk Insurance. All Proponents are required to complete and submit with their Proposals, a Certificate of Insurance, in the form annexed to this RFP as Appendix 3

5.4 Form of Contract

The successful Proponent of this RFP will enter a Construction Management Contract with Toronto Community Housing Corporation. This agreement is contained in Appendix 2 attached to this RFP (which incorporates Appendices 2.1 to 2.8, inclusive).

ARTICLE 6
RESERVATION OF RIGHTS

6.1 Rights Reserved By Toronto Community Housing Corporation

6.1.1 Toronto Community Housing Corporation is not liable for any costs incurred by the Proponent in the preparation of its response to the RFP or interviews, if required. Furthermore, Toronto Community Housing Corporation shall not be liable for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior to, subsequent to, or by reason of the acceptance, or non-acceptance by Toronto Community Housing Corporation of any Proposal, or by reason of any delay in the Notice of approved Proponents.

6.1.2 The Proponents submitting the lowest priced Proposal will not necessarily be approved to provide the Services. Toronto Community Housing Corporation reserves the right to accept any one Proposal, in its discretion, or to reject any or all Proposals. Toronto Community Housing Corporation's decision on whether or not a Proposal is acceptable will be final and Toronto Community Housing Corporation need not consult with the Proponent in making its determination.

6.1.3 Toronto Community Housing Corporation reserves the right to request additional information with respect to matters not adequately covered in a Proponent's Proposal and to clarify information contained in the RFP.

6.1.4 Toronto Community Housing Corporation reserves the right to modify any and all requirements stated in the RFP at any time prior to the Closing Time and to extend the Closing Time.

6.1.5 Toronto Community Housing Corporation reserves the right to cancel this RFP at any time, without penalty or liability to Toronto Community Housing Corporation. This RFP should not be considered a commitment by Toronto Community Housing Corporation to enter into a Contract.

6.1.6 In the event of any disagreement between Toronto Community Housing Corporation and a Proponent regarding the interpretation of any provision of this RFP, Toronto Community Housing Corporation shall make the final determination as to interpretation.

6.1.7 Toronto Community Housing Corporation does not represent or warrant, nor will any Proponent be entitled to any compensation or other relief in relation to, the accuracy or completeness of any information set out in, referenced or otherwise provided in or through the RFP, or any addenda issued in connection therewith, or of any other information (including any background or reference information) or documents which may be made available by, through or on behalf of Toronto Community Housing Corporation. Proponents must make such independent assessments as they consider necessary or desirable to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all of such information shall be at the Proponent's sole risk and without recourse against Toronto Community Housing Corporation.

TO BE COMPLETED AND SUBMITTED BY ALL PROPONENTS

TO: TORONTO COMMUNITY HOUSING
A/Manager of Strategic Procurement
931 Yonge Street, Main Floor,
Toronto, Ontario, Canada, M4W 2H2

RE: REQUEST FOR PROPOSAL

Reference No.	:	RFP 19/11
Description	:	For a Construction Manager for the Construction of 589 King Street East Toronto
Closing Date	:	May 20, 2011
Closing Time	:	12:00:00 p.m., local time

1. **The Proposal**

The undersigned _____ **[insert name of Proponent]** (the "Proponent") hereby submits its/his proposal (the "Proposal") to provide the services and/or furnish the goods in accordance with the annexed Request For Proposal (the "RFP"), Specifications and all other schedules and instructions as noted in the RFP.

2. **Offer and Acceptance**

The Proponent acknowledges and agrees as follows:

2.1 By submitting the Proposal:

(a) the Proponent makes an irrevocable offer to Toronto Community Housing (which shall remain open for 120 days from the date of submission) on the terms and conditions set forth in the Proposal; and

(b) the Proponent confirms and agrees that it/he accepts and shall be bound by the terms and conditions of the RFP, the Specifications and all other schedules and addenda to the RFP except as expressly stated in the Proposal.

2.2 If Toronto Community Housing accepts the Proponent's Proposal, such acceptance shall create and constitute a binding contract (the "Contract") enforceable against the Proponent in accordance with its terms and the following shall form part of the resulting Contract.

(a) the Proposal;
(b) any Addenda to the RFP;
(c) the RFP and all Schedules and Appendices thereto, including, **without limitation**, the Specifications, the Fair Wage Policy, the Green Plan, the Community Economic Development Program, the General Conditions and the Certificate of Insurance.

3. **Declarations**

The Proponent hereby:

(a) certifies that it/he shall strictly adhere to all of the terms and conditions of the Contract;

(b) declares that the prices quoted in the Proposal are firm through the term of the Contract;

(c) declares that it/he has received Addenda No. ____ to No. ___ inclusive.

(d) acknowledges and agrees to be bound by all applicable Federal, Provincial and Municipal laws, by-laws, ordinances, rules, regulations, codes, orders and Toronto Community Housing policies/procedures.

(e) certifies that it/he at the time of submitting its proposal, is in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario.

4. **No Conflict**

The Proponent declares that there is not now existing, and the Proponent is not aware of any facts that would reasonably be expected to result in, any conflict of interest with respect to Proponent's performance under and pursuant to the Contract.

5. **No Interest**

The Proponent declares that it/he has no financial interest in any other firm, business or enterprise which presently renders, or has in the past, rendered goods or services to Toronto Community Housing or which is also submitting a proposal in respect of the current RFP and that to its/his knowledge, no director, officer or employee of Toronto Community Housing has any personal interest, directly or indirectly, in the Proponent's Proposal or the performance thereof.

6. **Prices**

The Proponent warrants that the prices contained in its Proposal whether as unit prices or lump sums are quoted in utmost good faith on its part, without collusion with any other person or partnership or corporation.

AGREED, SIGNED AND SUBMITTED by:

_____ of
[Print Name of Proponent]

Address: _____

City: _____Province:_____ Postal Code _____

Telephone Number: _____ Facsimile Number: _____

E-mail: _____

Signature: _____

Name and Title of authorized person who has authority to bind corporation:
_____

Dated at _____ this _____ day of _____ 2011.

Toronto Community Housing

APPENDIX A

S P E C I F I C A T I O N S

RFP 19/11 - Request for Proposal for Construction Management Services

WEST DON LANDS

We are pleased to issue the following request for proposals for construction management services on the development of a Toronto Community Housing rental project in the West Don Lands, located at 589 King Street East, Toronto. The project consists of an eight-storey reinforced concrete structure apartment building and 2 four-storey wood frame structure apartment buildings with units at grade. Furthermore, shoring, excavation, associated soil remediation and caisson construction have already been completed. The successful construction management team will have to demonstrate their ability to manage the project budget efficiently as well as incorporating the existing site conditions into the development.

We will look to the construction manager to play a key role during working drawings and tender documentation to provide input and guidance to the architect and other consultants on arriving at the most cost effective design. The construction manager will be responsible for the review of designs throughout the development stage and will recommend value engineering and any cost saving measures or opportunities to create more efficiency.

Toronto Community Housing is eager to work with a construction manager who can assist the project team in arriving at the most efficient way to construct this project and is particularly interested in engaging a company with a client-service orientation that will have key senior staff available at all times on the project. We have recently retained CORE Architects to act as the architect for this project and have just begun design development.

We have committed to our Board to complete this work within a defined budget and to recommence with construction this year. We look forward to establishing a project team who can work closely together and be ready to start work in Mid-June.

1. THE SCOPE OF WORK

The purpose of this RFP is for Toronto Community Housing to retain a construction manager to implement the construction of this project. The construction manager will work in conjunction with Toronto Community Housing and its consultants as part of a Construction Management Team. The scope of the project will include, but is not limited to, the following responsibilities;

(i) Pre-Construction

- Provide guidance, direction and support in determining cost effective methods and approaches for the construction, particularly with regard to existing site monitoring and maintenance, tender and construction schedules;
- Drafting of project timelines and construction budget, including cash flow;
- Attendance at team consultant meetings as often as bi-weekly;
- Attendance at community and government authority meetings;
- Assistance with addressing any government authority or agency comments and concerns;
- Coordination where required with Waterfront Toronto and Ontario Realty Corporation on any construction related matters;
- Coordination of trade contract documents;
- Attendance at existing site for site monitoring and maintenance starting from date of commencement of construction Management Contract.

(ii) Tender

- Ensure Toronto Community Housing procurement polices and procedures are followed;
- Review tender documents for completeness;
- Assemble and issue tender documents for work to be performed by trades;
- Evaluate and provide recommendations regarding awarding of trade contracts and on agreement with Toronto Community Housing award tenders to successful bidders;
- Cost associated to premiums attributable to Waterfront Toronto and Ontario Realty Corporation to be tracked separately in tender process;
- No tender package should be opened without Toronto Community Housing representative's presence.

(iii) Construction

- Manage and supervise the work of the trade contractors;
- Conduct regular progress meetings with trades and the Construction Management Team;

Provide site visits and follow-up documentation to ensure proper execution of construction work and to facilitate Toronto Community Housing and payment certifier in approving monthly progress payments;

- Monitor and provide bi-weekly job costing (including cash flow) and project schedule reports including, but not limited to, tracking of project status, budget, construction schedule, tender awards, shop drawings and Change Orders and providing progress digital photographs;
- Monitoring and tracking of any reimbursable construction costs from government agencies;
- Assume to constructor role as defined in provincial legislation;
- Manage and supervise implementation of LEED requirements for responsible credits;
- Filing of all municipal and other governmental applications necessary to facilitate construction and occupancy of development;
- Follow-up on deficiencies items.

(iv) Post Construction Phase

- Follow-up on warranty items;
- Prepare as-built drawings (electronic and minimum 2 sets of full size hard copy) and provide minimum 2 sets of consultants reviewed maintenance manuals and 1 set of shop drawings for Toronto Community Housing file and record. Record as-built set to be in accordance with Toronto Community Housing drawing standards; and
- Assist in project close-out and turnover to Toronto Community Housing operations staff.
- Provide documentation for LEED application submission and audit on construction credits.

2. CONSTRUCTION PROGRAM

The West Don Lands site is located at 589 King Street East on the south side of King Street East between St. Lawrence Street and the River Street extension and is 1.73 acres in area. This development will be 243 units with approximately 5,000 sqft of street retail fronting King Street East and one level of underground parking. This will be the first affordable rental building to be constructed in the West Don Lands which is located just north of the Pan/Parapan American Games Athletes Village.

Toronto Community Housing plans to develop one 8-storey seniors building consisting of 128 one bedroom units, two 4-storey low rise family buildings with 115 units with a mix of one (16%), two (65%), and three (19%) bedroom units.

All three buildings on the site are to meet LEED Gold standard and will incorporate green roofs.

The site has been excavated, shored and caissons have been constructed in 2010 based on a previous design. Construction has been on hold since November 2010 for the project and is currently under re-design by a new consultant team. Construction restart is scheduled by end of 2011.

Architectural drawings, landscape drawings, civil engineering plans and preliminary Mechanical and Electrical Design briefs along with the building program and design are attached.

3. TORONTO COMMUNITY HOUSING STANDARDS

Sustainable design is of the utmost important for Toronto Community Housing's developments. For this reason, a number of sustainable policies must be taken into account when designing the West Don Lands. These include

- Toronto Community Housing's Green Plan (included in Toronto Community Housing's Applicable Laws and Policies, attached to this RFP);
- Waterfront Toronto Mandatory Green Building Requirements;
- At a minimum, Tier 1 of the Toronto Green Standards;
- Minimum 40% below MNEBC standard for energy cost savings;
- Water consumption at or below 25% of building code standard.

The objective for the project team will be to fulfill the construction program, within the parameters of the sustainability standards.

4. PROJECT TIMELINES

The following table outlines key project milestone dates:

	EVENT	DATE
(1)	Commencement of Construction Management Contract	June 13, 2011
(2)	Site Monitoring and Maintenance	June 13 – Dec. 2011
(3)	Preliminary Design & Design Development	June – July 2011
(4)	Procurement Documents	October 2011
(5)	Procurement of trade proposals	Oct. – Nov. 2011
(6)	Cost estimate presentation	Nov. 30, 2011
(7)	Construction Recommence	December 2011
(8)	Turnover/substantial Performance	July 2013

5. THE AGREEMENT

Toronto Community Housing's *Construction Management Contract Form Between owner and Construction Manager* (being a modified CCA-5) and all

Appendices thereto will form the basis of the Agreement. The scope of work will generally be as described above and as outlined in GC2 of the *Contract*. These documents are attached to the RFP.

Under this agreement, the construction manager will act in the capacity of agent for Toronto Community Housing for the purposes of entering into the trade and supply agreements. The team will work together from the pre-construction or construction documents phase through to completion of the project. The construction manager will serve as Toronto Community Housing's adviser and agent, providing site management and administrative and technical services solely for the benefit of Toronto Community Housing and in the furtherance of Toronto Community Housing's interests. More specifically, and in accordance with Ministry of Labour regulations, the construction manager will be the "Constructor".

Proponents are required to comply with the Applicable Laws and Policies, which will be attached to the agreement.

6. FEE PROPOSAL

The proposal is to contain an all inclusive lump-sum fee for construction management services to carry this project through from design development to post-occupancy. For greater certainty, proponents are requested to list any items **not** included and paid for by the construction manager from their management fee if the assignment for such costs is not explicitly addressed in the agreement.

The proposal is also to include a breakdown of its proposal and fee addressing the various components of the work from pre-construction through to project completion. Such breakdown, as an example, would include pre-construction, Tender, construction and post-construction. Toronto Community Housing will cover the cost of all development and municipal fees, including building permit fees and fees necessary to carry out construction, payable to any and all levels of government or bodies having jurisdiction or authority in relation to the project.

Fees to include work related to roughing-in the commercial spaces as described above. Proponents should indicate a separate construction management fee and budget for site and landscaping work at public realm areas including North Woonerf, South Woonerf and areas between Toronto Community Housing project property lines and municipal roads of King St. E. , River St. extension and St. Lawrence. Proceeding the public realm work is at Toronto Community Housing's option.

It is anticipated that the successful proponent will bill Toronto Community Housing for its services on a monthly basis. If multiple payments not coinciding with monthly payments are proposed, provide details of applicable milestones.

Toronto Community Housing has retained a third-party payment certification consultant to certify monthly payment.

7. SUBMISSION REQUIREMENTS AND DEADLINE

In no more than ten pages (excluding resumes and CCDC 11 – 1996(R2006) Contractor's Qualification Statement) please outline your approach to fulfill the scope of work and construction program within the timeframe outlined above. The proponent shall provide all relevant information demonstrating how its firm has previously managed projects of this nature (mid rise and low rise wood structures) within the Greater Toronto Area. Select only relevant projects that address the nature of this RFP. **Proponents must indicate their general agreement and acceptance of the Construction Management Contract. Any requested amendments requested as part of the Proponent's submission must be in general conformance with the Construction Management Contract. The Owner reserves the right to deny new amendment requests post-submission.**

The submission should include:

- A draft construction plan and comprehensive schedule, including steps required for a) pre-construction site monitoring and maintenance and b)site servicing and c) additional shoring and caissons if necessary and d) the 4 story buildings construction and e) the 8 storey building construction and f) finishing of the landscape component, including timelines for each process in order to have the building ready for substantial completion no later than the target date;
- Description of how the proponent will apply creative problem solving to effectively address the challenges of the construction program;
- Approach to working with Construction Management Team in order to include green building and construction features, achieve value engineering and provide timely cost estimates;
- Summary of in-house cost estimating and administrative support abilities which will be assigned to the project;
- A brief summary of the firm's qualifications and experience with construction management for comparable high/mid rise and low rise wood structure projects;
- References for three similar high/mid rise and low rise projects undertaken on a construction management basis within the past 5 years;
- Illustrate the proponent's ability to achieve LEED construction credits
- Resumes for key personnel including the Prime Contact, who will be responsible for day to day client contact, personally supervise the assigned staff, project manager and site superintendent to be assigned to this project;
- Approach for liaising with the surrounding community regarding noise and other construction impacts;
- Evidence of Insurance as per attached contract requirements; and
- Fee expressed as a lump-sum amount;
- Construction Management Agreement signed by Proponents.

- Provide project budget breakdown for: a) midrise component including entire basement costs as per sq. ft. amount and; b) low-rise component costs as per sq. ft. amount and; c) North Woonerf site and landscaping costs as a lump-sum amount and; d)South Woonerf site and landscaping costs as a lump-sum amount and; e)public realm site and landscaping costs along the 3 municipal streets as a lump-sum amount.

8. OPTIONAL INFORMATION SESSION

There will be an optional information session held on May 10, 2011 at 11:00 a.m. 1 Oak Street, 3rd Floor (SE corner of Oak St. and Parliament St.). We strongly recommend all proponents to attend.

9. INTERVIEW

Mandatory interviews will be conducted with up to 3 short listed proponents who have successfully submitted their Proposals. No additional material other than that submitted as part of the proponents Proposal will be considered during the proponent's interview. Proponents will not be allowed to correct any errors or omissions to their respective Proposals during the interview. The interview will consist of a number of questions to which each proponent will have the opportunity to respond.

10. SUBMISSION OF PROPOSALS

Proposals should be sent to Toronto Community Housing no later than **12:00 noon, Friday May 20th, 2011.** Please address your proposals to the following address:

Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street, Main Floor
Toronto, ON, M4W 2H2

Attention: Vivian Valenzuela, A/Manager

Reference check will take place on May 26th, 2011 morning via telephone calls. Proponents are to ensure their references' availability. A brief interview with a select number of firms will take place on May 26th, 2011 **in the afternoon** at Toronto Community Housing's office. Notice for interview will be sent via email in May 26th, 2011 morning. Any questions or requests for information should be submitted via email to ruth.allder@torontohousing.ca no later than 12:00 p.m. May 12th, 2011.

11. EVALUATION CRITERIA

In reviewing the proposals, Toronto Community Housing will be looking for an understanding of the scope of work, particularly regarding the as-of-right development challenges. We will be looking for a proposal that will result in an efficient construction approach. All of this, of course, must be complimented by a strong administrative capacity and an achievable and efficient work plan. The following table outlines the weighting for the various criteria.

Criteria	Maximum Score
Qualifications & Relevant Experience • Suitability and competence of the project team as demonstrated by the experience, qualifications and expertise of the major team members, with regard to experience of similar nature and ability to complete projects within budget and under schedule • Solid understanding of Toronto Community Housing's requirements and needs in building design and value engineering • Construction management experience delivering concurrently on the same site both high rise concrete and low rise wood frame buildings	15
Understanding of the Assignment • Proponent's description of issues in the assignment, including approach to staffing, administrative support and Division 1 responsibilities and costs • Commitment of senior staff involvement on the project at all times • Demonstrate approach on the construction schedule	15
Budget Control and Capacity • Commitment and ability to stay under the project budget while maintaining strict timelines for milestone target dates and overall schedule, • Provide 3 references	30
CM Fee Proposal • Cost-effectiveness in terms of price and delivery	30
LEED Qualifications • Proponent's list of LEED projects, certification level, year of certification or registration obtained and brief description of each listed project • Provide 3 references	5
Participation to Toronto Community Housing Community Economic Development strategy (CED) • Address how their proposal can contribute towards Toronto Community Housing's CED strategy	5
	100

12. RFP TIME LINE

Toronto Community Housing has established the following tentative time guidelines for the RFP process:

	EVENT	DATE
(1)	RFP Issued Date	MAY 4, 2011
(2)	Optional Information Session	May 10, 2011
(3)	Deadline For Questions	May 12, 2011, 12:00 p.m.
(4)	Last Addendum Issued Date	May 16, 2011
(5)	Deadline For Submission Of Proposals (Closing Date)	May 20, 2011, 12:00 p.m.
(6)	Reference Check and Interview	May 26, 2011
(7)	Contract Execution	June 6 -10, 2011
(8)	Commencement on Site	June 13, 2011

13. ATTACHMENTS:

- The West Don Lands site plan application drawings, preliminary mechanical and electrical Design Briefs, existing shoring and caisson drawings.
- Construction Management Contract.

Division of
SNC-LAVALIN INC.
235 Lesmill Road
Toronto, Ontario
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Telephone: 416-445-8255
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WEST DON LANDS DEVELOPMENT

MECHANICAL DESIGN BRIEF
(Preliminary)

LKM No.2011-578468 Mar 15, 2011

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1) **GENERAL**

a) Three new buildings owned by Toronto Community Housing Corporation (TCHC) on a common site with a single level of underground parking garage. One building will be 8 storey with 128 one bedroom suites for seniors. There will be approximate 490m² (5,267 sq. ft.) of commercial area and 286m² (3,078 sq. ft.) of multi-purpose and amenity areas in the ground floor. The ground floor will also contain a laundry room and TCHC offices. A penthouse on the roof will house the major mechanical equipment and the emergency generator. The other two buildings will be 4 storey wood frame construction with a total of 112 units for larger families.

b) The stated LEED target for this building is GOLD. Energy efficiency recommendations will be presented by the LEED Consultant as the measures required to meet the energy efficiency and LEED goals established for this building.

2) **SITE SERVICES**

a) As proposed by Site Service Engineer, storm water will be collected in underground cistern and discharged to storm sewer located on St Lawrence street. Before connecting to street manhole storm water will be treated in oil-grit separator. (To be designed by site service consultant) Size of the cistern will be determined by site service engineer based on City rate of discharge and irrigation requirements. Storm drainage on site will be designed in accordance with the storm water management report prepared Site Service Engineer.

b) Sanitary service will leave the site through manhole located on south-east corner and discharged to municipal sewer along St Lawrence street. It is preferable to provide dedicated sanitary connections for each ground floor unit in the 4 storey buildings. Options for sanitary distribution on site must be discussed with the client and site service engineer.

c) One 200mm diam. domestic water and one 200mm diam. fire line will be provided from River Street. A water meter/sprinkler room will be provided on the P1 at this location. This room will house the sprinkler assembly, fire pump, water meter and domestic booster pumps.

d) One common water meter will be provided for all three buildings. Separate sub-meters will be provided for each 4 storey building and the retail area.

e) A recessed Siamese connection will be provided for both Sprinkler and Standpipe systems. Exact location to be determined, but the fire department will likely prefer a Siamese near the TCHC office on East Side back entrance.

f) There will be dedicated gas meters provided for the residential and commercial parts of the building.

3) **FIRE PROTECTION**

a) A fire standpipe system will be provided for the building, with an electric fire pump on emergency power. The pump will be located in the sprinkler room at P1 level. A wet system will be provided for the tower and both 4 storey building, and a dry system will be provided for the unheated parking level.

b) It is proposed to provide 65mm valved hose connections in the exit stair shafts on each floor level in lieu of the traditional fire hose cabinet assembly (consisting of fire hose, nozzles, 38mm and 65mm hose valves). A separate drain riser will be provided for each standpipe riser, so that the PRVs can be tested in accordance with the building code. Fire Hose Cabinet will be provided for ground floor and parking only.

c) Fire extinguishers located in recessed cabinets will be provided in the corridor of each floor in the tower as per the Ontario Fire Code requirements.

d) Fire hose cabinets in the parking garage will have both 38mm and 65mm valves.

e) Sprinkler coverage will be provided for the entire building including Tower suites and full sprinkler coverage will be provided for the parking levels with a dry system. A wet system will be provided for all the above ground areas. Separate zones will be provided for each of the buildings, parking garage and retail area. For residential floors, sprinkler zone valve and flow switch will be located in a recessed sprinkler valve cabinet in the corridor of each floor.

f) Upright sprinklers will be provided for retail units, and tenants will provide final head layout. Residential concealed side wall and ceiling heads will be provided in suites. Chrome recessed heads will be provided in public areas.

g) Code consultant to verify if window sprinkler systems are required for the building.

h) Black steel Schedule 40 pipes will be used for standpipes, vertical sprinkler risers, and horizontal loops on each floor. ULC approved plastic sprinkler piping will be used for the in-suite sprinkler coverage.

4) **PLUMBING AND DRAINAGE**

a) **Hot and Cold Water Distribution**

i) The main city water meter will be located in the water meter room at the P1 level. Sub-meter will be provided to serve commercial tenants and lowrise buildings. The 4 storey lowrise buildings will require sub meters on the cold water, hot water and recirculation water, since they are on a common domestic hot water system with the high rise building.

ii) A Triplex booster pump system will be provided for the domestic water. The pump system will be on emergency power.

iii) Central domestic hot water system will be provided in the main mechanical room located on the level 9. The system will consist of two vertical 500 US gallons storage tanks and three gas fired boilers at 87% efficiency. (to be confirmed by LEED Consultant).

iv) Ground floor retails will be provided ONLY with cold water connection, domestic hot water will be produced by individual tenant through electric tank.

v) 8 Storey building:
Domestic water distribution system will be a single pressure zone. Cold water and hot water will be distributed from the ceiling of 8th floor, with offsets in the ceiling of the 6th floor. Hot water recirculation will be provided for each riser and collected in the ceiling space of the 2nd floor. 600mm additional ceiling space will be required on 8th floor and 400 on 6th floor for piping distribution (including storm lines). 400 mm additional ceiling space will be required on the second floor for the recirculation lines.

vi) 4 Storey building:
Domestic water distribution system will be feed from the central domestic hot water system on the 9th floor of the high rise building. Cold water and hot water will be distributed from the ceiling of the 4th floor.. The recirculation lines will run in the ceiling of the 2nd floor. Additional ceiling space will be required at the 4th floor and 2nd floor.

vii) One(1) domestic cold water connection and one(1) domestic hot water connection will be provided for each residential suite. Check meters will be provided on both water connections. Piping will run in suite ceiling space to serve the kitchen. (Client to confirm metering requirements.)

viii) Non-freeze hose bibs will be provided around the perimeter of all three buildings.

b) **Storm Systems:**

i) Roof top rainwater will be reduced by the provision of green roofs. Storage cistern will be located on the P1 level. Exact requirement for size of cistern to be confirmed by site services consultant. Stored storm water will be used for irrigation only. Chlorination and pumping system will be provided. Landscape consultant to confirm the flow rate required for irrigation.

ii) Control flow roof drains will be provided wherever possible. Conventional roof drains will be provided for green roofs and terraces. Exact locations and requirement of roof drains to be confirmed by architects and site services consultant

iii) The storm drains for the 4 storey buildings will be collected in the ceiling space of the 4th floor so that the vertical riser comes down over the public area on the ground floor and into the parking garage below. This will increase the ceiling space requirement at the 4th floor, but will eliminate the need for storm connections from the ground floor units directly to the site.

c) **Sanitary Systems:**

i) 8 storey building: Sanitary risers will run down through the building and will collect in the ceiling of the P1 level, to connect to the site services on St. Lawrence Street.

ii) 4 storey building: Sanitary distribution cannot run horizontally through the ground floor units as there is no common corridor. There are two options for distribution; either the drains run

vertically through the ground floor units and a sanitary connection is provided on site for each ground floor unit, or the parking garage is extended below the ground floor for collection of services. These options must be discussed with the owner and site service consultant to determine the optimum method for this site.

iii) The drains from all washrooms in the tower will be insulated to ensure that the pipes do not touch the walls or ceiling directly.

iv) To reduce the overall water demand for the building, dual flush tank toilets (1.6/0.8 gpf), low flow kitchen sink (1.5 gpm), low flow lavatories (1.0 gpm) and low flow shower heads (1.5 gpm) will be provided for residential suites. Dual flush valve toilets (1.6/0.8 gpf) and ultra low flow hand- free lavatories (0.5 gpm) will be provided for public areas.

v) Heat recovery can be provided for the shower drains in each suite. Approximately 3-4 showers will feed into each power pipe heat recovery unit. (TBD by Daniels/TCHC).

d) **General:**

i) A storm sump with duplex pumps, a sanitary sump with duplex pumps and an elevator sumps with a simplex pumps, will be provided in the P1 level. The storm and sanitary sump pumps will be on emergency power. LKM and the architect will determine the requirements and location for under floor weepers, based on the soils report.

ii) An oil storage tank will be provided for the emergency generator. The tank will be located in the P1 level. The fill and vent lines will run up to grade – exact location to be verified. Fuel supply and return lines will run to the generator on the roof. The oil pumps and associated ventilation system for oil tank room will be on emergency power.

iii) B.B.Q. gas outlets will be provided for each of the buildings close to amenity rooms.

5) **HEATING, VENTILATION AND AIR CONDITIONING**

a) Heating and cooling for all three buildings will be provided by common gas fired heating boilers and chiller located in mechanical penthouse on the 9th floor. A two pipe fan coil system will be provided . Reverse-return system will be used where possible to simplify water balancing.

b) Heating and cooling for retail space will be provided by separate gas fired boiler and fluid cooler through heat pumps system. Boiler and fluid cooler will also be located in mechanical penthouse.

c) The suites in all three buildings will be conditioned with 2 –pipe fan coils with high efficient ECM motor. No auxiliary electric heating coil will be provided for fan coil units.

d) 8 Storey building:
The heating/cooling risers will be distributed from the ceiling of the 2nd floor . Reverse return pipes will be provided and collected in the ceiling space of 8 and 6th floors floor for better system balancing.

e) 4 Storey buildings:
Several options are available for discussion for location of heating/cooling distribution lines.

f) Automatic flow control valve, equal to Griswold Isolator™, will be provided in each fan coil riser to limit the maximum water flow.

g) The quantity and location of the riser clamps and expansion compensators will be carefully designed to allow for proper expansion of both the main risers and the fan coil risers.

h) Heat recovery will be provided through either fan coil integrated with HRV or remote Heat Recovery Ventilator (HRV) located in the washroom. HRV and fan coil unit serving the same suite will be interlocked and controlled by seven (7) days programmable thermostat. Optional layout will be provided for discussion.

i) Suite sanitary exhaust will be ducted to the HRV, where the energy is recovered to pre-heat or pre-cool the fresh air before being discharged to outdoor. Tempered outside air will then be ducted to the return air plenum of associated fan coil unit. HRV to be complete with aluminum core to provide high sensible effectiveness and easy maintenance. HRV shall also include integrated/remote supply and exhaust air fans, with two speed ECM type motors. Both fans will operate at low speed continuously unless being activated to high speed by a humidistat located in every washroom with shower, or from the programmable thermostat.

j) Suite kitchen hood will be provided with an exhaust fan and ducted to the exterior.

k) Corridors will be served by an air handling units (AHU) to provide ventilation required by code (0.06 cfm/sq.ft) and minimum circulation rate of three (3) air changes per hour (ACH). Gas fored units with 90% efficiency will be located on the roof. The units will have supply and return fans and economizer for free cooling when available. Supply and return air duct will run in the corridor ceiling on the top floor to connect to duct shafts in the corridors on each floor. The units will also supply air to the amenity, lobby and vestibule areas.

l) Ground floor common areas and amenity areas will be conditioned with 2 pipe fan coils. Heat recovery unit will be provided where practical.

m) Dedicated DX split A/C unit will be provided for the elevator machine room. Ventilation will be provided for ground floor garbage rooms, laundry rooms, storage rooms.

n) Ground floor entrances and service spaces on the ground floor and parking levels will be heated with a hot water heating system and ventilated as required. Bicycle storage room will be ventilated and heated.

o) Lockers located in the parking garage will be ventilated to the parking garage. For lockers with direct access from the elevator or stair, heating will be provided, other lockers will be unheated. Air conditioning will not be provided for any of the locker areas.

p) Staff room in the parking garage will be conditioned by fan coil. Washroom will be provided with heat recovery unit with exhaust to outside and supply to fan coil unit.

q) Retail spaces will be conditioned with ceiling mounted heat pumps. Washrooms will be exhausted through common HRV. Outside air will be provided to retail spaces through HRV.

r) No pressurization will be designed for the above the grade stairs and the emergency elevator shaft. Separate fans will be provided for pressurization of the below the grade stairs which do not discharge directly to exterior.

s) Exhaust fans will be provided for garage ventilation. The fans will be controlled by CO sensors, through the building automation system so the fans can be off when they are not required. The exhaust fans will also be on emergency power so they will be available for smoke venting.

t) Ramp snow melting system will be provided by electrical cables. (TBD by Daniels/TCHC)

u) Client to confirm metering requirements for individual fan coil units.

6) **CONTROLS**

a) A central building automation system will be provided.

b) The supply water temperatures will be varied based on outside conditions. Circulation pumps will be complete with variable speed controller to reduce the operating cost.

c) Suite vertical fan coil units will be provided with standard motorized solenoid control valve.

d) The garage exhaust fans will be operated when required based on CO sensors mounted through-out the parking levels.

e) The domestic hot water re-circulation pumps to be off at night or controlled by BAS.

LKM Division of
SNC-LAVALIN INC.

per: _____
Michael Vail

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WEST DON LANDS
ELECTRICAL DESIGN BRIEF
(Preliminary)

LKM No.2011-506200 March 09, 2011

1. GENERAL

1.1. Three new buildings owned by Toronto Community Housing Corporation (TCHC) on a common site with a single level of underground parking garage. One building will be 8 storeys with 128 one bedroom suites for seniors. There will be approximate 490m² (5,267 sq. ft.) of commercial area and 286m² (3,078 sq. ft.) of multi-purpose and amenity areas in the ground floor. The ground floor will also contain a laundry room and TCHC offices. A penthouse on the roof will house the major mechanical equipment and the emergency generator. The other two buildings will be 4 storey wood frame construction with a total of 112 units for larger families.

1.2. The stated LEED target for this building is GOLD. Energy efficiency recommendations will be presented by the LEED Consultant as the measures required to meet the energy efficiency and LEED goals established for this building.

1.3. The building falls under the OBC requirements for high buildings as it is more than 18 metres above grade.

1.4. A Central Alarm and Control Facility (CACF) will be required. It will be located in the lobby of the 8 storey building and will contain the fire alarm control panel and annunciator, EVAC controls, firefighters telephone controls, maglock control, elevator intercom / phone stations, fire fighters' controls for fans and elevators and generator alarms.

1.5. A single zone all call voice EVAC system will be provided although it is not required by code as this building is less than 36 metres tall (***TCHC to confirm***).

2. SERVICE AND DISTRIBUTION

2.1. <u>Power supply:</u>

2.1.1. The building will require approximately 800 KW of power which will be supplied from a transformer vault located in level P1.

2.1.2. The main service will be 1000 amps at 347/600 volts.

2.1.3. Power supply will be taken from the Toronto Hydro supply. Location and method is subject to confirmation by the utility.

2.1.4. Retail space(s) will be fed at 120/208 volts 3 phase 100 amps.

2.2. Metering

2.2.1. Provision will be made for separate metering of common areas, individual suites and retail units as required in the National Energy Code and to meet LEED. Division 16 will supply breaker panels for distribution of power to each suite. A third party will supply and install the metering equipment c/w associated communications in housings provided by Div.16.

2.2.2. Provision will be made for separate metering of common area lighting and other loads where capacity exceeds 100 KW as required by the National Energy Code.

2.3. Distribution

2.3.1. A main electrical room located in level P1 beside the transformer vault will house the main electrical distribution equipment.

2.3.2. Step-down transformers located in level P1 will provide 120/208 volts for suite distribution.

2.3.3. Power supply for garage lighting will be 347 volts. Other common area lighting power supply will be 120 volts.

2.3.4. Power to mechanical equipment and other motor loads in common areas over 1/3 HP will be supplied at 600 volts 3 phase.

2.3.5. Suites will be fed from distribution panels installed in corridor electrical distribution closets located on every floor.

2.3.6. Common area lighting and receptacles will be fed from panels located in proximity to the loads and will be connected to the “House Service” meter.

2.3.7. Receptacles will be provided for window wash platforms.

2.3.8. Convenience receptacles will be located throughout the common area corridors and stairwells at intervals required in the electrical code. Devices will be specification grade white “Decora” style with white nylon cover plates.

2.4. Suite Electrical

2.4.1. Outlets in suites will be located as required by the Electrical Code. Receptacles and switches in suites will be residential grade “Decora” style large paddle type, with white colour with plastic cover plates.

2.4.2. Kitchen over counter receptacles closer that one metre to the sink will be 20 amps 120 volt GFI’s as required by the Electrical Code.

2.4.3. Dedicated circuits will be provided for refrigerator and stove/oven.

2.4.4. Bedroom receptacles will be connected to an arc fault circuit breaker as required by the Electrical Code.

3. LIGHTING

3.1. Suites

3.1.1. Suite lighting will be compact fluorescent (using clip in sockets rather than screw base type in accordance with LEED) with fixtures selected as typical for condominium suites of standard quality. Lighting selection will be by the Interior Designer / Developer.

3.1.2. Ceiling light fixtures will be provided in foyer, kitchen, dining, bedrooms and den.

3.1.3. Wall mounted light fixture will be provided in the bathrooms.

3.1.4. The living room will be provided with a switched receptacle and will be installed generally on the wall opposite the television outlet location.

3.2. Common Areas

3.2.1. Generally, lighting will be selected for common areas and amenity spaces in conjunction with the Interior Designer. We recommend the use of energy efficient T5 or T8 fluorescent or compact fluorescent with electronic high frequency (no flicker) high power factor ballasts. Corridor lighting will meet OBC light level requirements as a minimum.

3.2.2. Lighting fixtures in common areas will be tamper proof (***TCHC to confirm***).

3.2.3. Occupancy sensors will be used in some common areas such as amenity rooms, washrooms, lockers, etc. Lighting will be switched in service rooms where the use of occupancy sensors is unsafe.

3.2.4. Energy consumption of corridor lighting will be subject to Ashrae 90.1 requirements as a maximum.

3.2.5. Parking Garage lighting will be T5 HO fluorescent in enclosed fixtures ***(TCHC to confirm, the use of LED is currently under consideration)***. Average lighting will be 100 lux with 50 lux minimum in accordance with City of Toronto standards.

3.2.6. Exterior grounds lighting source and style will be as selected by the landscape architect. Other exterior lighting will be provided to complement the building and provide security with a light level commensurate to the requirements of security and OBC requirements.

3.2.7. Light levels will be in accordance with the OBC (3.2.7.1(3)) as a minimum:

Exits, Public Corridors and Access to Exits	50 lx
Storage Rooms	50 lx
Service Rooms	200 lx
Garage	50 lx
Public Washrooms	100 lx
Elevator Machine Room	100 lx

3.3. Exit lights

3.3.1. Exit lights will be LED energy efficient type specified to meet CSA 860 standard and will be connected to the emergency generator.

4. LIFE SAFETY SYSTEMS

4.1. Emergency Lighting

4.1.1. Emergency lighting will be provided to meet the minimum required 10 lux in exits, access to exits, parking garage and corridors serving residential suites using the regular fixtures connected to the emergency power supply. Emergency lighting in common areas will utilize some of the regular fixtures designated for emergency. Amenity areas may require to be provided with emergency lighting in addition to their access to exits, if the occupant load exceeds 60 persons (***to be advised by the Code Consultant***).

4.2. Emergency Power

4.2.1. Power for emergency lighting will be provided by one 200KW diesel generator installed in the penthouse. Fuel will be stored in tanks located in the parking garage level P1. Fuel level will be supervised electrically with alarm signal in the CACF. Quantity of fuel supply will be sufficient to run the anticipated load for 48 hours before refuelling.

4.2.2. The generator will have sufficient capacity to power the elevators, required emergency and exit lighting, ventilation and pressurization fans, garage exhaust fans, fire pump, fire alarm / evacuation P/A systems, sump pumps, and the domestic water pumps.

4.2.3. Two hour fire protection for the conductors feeding emergency equipment and lighting panels will be provided.

4.3. Fire Alarm

4.3.1. A programmable, addressable (except for suites) fire alarm system is recommended to be installed. Zoning will be as required by the Building Code. ***(Code Consultant to advice on system requirements).***

4.3.2. The sequence of operations for the fire alarm system will be designed by LKM and reviewed by the code consultant.

4.3.3. Heat detectors will be installed in each service and storage in non sprinklered areas and elevator shafts. Heat detectors will not be required in sprinklered rooms, except for rooms with 2Hr separation from other spaces as required by OBC.

4.3.4. Smoke detectors will be installed in corridors and in exit stair shafts.

4.3.5. Manual stations will be installed at entrance to all exits.

4.3.6. ***If 1.1.5 above is confirmed***, fire fighters telephones for two way communication will be provided at entrances to stair shafts and at the ground floor elevator lobby. These will be connected to the CACF.

4.3.7. Initiation and signal riser wiring will be fire rated by separation from the suites and corridors in the electrical closets.

4.3.8. Each suite will be equipped with local 120 volt smoke alarms.

4.3.9. Signals will be speakers and will be installed to meet audibility standards of 75 dBA in sleeping areas and 65 dBA elsewhere within the building.

4.3.10. The fire alarm system will be c/w feature to silence the signals within the suites for ten minutes per OBC 3.2.4.19(13).

4.3.11. Spaces with sound levels in excess of 84 dBA will be provided with strobes.

4.3.12. The building sprinkler system will be supervised through the fire alarm.

4.3.13. Fire alarm will be provided with batteries suitable for 24 hours standby and two hours operation. The panel power supply will be connected to the emergency system.

4.3.14. A signal will be provided to the elevators to enable automatic return to the recall floor (ground floor) on activation of the fire alarm.

4.3.15. A telephone outlet will be provided in the CACF to link to the fire fighter's elevator(s). Phone to be provided by the security system supplier.

4.3.16. A Remote Annunciator Panel will be installed at the entrance vestibule of each 4 storey building.

4.4. Carbon Monoxide Alarms

4.4.1. Carbon monoxide alarms will be provided in all rooms containing fuel burning equipment and adjacent to each sleeping area of all suites adjacent (beside, above and below) these rooms per O.B.C. and per City Bylaws.

5. COMMUNICATION SYSTEMS

5.1. Telephone And Cable TV Suite Distribution Pathway

5.1.1. CATV outlets will be provided in the living room, bedrooms and den.

5.1.2. Combination Telephone/Data outlets will be provided in the living room, bedrooms and den.

5.1.3. All in-suite communications outlets will be installed in a star configuration to a common termination point consisting of a terminal box located at high level inside the entrance closet. From there one 27mm (1") conduit for TV and one 27mm (1") for telephone will be installed to the communication closet located on each floor.

5.1.4. Telephone and cable TV wiring installation to be determined by the Developer.

5.2. Telephone and cable TV Common Distribution

5.2.1. Telephone and CATV will be fed from a main telephone backboard located in the communication room in the parking garage level P1. This room could also be used to house security and enterphone equipment.

5.2.2. A riser conduit and sleeve system will be installed to the floor distribution closets. All termination equipment will be located in the closets or in the communication room.

5.2.3. A spare conduit will be provided to the closets for future communication services such as fibre optic backbone.

5.2.4. Cable TV outlets will be provided in amenity rooms and TCHC offices.

5.2.5. Telephone outlets will be provided in the amenity areas, elevators, and TCHC offices.

5.2.6. A telephone outlet will be provided in the CACF to link to the fire fighter's elevator. Telephone to be provided by the security system supplier.

5.2.7. Telephone outlet will be provided at elevator control room.

5.2.8. Telephone outlet(s) will be provided in the main electrical room for electronic metering communication.

5.2.9. Telephone and cable TV wiring installation to be determined by the Developer.

6. OTHER SYSTEMS

6.1. Security System:

6.1.1. To be designed by the Security System Consultant.

6.1.2. Conduits and outlet boxes for CCTV cameras, card readers, etc. and power circuits as required are part of Division 16 contract.

6.1.3. All wiring and devices will be provided by the Security System Contractor.

6.2. Building Entry Control

6.2.1. To be designed by the Security System Consultant.

6.2.2. Pathway (conduit) for CCTV cameras, card readers, maglocks, etc and telephone entry system equipment is part of division 16 contract. All other wiring and devices will be provided by the Security System Contractor.

6.3. Building Automation System:

6.3.1. Empty conduit pathway will be provided for all mechanical equipment to be controlled by B.A.S. and 120V power to the control panel(s).

6.3.2. All wiring and devices will be provided by the B.A.S. Contractor.

6.4. Barrier free access

6.4.1. Designated entry doors will be provided with motorized door operators. Operators will be provided as part of the door Hardware Contractor's scope of work.

6.4.2. All switches, pullstations and other accessible control devices in the common areas will be mounted at the required height for barrier free access in accordance with OBC section 3.8.

6.5. Solar Photovoltaic System (PV System)

6.5.1. The roof of the 8 storey building will have a Solar PV System suitable for Ontario's feed-in tariff (FIT Program). The system will be designed by others.

6.5.2. Conduits, boxes and wiring are part of division 16 contract. System's equipment and devices will be provided by the PV System Contractor.

7. RETAIL SPACE(S)

7.1. Each designated retail space will be provided with 100 Amp, 120/208 volts, 3 phase, 4 wire service terminated at a main fused disconnect switch fed from the Retail Electrical Room located in the ground floor.

7.2. Meter will be responsibility of the tenants.

7.3. Fire Alarm manual pull stations will be provided at exit doors and speakers will be located to meet OBC sound level requirements.

7.4. Exit lights will be provided at all required exits.

7.5. Each retail unit will be provided with two 27mm (1") conduits c/w fishwire for telephone and CATV service. Wiring will be part of tenant scope of work.

7.6. Lighting, emergency lighting, receptacles and other power outlets will be responsibility of the tenants.

LKM Division of
SNC-LAVALIN INC.

per: _____
Fernando Jaque

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APPENDIX 2

RFP 19/11 – For a Construction Manager for the Construction of 589 King Street, East, Toronto

CONSTRUCTION MANAGEMENT CONTRACT FORM BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT:

589 King Street East, West Don Lands, Toronto, Ontario

CONSTRUCTION MANAGEMENT CONTRACT

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

This agreement made this ___th day of _____ in the year 2011.

by and between

TORONTO COMMUNITY HOUSING CORPORATION
931 Yonge St.
Toronto, ON M4W 2H2

hereinafter called the "Owner"

and

hereinafter called the "Construction Manager"

witnesses: that the parties agree as follows

ARTICLE A-1 SERVICES AND RESPONSIBILITIES

1.1 The Construction Manager agrees to provide the services set forth in GC 2 - CONSTRUCTION MANAGER'S SERVICES as amended by the Contract Documents.

1.2 The Owner shall be responsible for the development of the design of the Project and has retained:

CORE Architects Inc.

And/or such other Consultants as the Owner may engage.

hereinafter called the "Architect" as its architect with respect to the Project. The Architect's services, duties and responsibilities shall be as described in the agreement between the Owner and the Architect.

ARTICLE A-2 THE CONSTRUCTION MANAGEMENT TEAM

2.1 The Construction Manager, along with the Owner and the Consultants, shall form the "Construction Management Team", which will work from the commencement of the Pre-Construction Phase through to completion of the Post-Construction Phase and shall strive

to achieve Substantial Performance of the Project as provided herein by July 2013, being referred to in this Agreement as the "**Contract Time**".

2.2 The Construction Manager shall provide leadership to the Construction Management Team on all matters relating to construction from the commencement of the Pre-Construction Phase to the end of the Post-Construction Phase.

ARTICLE A-3 THE CONSTRUCTION MANAGER AS AGENT

3.1 The Construction Manager represents that it is knowledgeable and experienced in the management of the type of construction required for the Project. The Construction Manager acknowledges that it is being retained by the Owner because of its knowledge and expertise in that regard.

3.2 The Owner appoints the Construction Manager his agent to act in his name in accordance with the terms of this Contract and for the purpose of the management of the construction of the Project described in SCOPE OF THE PROJECT – ARTICLE A-4.

3.3 The Construction Manager shall enter into contracts as agent for the Owner with Trade Contractors in the form of Canadian Standard Construction Document CCA 17 – 1996 Stipulated Price Contract for Trade Contractors on construction management projects, as amended by Supplementary Conditions attached to this Contract as Appendix 2.5 The Construction Manager agrees to observe and perform the duties of *Construction Manager* set out in the said Supplementary Conditions including, for certainty, SC.23 relating to Negotiation, Mediation and Arbitration. The parties confirm that on the date of signing this Contract, the Owner reserves the right to amend the said Supplementary Conditions, provided the said additional Supplementary Conditions do not reasonably amend the business terms of the understanding between the Owner and the Construction Manager.

3.4 It is understood and agreed that the Construction Manager shall prepare all subcontracts with the Trade Contractors and shall ensure the performance of the Trade Contracts and, in particular, with respect to the Construction Manager's services, duties and responsibilities under the Contract Documents; including without limiting the generality of the foregoing, the Construction Manager's responsibilities for construction safety at the Place of the Project as set out in Article 3.5 of this Article A-3. The Construction Manager shall also comply with the principles of the Owner's Health and Safety Policy, attached as Appendix 2.6.

3.5 The Construction Manager shall be solely responsible for construction safety at the Place of the Project and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Without limiting the generality of the foregoing, the Construction Manager shall assume and discharge all of the duties and obligations of the "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder and without limiting the generality of the foregoing shall ensure that:

3.5.1 the measures and procedures prescribed by the *Occupational Health and Safety Act* (Ontario) and its regulations are strictly observed on the Project.

3.5.2 every employer and every worker performing work on the Project complies with the *Occupational Health and Safety Act* (Ontario*)* and its regulations;

3.5.3 the health and safety of workers on the Project is protected;

3.5.4 a "Notice of Project" is filed by the Construction Manager or Construction Sub-Manager as the constructor before commencement of work on the project in accordance with the *Occupational Health and Safety Act* (Ontario) and its regulations; and

3.5.5 any proceedings initiated under the *Occupational Health and Safety Act* (Ontario) are defended, participated in or intervened in by the Construction Manager, whichever is applicable, in its capacity as the constructor for the Project.

3.6 Unless changes, additions, substitutions or deletions to the Key Personnel designated by the Construction Manager and set out in Appendix 2.2 have been approved by the Owner, the Construction Manager agrees to commit the Key Personnel designated in the Appendix 2.2 to oversee the completion of the Project. Without limitation, the Construction Manager shall furnish the services of a project manager for the entire duration of the Contract. The project manager will have full responsibility for the performance of the Construction Manager's obligations under the Contract, with full authority to act in all matters as necessary for the proper management, coordination, direction and technical administration of the Work. The project manager shall be identified as such on Appendix 2.2.

ARTICLE A-4 SCOPE OF THE PROJECT

This Contract provides for services in connection with the following described Project:

The construction of a 8-storey mid rise and two 4-storey low rise rental housing buildings with commercial at grade, landscaped courtyard, public realm features and site servicing connections from street.

ARTICLE A-5 CONSTRUCTION FEES

The Owner agrees to pay the Construction Manager as compensation for its services a Contract Fee of $____. The fee is to be distributed across the key tasks as follows:

$___ for pre-construction
$___ for construction
$___ for post-construction

This fee is to include a maximum amount relating to salaries and wages for personnel engaged at shops, or on the road, in expediting the production or transportation of materials or equipment, for that portion of their time spent on the Project; salaries, wages and benefits of head and field

office or other personnel, including but not limited to site superintendents, site foreperson, timekeepers, clerks, security and work persons, including labour burden. Such fee is the total compensation for the services provided for hereunder, including, without limitation, any extras, provided that the basis on which the fee is established may be reviewed in the event of a fundamental change to the scope of the Project.

ARTICLE A-6 REIMBURSABLE EXPENSES

In addition to the Contract Fee stipulated in ARTICLE A-5- CONSTRUCTION FEES of this Agreement, the Owner agrees to reimburse the Construction Manager for the Reimbursable Expenses he incurs as defined by APPENDIX 2.1 to this Agreement in accordance with ARTICLE A-8 - PAYMENT and GC 10 - APPLICATIONS FOR PAYMENT. Expenses other than those set out in Appendix 2.1 to this Agreement shall not be reimbursed or paid to the Construction Manager unless the Owner expressly approved of such additional expenses and advises the Construction Manager of its approval in writing.

ARTICLE A-7 OWN FORCES WORK

The Construction Manager may, subject to the Owner's prior approval in writing, perform work with his own forces. Such work shall be performed in accordance with the terms of this Agreement. The Owner shall pay to the Construction Manager the cost of such work plus a fee being ten (10%) per cent of that cost in addition to all other amounts payable pursuant to this Agreement. For the purposes of this provision, cost of the work shall include and be limited to those items set forth in APPENDIX 2.1 - REIMBURSABLE EXPENSES to this Agreement.

ARTICLE A-8 PAYMENT

8.1 Provided the Construction Manager is not then in default, the Owner agrees to make monthly payments to the Construction Manager in Canadian funds on account of Reimbursable Expenses incurred to date, the applicable portion of the Contract Fee earned as described in ARTICLE A-5 - CONSTRUCTION FEES of this Agreement, any work performed directly by the Construction Manager pursuant to ARTICLE A-7 - OWN FORCES WORK and for Additional Services in accordance with GC 2.5.

8.2 If the Owner fails to make payments to the Construction Manager as they become due under the terms of this Contract, or in an award by arbitration or court, interest at zero (0 %) percent above the prime rate per annum as of the date payment became due on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Prime rate, for the purposes of this Agreement, means the lowest rate of interest quoted by The Royal Bank of Canada from time to time in the City of Toronto to the most credit-worthy borrowers for prime business loans.

8.3 The Owner shall pay applicable Harmonized Sales Tax on such monthly payments pertaining to the Contract Fee at the then prevailing rate.

8.4 All payments under the Contract shall be subject to the provisions of the *Construction Lien Act* (Ontario), including, without limitation, the holdback provisions thereof.

ARTICLE A-9 RIGHTS AND REMEDIES

9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.

9.2 No action or failure to act by the Owner or Construction Manager shall constitute a waiver of any right or duty afforded either of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) days of the date of mailing, or if sent by facsimile transmission to have been delivered on the date the transmission is received by the addressee when addressed as follows:

The Owner at:

TORONTO COMMUNITY HOUSING CORPORATION
931 Yonge St.
Toronto, ON M4W 2H2
Attn: Ms. Bronwyn Krog/Ms.Lizette Zuniga, Fax: (416) 931-4130
cc: Ms. Catherine Murray, Fax: (416) 981-4234

The Construction Manager at:

or at such other address as may from time to time be designated by notice given in the manner herein provided.

Such notice shall be deemed to have been validly and effectively given when delivered, provided that if notice is delivered by facsimile or other means of electronic communication hand on a Day other than a Working Day, or after 5:00 p.m. on a Working Day, then the same shall be deemed to have been given and received on the next Working Day.

ARTICLE A-11 LAW AND LANGUAGE OF THE CONTRACT

11.1 The law of the Place of the Project shall govern the interpretation of the Contract.

11.2 This Agreement is drawn in English at the request of all parties hereto.

ARTICLE A-12 LABOUR TRADE CONTRACTUAL OBLIGATIONS

12.1 Any part of the Work to be performed by union members represented by union locals under the provisions of any collective agreement by which the Owner is bound, shall in each such case be performed only by an employer also bound by such agreement, unless, as verified by the Owner, the agreement does not prohibit such work from being performed by others. Without limiting the generality of the foregoing, but subject to Section 5, such collective agreements include the current collective agreements covering the residential sector, and the current collective agreements covering other sectors of the construction industry, including the industrial, commercial and institutional sectors described in the TCHC Applicable Laws and Policies attached as Appendix 2.6 to this Contract.

12.2 These provisions of the Labour Trade Contractual Obligations shall apply to each Trade Contractor *mutatis mutandis* and the Construction Manager shall include the Labour Trade Contractual Obligations, with all necessary changes, in each of its contracts with Trade Contractors for any part of the Work. The Construction Manager shall indemnify and save harmless the Owner from and against all claims, including grievances suffered by the Owner, arising from the failure of the Construction Manager to comply with the requirements of this the Labour Trade Contractual Obligations.

The obligations of the Construction Manager in this Section are herein collectively called the "**Labour Trade Contractual Obligations**".

ARTICLE A-13 PRIOR NEGOTIATIONS, REPRESENTATIONS OR AGREEMENTS

This Agreement supersedes all prior negotiations, representations or agreements, either written or oral with respect to its subject matter.

ARTICLE A-14 SUCCESSION AND ASSIGNMENT

14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

14.2 Except as specifically permitted in this Agreement, the Construction Manager shall not assign the Contract or a portion thereof without the written consent of the Owner, which consent shall not be unreasonably withheld.

ARTICLE A-15 DISCOUNTS, REBATES AND REFUNDS

All cash discounts shall accrue to the Construction Manager unless the Owner deposits funds with the Construction Manager with which to make payments, or makes such payments directly, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the Project shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

ARTICLE A-16 BUDGETING AND OWNER'S TERMINATION RIGHTS

16.1 Budget Preparation

Based on the Design Development Drawings and Working Drawings approved by the Owner, the Construction Manager shall prepare Project Construction Budgets in accordance with GC 2.2.3, detailing the anticipated costs of completing the Project, together with reasonable contingencies, which Project Construction Budgets shall be reviewed by the Cost Consultant retained by the Owner. The Project Construction Budgets shall be prepared and then revised at each of the following points in the Pre-Construction Phase: (1) when Design Development Drawings and preliminary Working Drawings are complete; (2) a revised budget when Working Drawing are revised; and (3) Working Drawing are 100% complete and approved by the Owner and 70% of the contracts have been tendered (the "**Contract Budget**").

16.2 Contract Budget Unacceptable

In addition to the Owner's rights of suspension and termination set out elsewhere in this Agreement, and notwithstanding any provision to the contrary contained in the Contract, the Owner will have the following rights to terminate the Contract.

The Contract Budget shall be submitted to the Owner for approval, and the Owner shall have a maximum of 90 days to review the submitted Contract Budget for approval. If the Contract Budget is not satisfactory to the Owner in its Sole Discretion, then the Owner and Construction Manager shall, in good faith, and for a period not exceeding thirty (30) days, enter into discussions with a view to agreeing upon changes to the scope of the Project, or the design of the Project, in order to reduce the Contract Budget. If modifications to the Project are agreed upon during such thirty (30) day period, then the Construction Manager shall submit revised documentation to the Owner for reassessment of the Contract Budget, which the Owner shall submit to the Cost Consultant. The Cost Consultant shall complete such reassessment as expeditiously as possible based upon the revised documentation, and in any event, within ten (10) days following receipt by it of the revised documentation. If the Owner and Construction Manager are unable to agree upon acceptable modifications to the Contract Budget during such thirty (30) day period, or if, following reassessment by the Cost Consultant, the Contract Budget remains unsatisfactory to the Owner, in its Sole Discretion, then the Owner may provide notice to the Construction Manager terminating the Contract in whole or in part.

16.3 Construction Manager's Fee

If this Agreement is terminated in accordance with this Article, the Construction Manager shall be entitled to be paid or reimbursed for:

(a) the portion of the Contract Fee earned to the date of termination; and

(b) all Reimbursable Expenses and the Own Forces Cost incurred by the Construction Manager to the date of termination;

in full and final satisfaction of any and all claims and losses which the Construction Manager may have sustained or incurred or which may have arisen as a result of such termination. For clarity, all Work performed to the date of termination shall become the property of the Owner.

16.4 **Plans**

All work product completed by the Construction Manager, or any Trade Contractor are the property of the Owner. The Construction Manager shall ensure that all subcontracts contemplate the transfer of such work product to the Owner.

ARTICLE A-17 PROCUREMENT POLICY

17.1 All work done and materials supplied as part of, or in connection with, the Work shall be procured in accordance with the provisions of the Procurement Protocol described in the TCHC Applicable Laws and Policies which are attached as Appendix 2.6 to this Contract, unless other direction is provided by the Owner.

ARTICLE A-18 FAIR WAGE POLICY

18.1 The Fair Wage Policy and the Fair Wage Schedules of the Owner included in the TCHC Applicable Laws and Policies and which are attached as Appendix 2.6 to this Contract and apply equally to the Construction Manager and any Subcontractors engaged in the Work. The Construction Manager is responsible for ensuring that it and all of the Trade Contractors under its control or supervision comply with the Fair Wage Policy and the Fair Wage Schedules.

18.2 The Construction Manager shall indemnify and save harmless the Owner and its directors, officers, partners, agents, employees, servants, advisors, consultants, contractors, successors and assigns from and against all Claims arising from the failure of the Construction Manager or Contractor to comply with the Fair Wage Policy and the Fair Wage Schedules.

ARTICLE A-19 DEVELOPMENT AGREEMENT

19.1 The Construction Manager acknowledges that construction of the Project is subject to a number of pre-existing restrictions and policies relating to the West Don Lands, and in particular is subject to a Development Agreement between the Owner and the Toronto Waterfront Revitalization Corporation dated July 31, 2009, a copy of which has been provided to the Construction Manager, and which forms part of the Contract Documents. In particular, the Construction Manager shall incorporate into the Work and Trade Contracts as required the Mandatory Green Building Requirements extracted from the Development Agreement, modified for the purposes of this Contract and the Energy Efficiency Requirements and attached as Appendix 2.8 to this Contract.

ARTICLE A-20 EMPLOYMENT PROVISIONS

20.1 The Construction Manager shall comply with the provisions of Appendix 2.6 relating to the provision and implementation of economic development and employment benefits and opportunities to tenants of the Owner.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
In the presence of:

OWNER

TORONTO COMMUNITY HOUSING CORPORATION

_____ _____

Name:
Title: **Witness**

I have authority to bind the Corporation

CONSTRUCTION MANAGER

_____ _____

Name: **Witness**
Title:

I have authority to bind the Corporation

APPENDIX 2.1

REIMBURSABLE EXPENSES

The following items are the Reimbursable Expenses referred to in ARTICLE A-6 REIMBURSABLE EXPENSES and the cost of the work for the purposes of ARTICLE A-7 OWN FORCES WORK of the Agreement and shall be at rates prevailing in the locality of the Place of the Project except with the prior consent of the Owner:

1. Subject to the Owner's approval, wages, benefits and termination/severance costs paid for labour in the direct employ of the Construction Manager in the performance of the Project under applicable collective bargaining agreements or under a salary or wage schedule agreed upon by the Owner and Construction Manager as set out in and at the rates listed in the Fair Wage Policy included in Appendix 2.6 hereto, but excluding the wages, benefits and termination/severance costs of Key Personnel;

2. contributions, assessments or taxes incurred during the performance of the Contract for such items as unemployment insurance, workers' compensation, Canada or Quebec Pension Plan and the Construction Manager's employee benefit plan, insofar as such costs are based on wages, salaries or other remuneration paid to employees of the Construction Manager and included under paragraphs 1 above

3. the cost of all materials, products, supplies and equipment incorporated into the Work, including costs of transportation and storage thereof;

4. the cost of materials, products, supplies, equipment, temporary services, utilities and facilities, and hand tools not owned by the workers including transportation and maintenance thereof, which are consumed in the performance of the Contract, and cost less salvage value on such items used, but not consumed, which remain the property of the Construction Manager;

5. rental costs of all tools, machinery and equipment used in the performance of the Contract, whether rented from the Construction Manager or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;

6. the actual costs of all subcontracts, excluding any credits or discounts;

7. the cost of quality assurance such as independent inspection and testing services;

8. charges levied by authorities having jurisdiction at the Place of the Project;

9. royalties, patent licence fees, and damages for infringement of patents and costs of defending suits therefore subject always to the Construction Manager's obligation to indemnify the Owner pursuant to paragraph 13.1 of GC 13 PATENT FEES;

10. premiums for all bonds and insurances which the Construction Manager is required, by the Contract Documents, to purchase and maintain, including errors and omissions insurance;

11. taxes and duties related to the Project for which the Construction Manager is liable other than tax on income payable by the Construction Manager;

12. losses and expenses sustained by the Construction Manager for matters which are the subject of the insurance coverages obtained pursuant to GC 17 INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable, provided the matters which are the subject of the insurance coverages arose through no fault of the Construction Manager or anyone for whose acts or omissions the Construction Manager is responsible in law;

13. the cost of removal and disposal of waste products and debris;

14. subject to the Owner's prior approval in writing, legal costs, incurred by the Construction Manager, arising out of the performance of the Contract (other than costs relating to a dispute with the Owner);

15. costs incurred by the Construction Manager, with the Owner's permission or at the Owner's request, in expediting and supervising the rejected work or the warranty work of Trade Contractors and costs incurred by the Construction Manager in correcting defects or deficiencies in the work undertaken by his own forces and repairing damages resulting therefrom either during the course of construction or the warranty period except those arising from a negligent or wilful act of the Construction Manager; and

16. auditing when requested by the Owner unless the audit determines inconsistencies or errors which result in a variance in excess of 3% of the amount being audited.

It is the intention of the parties that the items referred to herein shall cover and include any and all costs and contingencies incurred by the Construction Manager in connection with the Project.

Notwithstanding the foregoing, the following "Excluded Expenses" shall be specifically excluded from Reimbursable Expenses and shall be at the cost of the Construction Manager:

1. provision by the Construction Manager of a head office, including the rental charges thereof, costs of office and administrative staff, telephone charges, postage, stationery, and all other matters incidental to the maintenance and operation of such office;

2. personal gasoline, personal car maintenance and all other personal travelling expenses of the Construction Manager, its employees and staff;

3. all costs and expenses incidental to the performance of the duties of the Construction Manager as set out in this Construction Management Agreement; and

4. all salaries, benefits, statutory remittances and termination costs paid to or on behalf of staff or employees of the Construction Manager or an affiliate thereof who are identified as Key Personnel.

APPENDIX 2.2
KEY PERSONNEL

Name	**Title**
	Project Manager

Appendix 2.3

DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. Architect

The Architect is the person, firm or corporation identified as such in the Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Architect is not a prime architect for the purposes of this Contract.

2. Change Directive

Change Directive means a written instruction issued by the Construction Manager on the direction or subject to the approval of the Owner, signed by the Owner directing an addition, deletion, or revision to the Work within the general scope of the Contract Documents or a contract with a Trade Contractor and which the parties expect will be documented and incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Times and Budget.

3. Change Order

Change Order means a written amendment to Contract Documents or a contract with a Trade Contractor issued by the Construction Manager and approved by the Owner and the Construction Manager setting out:

(a) the required change in the Work; and

(b) the extent of the adjustment in the Contract Times and Budget, if any.

4. Changes in the Project

Changes in the Project means additions, deletions, or other revisions to the Project within the general scope of the Contract.

5. Construction Management Team

Construction Management Team has the meaning set out in ARTICLE A-2 THE CONSTRUCTION MANAGEMENT TEAM, s. 2.1.

6. Construction Manager

The Construction Manager is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Construction Manager means the Construction Manager or his authorized representative as designated to the Owner in writing.

7. Consultants

Consultants mean the consultants retained by the Owner to provide design professional services for the Project, including the Architect. For the purposes of the meaning of "Construction Management Team" as employed in this Contract, the Consultants shall mean the Architect and the other design consultants as designated by the Owner at the relevant time.

8. The Contract

The Contract Documents form the Contract. The Contract is the undertaking by the parties to per-form their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties. The "**Agreement**" means this Agreement.

9. Contract Documents

The Contract Documents consist of the executed Agreement between the Owner and the Construction Manager, the General Conditions of the Contract, Supplementary Conditions, Definitions, specifications, drawings, Development Agreement and such other documents as are listed in ARTICLE A-4 SCOPE OF THE PROJECT including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties in writing. The Contract Documents include, without limitation, the drawings, specifications and other documents prepared by or on behalf of the owner's consultants during the course of the design of the Project and/or portions thereof.

10. Contract Fee

The Contract Fee is the fee payable to the Construction Manager in accordance with Section A-5 of this Agreement.

11. Cost Consultant

Cost Consultant means the qualified cost consultant retained by the Owner to assist in the determination of the Project Budget and to certify progress payments as contemplated in this Agreement.

12. Cost of Work

The Cost of Work shall be comprised of the value of all contracts between the Owner and Trade Contractors, Reimbursable Expenses, Own Forces Cost and the following, without duplication:

(a) Local Employment Program costs;

(b) Divisions 1 to 16 costs as per CCA Master Specification;

(c) municipal connection costs;

(d) bonding costs related to the provision of project bonds; and

(e) site servicing costs including landscaping.

13. Design Development Drawings

Design Development Drawings means those drawings and documents consisting of site development plans, final design criteria, building sections, building elevations, development diagrams for mechanical, electrical and structural systems, and outline specifications for architectural, mechanical, electrical and structural systems, floor plans, mock ups and material samples.

14. Development Agreement

Development Agreement has the meaning set out in ARTICLE 19 – DEVELOPMENT AGREEMENT.

15. Excluded Expenses

Excluded Expenses means the expenses excluded from Reimbursable Expenses described in Appendix 2.1 to this Agreement.

16. Key Personnel

Key Personnel means the personnel set out in Appendix 2.2 to this Agreement.

17. Labour Trade Contractual Obligations

Labour Trade Contractual Obligations means those obligations of the Construction Manager described in Article A-12.

18. Own Forces Cost

Own Forces Cost shall mean those amounts due to the Construction Manager pursuant to Article A-7 hereof.

19. Owner

The Owner is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized agent or representative as designated to the Construction Manager in writing.

20. Place of the Project

The Place of the Project is the designated site or location of the Project.

21. The Project

The Project means the total construction and related services to be managed under this Contract of which the Work is a part.

22. Project Construction Budget

The Project Construction Budget means is the budgets contemplated in Section GC 2.2.3, as updated from time to time in accordance with this Agreement.

23. Sole Discretion

Sole Discretion means sole, absolute and unfettered discretion which may be arbitrarily exercised and in respect of the exercise of which, it is not necessary to provide any explanation or rationale whatsoever.

24. Substantial Performance of the Project

Substantial Performance of the Project is the date when substantial performance of the Project has been achieved in accordance with the definition set out in section 2(1) of the *Construction Lien Act* (Ontario).

25. Time

The Contract Time is the time stipulated in paragraph (a) of ARTICLE A-2. Day means calendar day. Working day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of the Project.

26. Total Performance of the Project

Total Performance of the Project is the date when the total construction and related services contemplated by the Project have been performed to the requirements of the Contract Documents.

27. Trade Contractor

A Trade Contractor is a person, firm or corporation having a direct contract with the Owner but retained by the Construction Manager as the Owner's agent to perform the Work, or a portion of the Work or supply materials to the Project. The term Trade Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender, and Trade Contract shall have a corresponding meaning.

28. The Work

The Work means that portion of the Project performed by a Trade Contractor or by the Construction Manager directly using own forces.

29. Working Drawings

Working Drawings means the specifications and those drawings and documents consisting of site development plans, building sections, building envelope details, building elevations, interior elevations, mechanical system drawings, electrical system drawings, structural system drawings, floor plans, mock ups and material samples, showing the scope, extent and character of the Construction, to be managed by the Construction Manager.

Appendix 2.4

THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGEMENT CONTRACT

(hereinafter referred to as the "**General Conditions**")

GC 1 DOCUMENTS

1.1 The Contract Documents shall be signed in duplicate by the Owner and the Construction Manager.

1.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

GC 2 CONSTRUCTION MANAGER'S SERVICES

2.1.1 The Construction Manager will perform the following services in each of the three phases described below but in doing so, he assumes no responsibility nor offers any expertise with respect to the design of the Project including any and all architectural or engineering aspects which shall be the responsibility of the Owner and its Architect and Consultants. However, this in no way alters the Construction Manager's responsibility to provide leadership in coordination of the Construction Management Team in relation to construction matters.

2.1.2 The Construction Manager acknowledges and agrees that from the date of entering into the Contract preliminary site work has been completed, including excavation, soil remediation and installation of caissons, all under the supervision of the previous construction manager. The Construction Manager accepts the Place of the Work on an "as is, where is" basis and acknowledges that the Owner bears no liability for work performed by or under the control of third parties under contract with the Owner or the previous construction manager.

2.2 PRE-CONSTRUCTION PHASE

2.2.1 Consultation During Project Development

Attend regular meetings with the Construction Management Team during the development of conceptual and preliminary design and preparation of working drawings to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.1.1 Acquaint the Owner and other members of the Construction Management Team with the labour conditions applicable for the duration of the Project.

2.2.1.2 Assist in providing liaison and co-ordination among government authorities, utility companies, and other authorities having jurisdiction over the Place of the Project.

2.2.1.3 Coordinate and make available to the Construction Management Team the information and assistance, as required, of Trade Contractors and others providing labour, material or services to the Project.

2.2.1.4 Review the scope of the Project with a view to establishing the number of units, unit mix, parking spaces and other building specifications.

2.2.1.5 Advise the Construction Management Team on appropriate packaging of bid documents to assure timely bids by Trade Contractors.

2.2.1.6 Coordinate and manage the creation and development of plans and specifications for the Project in order to ensure proper co-ordination between contract documents prepared by different consultants.

2.2.2 *Planning and Scheduling*

Prepare, for the Owner's review, a preliminary master time schedule, following consultation with the Construction Management Team, incorporating the sequence and timing of the required basic program decisions, including design time, documentation, bid calls, bid evaluations, trade contract awards and on-site construction activities.

2.2.2.1 Monitor and, if required, revise and update the preliminary schedule as the design proceeds.

2.2.2.2 Finalize the master time schedule for the Owner's approval, and, if necessary, estimate the manpower requirements. Break down this schedule into individual networks for each phase of the Project where necessary showing the sequence and timing for the main construction operations and the milestone completion operations and the milestone completion dates for the various phases.

2.2.2.3 Recommend any equipment or materials which should be pre-ordered to meet the master time schedule

2.2.3 Project Construction Budget

Prepare a Project budget as soon as major Project requirements have been identified, and update periodically for the Owner's approval.

2.2.3.1 Prepare an estimate based on a quantity survey of drawings and specifications at the end of the schematic design phase for approval by the Construction Management Team as the "Project Construction Budget". The Construction Manager shall endeavour to provide the Owner with as much information relating to the Cost of Work on a continuous basis.

2.2.3.2 Update and refine this estimate for the Owner's approval as the development of the drawings and specifications proceeds, and advise the Construction Management Team if it appears that the Project Construction Budget will not be met and make recommendations for corrective action. The Construction Manager will provide an update of the Project Construction Budget at each of the following intervals: (1) when Design Development Drawings and preliminary Working Drawings are complete are completed; (2) a revised budget when Working Drawing are revised; and (3) Working Drawing are 100% complete and approved by the Owner and 70% of contracts have been tendered (the "**Contract Budget**").

2.2.3.3 Evaluate possible alternatives as the design proceeds, in order to permit the selection of the most economical materials and methods that will satisfy the design concept, and the schedule and provide value engineering recommendations to the Construction Management Team on cost reduction and quality enhancement ideas pertaining to various building systems.

2.2.3.4 Establish a cost control program and prepare a projected cash flow for the Project.

2.2.4 Coordination of Trade Contract Documents

Review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules.

2.2.4.1 Make recommendations to the Owner and the relevant Consultants regarding the division of Work in the drawings and specifications to help facilitate the bidding and awarding of trade contracts, allowing for phased construction, taking into consideration such factors as time of performance, availability of labour, overlapping trade jurisdictions, and provisions for temporary facilities.

2.2.5 Construction Planning

Plan and arrange for supply of temporary services and site facilities including but not limited to office accommodation and supplies, site hoardings, access, storage areas, temporary power and lighting, temporary enclosures, heating, drainage and water facilities, job offices, job security, materials and personnel hoisting facilities and equipment, safety measures, access stairs and ladders, protection of finishes and continuous cleanup.

2.2.5.1 Review with the Consultants designated by the Owner for such purposes, the drawings and specifications to eliminate areas of conflict, gaps and overlap in the Work to be performed by the various Trade Contractors.

2.2.5.2 Review with the Construction Management Team the construction insurance needs for the Project.

2.2.5.3 Make recommendations to the Construction Management Team with respect to the bonding of Trade Contractors.

2.2.5.4

2.2.5.4.1 Assemble all bid documents for the solicitation of competitive bids for Work to be performed by Trade Contractors. Arrange for the advertising of such bid calls and prepare the necessary prequalification and selection criteria, which criteria shall reflect among other matters, the Owner's requirements as set out in Appendix 2.6, Article A-12 and Article A-17.

2.2.5.4.2 The Construction Manager, in consultation with the Owner and such of its Consultants as it may designate shall assemble all bid documents and obtain competitive bids in respect of each of the various divisions of the Work, as applicable, from qualified, and where appropriate prequalified, Trade Contractors, subcontractors and suppliers, which bids shall expressly include the warranties required by the contract documents provided in such bid packages, and shall review such bids with the Owner and indicate in writing which bid the Construction Manager recommends be accepted by the Owner for the performance of each such division of the Work. All bid documents shall be subject to the prior approval of the Owner in writing.

2.2.5.5 Analyze the bids received and recommend awards to the Owner. Once awards are approved by the Owner, prepare the trade contracts for execution, and provide the Owner with a procurement report setting out details of each bid, including bid price, score card, whether bid was compliant with tender requirements and reasons for any disqualifications, the rationale for the Construction Manager's recommendation, date of acceptance of bid by Owner and identity of Owner representative approving bid acceptance..

2.2.5.6 Assemble the trade contract documents for all successful Trade Contractors in accordance with ARTICLE A-3 CONSTRUCTION MANAGER AS AGENT and provide the Owner with executed copies. Check that all bonds, insurance policies, and workers' compensation certificates are provided and verify that such documents comply with the contract documents forming the Trade Contracts.

2.2.5.7 Obtaining all approvals, permits, and licenses required for the Project, as the Owner's agent.

2.2.5.8 Assist the Owner to arrange for legal surveys of the Project. The Construction Manager shall be responsible for the maintenance of base lines and levels but Trade Contractors shall be responsible for detailed setting out of their work.

2.2.5.9 Provide ongoing value engineering services during the preparation of the construction documents and review all documents prepared or issued by the Owner's Consultants to confirm that agreed upon value engineering revisions have been incorporated. Value engineering proposals shall consider all aspects of proposed revisions to the construction documents, including first costs, life cycle cost, quality, schedule, constructability, and product availability.

2.3 CONSTRUCTION PHASE

2.3.1 Project Control

Monitor the Work of the Trade Contractors and coordinate the Work with the activities and responsibilities of the Owner, Consultants and Construction Manager.

2.3.1.1 Maintain a competent full-time staff at the Place of the Project to coordinate and provide general direction of the Project and progress of the Trade Contractors on the Project.

2.3.1.2 Establish on-site organization and security and lines of authority in order to carry out the overall plans of the Construction Management Team.

2.3.1.3 Establish procedures for coordination among the Owner, Consultants, Trade Contractors and Construction Manager with respect to all aspects of the Project and implement such procedures.

2.3.1.4 Schedule and conduct progress meetings at which Trade Contractors, Owner, Architect, other Consultants designated by the Owner and Construction Manager can discuss jointly such matters as procedures, progress, problems and scheduling and issue minutes and follow up action items.

2.3.1.5 Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the Owner and Trade Contractors adjustments in the schedule to meet the probable completion date. Provide summary reports of each monitoring and document all changes in schedule. Revise the schedule as required by GC 5 DELAYS and GC 9 CHANGES IN THE PROJECT.

2.3.1.6 Review the adequacy of the Trade Contractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the Owner when requirements of a Trade Contract are not being met.

2.3.2 Physical Construction

Provide all of the construction facilities and services common to the requirements of all Trade Contractors, both temporary and permanent, as are planned and called for in Item 2.2.5 above. Ensure that all bidders are informed of the facilities and services being provided.

2.3.2.1 Advise the Owner of Work which should best be done by the Construction Manager. Where the Owner approves of work to be done by the Construction Manager, in advance and in writing, such work shall be performed in accordance with the Contract Documents and, unless otherwise agreed, paid for by the Owner pursuant to ARTICLE A-7 OWN FORCES WORK. Where the Owner approves the Construction Manager's performance of work with his own forces that would otherwise ordinarily be the subject of a contract with a Trade Contractor, the Construction Manager shall,

at the sole option of the Owner, enter into a Trade Contract with the Owner in the form described in paragraph (c) of Article A-3 (SC3).

2.3.2.2 Provide advice and assistance on labour problems in order to minimize work stoppages and in the settlement of jurisdictional or other labour disputes, and take the necessary action to facilitate the settlement of contract disputes, it being understood and agreed that no formal arbitration or litigation proceedings are to be undertaken without the prior written consent of the Owner.

2.3.3 Cost Control and Accounting

Develop, implement and maintain an effective system of Project cost control. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner, the relevant Consultants, Cost Consultant and Architect whenever projected cost exceeds budgets or estimates.

2.3.3.1 Keep such full and detailed accounts as may be necessary for proper financial management under this Contract. The Owner shall be afforded access to all the Construction Manager's records directly relating to the Project, including books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data. The Construction Manager will turn over to the Owner all such records upon the Total Performance of the Work.

2.3.3.2 Provide for and administer the necessary procedures to permit recovery of all tax rebates where applicable.

2.3.3.3 If requested, assist the Construction Management Team in implementing changes necessary to bring the projected costs within budgets or estimates.

2.3.4 Changes in the Work

Develop and implement a system for the preparation, review and processing of Changes in the Work. Recommend necessary or desirable Changes in the Work to the Construction Management Team, review requests for Changes in the Work, submit recommendations to the Construction Management Team and assist in their negotiation and implementation, in accordance with the Supplementary Conditions to contracts with Trade Contractors attached to this Contract as Appendix 2.5.

2.3.4.1 Change Directives and Change Orders ordering changes in the Work may be issued by the Construction Manager on the direction or subject to the approval of the Owner without invalidating the Contract. No changes in the Work shall be implemented without a Change Order or Change Directive. Any Change Order or Change Directive shall clearly set out what, if any, extension of the Contract Times or changes to the Budget are anticipated as a result thereof.

2.3.4.2 If the Owner requires the Construction Manager to proceed with a change in the Work, prior to the Owner and the Construction Manager agreeing upon the adjustment

to the Contract Times or Budget, the Owner shall direct the Construction Manager to prepare a Change Directive together with an estimate of the cost of same and thereafter, the Construction Manager shall proceed promptly with the change in the Work.

2.3.4.3 If the Owner and the Construction Manager cannot agree on the adjustment to the Contract Times or Budgets, the matter shall be determined in accordance with the provisions of the Dispute Resolution Procedure.

2.3.4.4 Notwithstanding paragraph 2.3.4.1 of GC 2.3.4, if it is not reasonably possible to obtain the prior direction or approval of the Owner to the issuance of a Change Order and if such Change Order must be implemented on an urgent basis, failing which, there would or could reasonably be expected to be a material adverse effect on the Work, the Contract Times or the Budget, then the Construction Manager may, in such circumstances, proceed to implement the Change Order without the prior direction or approval of the Owner.

2.3.4.5 The Construction Manager shall issue a contemplated change notice ("**Contemplated Change Notice**") as soon as reasonably possible after either receiving the written direction of the Owner or becoming aware that a Change Order will be sought by the Construction Manager, setting out the nature of the contemplated change and the expected time required to issue a Change Order.

2.3.4.6 The Construction Manager will maintain a Change Order log, which shall include a summary of all Contemplated Change Notices, issued Change Orders and Change Directives and the status of outstanding Change Orders. The Change Order log will be updated as often as necessary and included as part of the Monthly Construction Manager's Report.

2.3.5 Payments to Trade Contractors

2.3.5.1 Develop and implement a procedure for the review, certification, processing and payment of applications by Trade Contractors for progress and final payments in compliance with the provisions of the *Construction Lien Act* (Ontario) and assist in the processing of Trade Contractors' invoices to ensure that the procedure set out for payment of the Trade Contracts is satisfied. All advances to Trade Contractors will be approved by the Cost Consultant. The Construction Manager shall review applications for payment for work done or materials supplied pursuant to any Trade Contracts, and shall exercise reasonable skill and diligence to ensure that the Work has been properly done.

2.3.5.2 Expedite the processing of Trade Contractors' invoices.

2.3.5.3 All payments to Trade Contractors will be made directly by the Construction Manager.

2.3.6 Other Consultants

Assist the Owner in selecting and retaining the professional services of a surveyor, testing laboratories, geotechnical and other specialists and coordinate these services, without assuming any responsibility or liability of or for these consultants or their work.

2.3.7 Inspection

Periodically inspect the Work of Trade Contractors for defects and deficiencies in the Work without assuming any of the Consultants' responsibilities for inspection. Inspection by the Construction Manager shall not relieve the Trade Contractor from their responsibility for nor make the Construction Manager responsible for construction means, methods, techniques, sequences and procedures, nor for their responsibility to carry out the Work in accordance with their contracts.

2.3.7.1 Review the safety programs of each of the Trade Contractors, and take all necessary steps to comply with the Construction Manager's responsibilities for construction safety at the Place of the Project as set out in Article A-3.

2.3.8 Document Interpretation

Refer all questions for interpretation of the documents prepared by the Consultants to the Consultants.

2.3.9 Shop Drawings and Samples

With the Owner's designated Consultants, establish and implement procedures for expediting the receipt, processing and review of shop drawings and samples.

2.3.10 Reports and Project Site Documents

Submit monthly written progress reports to the Owner and the Cost Consultant including budget and scheduling information. Keep a daily log available to the Owner and the Cost Consultant.

2.3.10.1 Maintain at the Place of the Project, on a current basis, records of all contracts, drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all Changes in the Project and other revisions. Obtain data from Trade Contractors and maintain a current set of Project record documents and operating manuals. At Substantial Performance of the Project, deliver all such records to the Owner, two duplicate hard copies and one soft copy.

2.3.11 Substantial Performance of the Work

Subject to applicable legislation arrange with the Architect or the Owner's Consultants for the issuance of the necessary certificates respecting substantial performance of the Work or designated portions thereof and prepare with the

Consultants a list of incomplete or unsatisfactory items and a schedule for their completion.

2.3.11.1 Distribute substantial performance certificates.

2.3.11.2 Obtain and transmit to the Owner two hard copies and one soft copy of a complete set of all warranties, affidavits, releases, bonds, waivers, manuals, certificates, permits, reports and record drawings, and turn over to the Owner all keys, security codes and maintenance stocks, as soon as practicable, and in no event later than upon attaining Total Performance of the Project.

2.3.12 Start-Up

With the Owner's maintenance personnel and its consultants, direct the check-out of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.

2.3.13 Total Performance of the Work

Arrange with the Consultants or the Architect for the certification of total performance and provide written notice to the Owner and Architect that the Work is ready for final inspection. Seek and transmit to the Architect as received warranties, affidavits, releases, bonds, waivers, manuals and record drawings. Turn over to the Owner all keys and maintenance stocks.

2.3.14 Nuisance

Ensure that the Trade Contractors carry out the various operations of the Work in such a manner as to avoid any excessive noise, annoyance or nuisance which may be caused to adjoining owners and occupants of adjoining properties.

2.4 POST-CONSTRUCTION PHASE

2.4.1 Operations

Maintain a close relationship with the Owner's operating staff to ensure a smooth and proper takeover of the Project.

2.4.2 Project Completion

Identify the date of Total Performance of the Work and advise the Owner for final inspection.

2.4.3 Deficiencies

Coordinate with the relevant Consultants the identification of deficiencies and ensure that they are corrected.

2.4.4 Contracts close-out

Coordinate and ensure proper close-out for all contracts, release of holdback, and statutory declarations.

2.4.5 Building and Systems Start-Up

Coordinate all start-up operations and systems.

2.4.6 Operations:

Work with Owner's operating staff to ensure a smooth and proper takeover of the Project, including all necessary training and instruction of the Owner's personnel.

2.4.7 As Built Drawings

Upon Substantial Completion of the Project, the Construction Manager shall provide the Owner with a complete set of as-built drawings in respect of the Project, together with all other relevant documentation including operating manuals, warranties, etc.

2.4.8 Warranties

Ensure that all Trade Contractors honour their obligations with respect to the guarantee and maintenance requirements of their respective contracts and supervise corrections of deficiencies.

GC 3 TRADE CONTACTORS

3.1 The Construction Manager will, with the prior written approval of the Owner, enter into Trade Contracts as agent for and on behalf of the Owner.

3.2 The terms and conditions of all trade and supply contracts, including any amendments thereto, shall be subject to the approval of the Owner and the Construction Manager.

3.3 In addition to its other obligations under the Contract, the Construction Manager shall coordinate the work of the Trade Contractors.

GC 4 OWNER'S RESPONSIBILITY

4.1 The Owner shall provide full and timely information regarding his requirements for the Project.

4.2 The Owner shall retain Consultants who shall be responsible for the design and design-related services required for the Project.

4.3 The Owner shall furnish promptly to the Construction Manager all necessary information regarding the Place of the Project including surveys as to the physical characteristics of the site, soils reports and subsurface investigations, legal limitations, utility locations and legal

description. The Construction Manager shall have no responsibility or liability with respect to these matters including their suitability or non-suitability to the Project and shall be entitled to rely entirely upon the completeness and accuracy thereof.

4.4 The Owner shall furnish such legal and auditing services as are required for the performance of the Contract. For clarity, the Owner's obligations under this section do not extend to legal fees incurred by the Construction Manager in any dispute with the Owner.

4.5 The Owner shall provide, maintain and pay for the insurance coverages outlined in GC 17 INSURANCE.

4.6 The Owner shall promptly notify the Construction Manager in writing of any defective, faulty or nonconforming work of which he becomes aware.

4.7 The Owner shall provide for the payment of the Construction Manager in respect of payments made to the Trade Contractors in conformity with the payment certificates issued by the Cost Consultant, and the Construction Manager shall deliver payment to the Trade Contractors and obtain receipts as required by the Owner.

4.8 The Owner and the Consultants shall communicate with the Trade Contractors solely through the Construction Manager.

4.9 The Owner shall ensure that adequate financing is available in order to ensure the completion of the Project.

GC 5 DELAYS

5.1 If the Construction Manager is delayed at any time in the progress of the Project by any act or omission of the Owner or Consultants or anyone engaged by them directly or indirectly, then the Contract Time shall be extended by a reasonable period of time and the Project Budget shall be adjusted by a reasonable amount.

5.2 If the Construction Manager is delayed at any time in the progress of the Project by a stop work order issued by a court or other public authority and, providing that such order was not issued as the result of an act or fault of the Construction Manager or anyone employed or engaged by him directly or indirectly, then the Contract Time shall be extended by a reasonable period of time and the Project Construction Budget shall be adjusted by a reasonable amount.

5.3 If the Construction Manager is delayed in the progress of the Project by labour disputes, strikes, lock-outs, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, unforeseen site conditions (including dewatering, underground obstructions, contaminated soil, environmental issues, or archaeological artifacts), trade default/insolvency, material/labour shortages, excessive changes in the design which adversely impact the schedule, deficiencies/inconsistencies/errors in design drawings that cause delay, failure by the Owner or Consultants to provide timely or accurate responses to requests for design decisions and/or information, problems associated with Trade Contractors or Consultants chosen by the Owner against the written recommendation of the Construction Manager or, without limit to the foregoing, any cause beyond the Construction Manager's control, then the

Contract Time shall be extended by a reasonable period of time and the Project Construction Budget shall be adjusted accordingly.

5.4 No extension of the Contract Time nor adjustment to the Project Construction Budget shall be made for delay unless written notice of claim is given to the Owner within thirty (30) days after the occurrence of the event giving rise to the delay.

5.5 Where the Owner and Construction Manager are unable to agree upon the appropriate adjustment to be made to the Contract Time or Project Construction Budget, such adjustment shall be determined in accordance with GC 11 DISPUTES.

GC 6 OWNER'S RIGHT TO PERFORM CONTRACT OR TO TERMINATE CONTRACT

6.1 If the Construction Manager should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his insolvency, or if a receiver is appointed because of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Construction Manager or receiver or trustee in bankruptcy written notice, terminate the Contract.

6.2 If the Construction Manager should neglect to provide the services required by the Contract such that there is a material breach or a significant delay, the Owner may notify the Construction Manager in writing that he is in default of his contractual obligations and instruct him to correct the default within seven (7) working days immediately following the receipt of such notice.

6.3 If the correction of the default cannot be completed in the seven (7) working days specified, the Construction Manager shall be in compliance with the Owner's instructions if he:

(a) commences and diligently proceeds with the correction of the default within the specified time and,

(b) provides the Owner with a schedule for such correction which is acceptable to the Owner, acting reasonably, and

(c) completes the correction in accordance with such schedule.

6.4 If the Construction Manager fails to correct the default in the time specified or subsequently agreed upon, the Owner, without prejudice to any other right or remedy he may have, may:

(a) correct such default and deduct the cost thereof from any payment of fee then or thereafter due the Construction Manager, or

(b) terminate the Construction Manager's right to perform the Contract in whole or in part or terminate the Contract.

6.5 If the Owner terminates the Contract or terminates the Construction Manager's right to perform the Contract, he shall:

(a) be entitled to take possession of the premises and all materials, equipment, tools, construction equipment and machinery owned by the Construction Manager and finish the Project by whatever method he may consider expedient, and

(b) pay to the Construction Manager those further amounts to which he is entitled in accordance with ARTICLE A-6 REIMBURSABLE EXPENSES and ARTICLE A-7 OWN FORCES WORK plus the proportionate amount of the Contract Fee earned to the date of termination as set out in Article 7.1 hereof, and

(c) pay to the Construction Manager fair compensation, either by purchase or rental, at the option or the Owner, for any construction tools or machinery and equipment retained for use on the Project, and

(d) assume and become liable for all obligations, commitments and unliquidated claims that the Construction Manager may have therefore, in good faith, undertaken or incurred in connection with the said Project.

The Construction Manager shall, as a condition of receiving the payments described, execute and deliver all such papers and take such action, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in himself the rights and benefits of the Construction Manager under the obligations or commitments to be assumed by the Owner.

GC 7 SUSPENSION, ABANDONMENT OR TERMINATION BY OWNER WITHOUT CAUSE

7.1 Should the Project be suspended, abandoned or terminated at any time prior to its completion by the Owner, the Construction Manager shall be entitled to be paid in addition to the fee computed in accordance with ARTICLE A-5 CONSTRUCTION FEES, those further amounts recoverable under ARTICLE A-6 REIMBURSABLE EXPENSES and ARTICLE A-7 OWN FORCES WORK.

7.2 Suspension shall be deemed to have occurred should work on the Project have been stopped at the Owner's request and should such stoppage or stoppages have continued individually or collectively for a period of sixty (60) days, or collectively for a period of one hundred and twenty (120) days.

GC 8 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE CONTRACT

8.1 If the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Construction Manager may, without prejudice to any other right or remedy he may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.

8.2 If the Project or a substantial part thereof should be stopped or otherwise delayed for a period of sixty (60) days or more under an order of a court or other public authority having jurisdiction and providing that such order was not issued as the result of an act or fault of the Construction Manager, the Construction Manager may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

8.3 Should the Owner suspend the Project as contemplated by GC 7 SUSPENSION ABANDONMENT OR TERMINATION BY OWNER WITHOUT CAUSE, and the Owner has not instructed the Construction Manager to resume the Project within five (5) working days after the Construction Manager gives the Owner written notice of his intention to resume the Project, and providing such suspension was not due to the default of the Construction Manager, then the Construction Manager may, without prejudice to any other rights or remedies he may have, by giving the Owner written notice, terminate the Contract.

8.4 The Construction Manager may notify the Owner in writing that the Owner is in default of his contractual obligations if:

(a) the Owner fails to pay the Construction Manager when due those amounts which are due and payable in accordance with the Contract or an award by arbitration or court, or

(b) the Owner violates the requirements of the Contract to a substantial degree.

The Construction Manager's written notice to the Owner shall advise that if the default is not corrected in the ten (10) working days immediately following the receipt of the written notice the Construction Manager may, without prejudice to any other right or remedy he may have, terminate the Contract.

8.5 If the Construction Manager terminates the Contract as herein set out, he shall be paid forthwith all sums to which he is entitled pursuant to paragraph 7.1 of GC 7 SUSPENSION, ABANDONMENT OR TERMINATION BY OWNER WITHOUT CAUSE.

8.6 Notwithstanding anything to the contrary contained herein, in no circumstances will either party be liable to the other for consequential or special damages or any other damages attributable to loss of revenue or profits regardless of whether any claims for same are based upon contract, warranty, negligence or otherwise. The parties agree that it is their intention that this Section 8.6 survive the termination of this Agreement.

GC 9 CHANGES IN THE PROJECT

9.1 Should the Owner during the Pre-Construction Phase require a significant revision in the design concept then developed, the preliminary schedule and budget shall be subject to an appropriate adjustment. Any additional fee to which the Construction Manager is entitled shall be such sum as having regard to the total fee payable by this Contract for the Pre-Construction Phase represents the amount of the services provided by the Construction Manager which must be duplicated by such change. The Contract Time and the date for Substantial Performance of the Project shall each be extended to reflect such additional time as may reasonably be required having regard to all circumstances as a result of the change required by the Owner.

9.2 Should the Owner or its Consultants make changes in all or any portion of the work during the course of the Construction Phase and should such changes singly or collectively have the effect of extending the Contract Time or the date of Substantial Performance or Total Performance of the Project, the Construction Manager shall be entitled to payment of an additional fee having regard to the additional time for which the Construction Manager is required to be engaged on the Project.

9.3 The Construction Manager shall advise the Owner promptly when he determines that changes as herein contemplated will delay the date of Substantial Performance of the Project, extend the Contract Time, and entitle the Construction Manager to payment of an additional fee.

9.4 If the Owner and Construction Manager cannot agree on the change in Contract Time, the matter shall be determined in accordance with the provisions of GC 11 DISPUTES.

GC 10 APPLICATIONS FOR PAYMENT

10.1 The Construction Manager shall submit to the Owner and Cost Consultant on a monthly basis by the 30th day of each calendar month an application for payment covering all Reimbursable Expenses incurred during the previous period pursuant to ARTICLE A-6 REIMBURSABLE EXPENSES and the amount of the Construction Fees then due as provided in ARTICLE A-5 CONSTRUCTION FEES and for work performed directly by the Construction Manager pursuant to ARTICLE A-7 OWN FORCES WORK as well as the amounts payable under each contract with a Trade Contractor, together with such substantiating documentation as the Cost Consultant and/or the Owner require, acting reasonably. The Owner reserves the right to deny payment of invoices submitted more than 6 months after being occurred by the Owner, in which case such invoice shall be the responsibility of the Construction Manager and subject to a right of set-off by the Owner.

10.2 The Owner shall make payment to the Construction Manager on account in accordance with the provisions of ARTICLE A-8 PAYMENT no later than thirty (30) days following the date of receipt of an application for payment.

GC 11 DISPUTES

11.1 Differences between the parties to the Contract as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for (herein collectively called "disputes"), shall be settled in accordance with the requirements of this General Condition.

11.2 If the parties are unable to resolve the dispute at the executive level within a period of thirty (30) Days, then upon agreement by both parties to the dispute, the dispute may be submitted to arbitration which shall be conducted in accordance with the provisions of the *Arbitration Act* (Ontario).

11.3 If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.

GC 12 ASSIGNMENT

(intentionally deleted)

GC 13 PATENT FEES

13.1 The Construction Manager shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Construction Manager's performance of the Contract which are attributable to an infringement or an alleged

infringement of a patent or invention by the Construction Manager or anyone for whose acts he may be liable.

13.2 The Owner shall hold the Construction Manager harmless against, claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Construction Manager's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Construction Manager for the performance of the Contract.

GC 14 WAIVER

14.1 As of the date of Total Performance of the Project, the Owner expressly waives and releases the Construction Manager from all claims against the Construction Manager including without limitation those that might arise from the negligence or breach of contract by the Construction Manager except one or more of the following:

(a) those made in writing prior to Total Performance of the Project and still unsettled;

(b) those arising from the provisions of GC 16 INDEMNIFICATION BY CONSTRUCTION MANAGER;

(c) those made in writing within a period of one (1) year from the date of Substantial Performance of the Project and arising from any liability of the Construction Manager for damages resulting from the performance of this Contract with respect to substantial defects or deficiencies in the Project for which the Construction Manager is proven responsible.

As used herein 'substantial defects or deficiencies' means those defects or deficiencies in the Project which affect the Project to such an extent or in such a manner that a significant part or the whole of the Project is unfit for the purposes intended.

14.2 As of the date of Total Performance of the Project, the Construction Manager expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except:

(a) those made in writing prior to the date of Total Performance of the Project;

(b) those arising from the provisions of GC I5 INDEMNIFICATION BY THE OWNER.

GC 15 INDEMNIFICATION BY THE OWNER

15.1 The Owner shall indemnify and hold harmless the Construction Manager, his agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties, including all legal fees, costs and expenses incurred in defending such claims, that arise out of or are attributable to the performance of the Contract except any proportion thereof which is attributable to acts or omissions of the Construction Manager, his agents or employees, which constitute a breach of this Contract and for which the Construction Manager is liable under the terms of this Contract.

15.2 The Owner shall indemnify and hold harmless the Construction Manager, his agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the performance of the Contract which are:

(a) attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Project; or

(b) attributable to the negligence of or a breach of contract by the Consultants or Owner; or

(c) attributable to the negligence or breach of contract by any Trade Contractor.

GC 16 INDEMNIFICATION BY CONSTRUCTION MANAGER

16.1 The Construction Manager shall indemnify and hold harmless the Owner, his agents and employees, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Construction Manager's performance of the Contract (hereinafter the called 'claims'), provided such claims are:

(a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and

(b) caused by negligent acts or omissions of the Construction Manager or those directly employed or engaged by the Construction Manager;

(c) made in writing within a period of one (1) year from the date of Substantial Performance of the Project.

The Owner expressly waives the right to indemnity for claims other than those stated above.

16.2 The obligation of the Construction Manager to indemnify hereunder shall be limited to the dollar amounts which are recoverable under the insurance coverages maintained pursuant to GC 17 INSURANCE.

GC 17 INSURANCE

17.1 The Owner undertakes and agrees at his cost to maintain insurance insuring the interest of and indemnifying the Construction Manager against any liability which he might incur as a result of damage to or injury sustained to any portion of the Project. The Owner agrees that the Construction Manager may place the liability portion of such insurance with the insurer of his choice providing the premiums are competitive or to maintain continuity in regard to completed operations coverage.

17.2 Notwithstanding the foregoing, the Construction Manager shall purchase such professional liability insurance as may be commercially available and required by the Owner, provided that the premium for such policy shall be a Reimbursable Expense.

Appendix 2.5

THE SUPPLEMENTARY CONDITIONS TO CCA 17-1996

[as per RFP]

Appendix 2.6

TORONTO COMMUNITY HOUSING'S APPLICABLE LAWS AND POLICIES

[as per RFP]

Appendix 2.7

HEALTH AND SAFETY POLICY

[as per RFP]

Appendix 2.8

Mandatory Green Building Requirements

(a) The Construction Manager shall adhere to the requirements contained in the Mandatory Green Building Requirements. The Construction Manager and Owner agree that the target for each building in the Project is to achieve a minimum of LEED® Gold certification and the Construction Manager shall use all reasonable commercial efforts to ensure that all buildings are constructed with such features contained in the LEED Rating System, as are required to meet or exceed the points necessary to achieve a LEED Gold Rating. The Owner shall retain the services of a LEED® consultant who will form a part of the Construction Management Team and shall utilize an integrated design process as described in the Mandatory Green Building Requirements. The Construction Manager shall follow the Waterfront Toronto Sustainability Tracking System. The Construction Manager shall ensure that all necessary monitoring is included to be able to achieve LEED® construction points and compliance with the Mandatory Green Building Requirements. In the course of preparing the Budget, the Construction Manager will earmark an estimate of the funds required to design the buildings to meet the LEED® Gold Rating.

(b) Each residential unit to be created in the Proposed Development has separate check metering of hydro, water, heat, cooling and any other utility so as to ensure individual unit occupants are aware of energy consumption as required by the Mandatory Green Building Requirements.

(c) The Construction Manager shall comply with the City Green Development Standards. In the event of any conflict between the City Green Development Standards, the Mandatory Building Requirements and the requirements to obtain LEED® Gold certification, the requirements of LEED® Gold Certification shall prevail, followed by the City Green Development Standards.

(d) Terms capitalized in this Appendix 2.8 but not defined in this Contract shall have the meaning ascribed to them in the Development Agreement between the Owner and the Toronto Waterfront Revitalization Corporation dated July 31, 2009, as amended, a copy of which has been provided to the Construction Manager.

In addition to the above Mandatory Green Building Requirements set out above the Project Shall be subject to the following:

Energy Efficiency Requirements

All buildings forming part of the Project must demonstrate energy cost savings of minimum 40% below the Model National Energy Code for buildings.

APPENDIX 2.5

REQUEST FOR PROPOSAL NO. RFP 19/11

FOR A CONSTRUCTION MANAGER FOR THE CONSTRUCTION OF

589 KING STREET EAST, TORONTO

WEST DON LANDS

SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT FOR TRADE CONTRACTORS ON CONSTRUCTION MANAGEMENT PROJECTS CCA-17 - 1996

The following amendments, additions and deletions to General Conditions of the Stipulated Price Contract forming part of the Standard Construction Document CCA - 17 - 1996 shall form part of the *Contract Documents.*

SC.1 AMENDMENTS TO DEFINITIONS

The following amendments to Definitions forming part of Standard Construction Document CCA - 17 - 1996 shall form part of the *Contract Documents.*

(a) Add the following definitions:

"***Contract Price*** is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE and includes the Ontario Provincial Sales Tax (PST);"

"***Contemplated Change Notice*** is a written notice by the *Consultant* describing a proposed change in the *Work*, that if performed by the *Trade Contractor* may change the *Contract Price* and/or the *Contract Time;*"

"***Request for Information or Request for Interpretation"*** is a written inquiry by the *Trade Contractor* describing a portion of the *Work* that requires direction by the *Consultant*. The *Consultant's* response to the *Trade Contractor's Request for Information* may or may not involve an adjustment in the *Contract Price* or *Contract Time*. The *Consultant's* response to the *Request for Information* may be in the form of specifications, drawings, schedules, samples, models or written instruction consistent with the intent of the *Contract Documents*;"

"***TCHC Policies***" means the *Owner*'s Fair Wage Policy and Schedules and the *Owner*'s Community Economic Development Program and Green Plan Policy, forming part of the *Contract Documents*.

SC.2 AMENDMENTS TO GC 1.1 – CONTRACT DOCUMENTS

(a) In the first sentence of paragraph 1.1.1 after "products" add "work, machinery, equipment, materials, fixtures", after "necessary" add "complementary or ancillary, whether described or not," after "performance" add – "and completion", and after "documents" add "or properly inferable from them".

(b) Delete paragraph 1.1.9.1 and substitute the following:

"1.1.9.1 the order of priority, from highest to lowest, shall be:

- the Agreement between the *Owner* and the *Trade Contractor*,

- TCHC Policies,
- the Definitions,
- Tender Addenda from latest to earliest,
- Supplementary Conditions,
- General Conditions,
- Division 1 of the Specifications,
- Divisions 2 through 16 of the Specifications,
- Drawings,
- Material and Finishing Schedules.

SC.3 AMENDMENTS TO GC 1.4 – ASSIGNMENT

(a) Delete Section 1.4.1 and add the following:

"1.4.1 The *Trade Contractor* shall not assign the Contract or a portion hereof without the prior written consent of the *Owner*, which consent may be withheld in the *Owner*'s complete discretion."

SC.4 AMENDMENTS TO GC 2.1 – AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT

(a) Delete Subsection 2.1.2 and replace with the following:

"2.1.2 If the employment of the *Construction Manager* or the *Consultant* is terminated, the *Owner* shall be responsible for the obligations of the *Construction Manager* or the *Consultant*, as the case may be, under this Agreement, which obligations the *Owner* may delegate under contract as it sees fit.

SC.5 AMENDMENTS TO GC 2.2 – ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT

(a) At the end of 2.2.3, add the following:

"Furthermore, the *Construction Manager* has assumed all of the duties and obligations of the "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The *Trade Contractor* acknowledges and accepts that the *Construction Manager* in its role as constructor. The *Trade Contractor* agrees to comply promptly, and in emergency immediately, with all directions and instructions issued orally or in writing by the *Construction Manager* in its role as Constructor."

(b) Delete 2.2.14 and add the following:

"2.2.14 During the progress of the *Work*, the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by

the *Consultant*, *Construction Manager* and *Trade Contractor*, and the *Construction Manager* shall furnish and coordinate the *Supplemental Instructions* with the *Trade Contractor*."

SC.6 AMENDMENTS TO GC 2.3 REVIEW AND INSPECTION OF THE WORK

(a) At the beginning of the first sentence of 2.3.5, add "With the prior approval of the *Owner*,"

SC.7 AMENDMENTS TO GC 3.1 CONTROL OF THE WORK

(a) At the end of the 3.1.1, add "subject to the *Construction Manager*'s role as "constructor".

SC.8 AMENDMENTS TO GC 3.3 TEMPORARY SUPPORTS, STRUCTURE AND FACILITIES

(a) Delete Section 3.3.3

SC.9 AMENDMENTS TO GC 3.4 DOCUMENT REVIEW

(a) At the end of the second sentence of 3.4.1, delete "and in making such review…of the review." At the end of the third sentence, replace "which the *Trade Contractor* did not discover" with "which the *Trade Contractor* could not have reasonably discovered."

SC.10 AMENDMENTS TO GC 3.6 CONSTRUCTION SAFETY

(a) At the end of 3.6.1, add "and compliance with the *Construction Manager*'s health and safety policy for the *Place of the Project*."

SC.11 AMENDMENTS TO GC 4.1 CASH ALLOWANCES

(a) Section 4.1.4 delete "plus an amount for overhead and profit".

SC.12 AMENDMENTS TO GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

(a) Delete GC 5.1.

SC.13 AMENDMENTS TO GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

(a) Delete 5.2.6 and add:

"5.2.6 Requests for payment for *Products* prior to their incorporation into the *Work* when accompanied by an invoice shown as "Paid in Full" from the manufacturer and/or supplier of said *Products* will be considered on an individual basis. Requests for payment for such *Products* shall be supported by such evidence as the *Consultant* or

Construction Manager may reasonably require to establish the value of, delivery of and payment for the *Products*. *Products* receiving "prior payment" shall be stored at the risk of the *Trade Contractor* in such a place and manner as approved by the *Construction Manager* as to be immediately available on site as required. The *Trade Contractor* shall be responsible for storage, security and timely delivery of *Products* to the *Place of the Project*, as well as any and all such additional costs resulting therefrom.

(b) Add the following new paragraphs:

"5.2.7 After the first application for payment, the *Trade Contractor* shall submit with all applications for payment, a sworn statement in a form approved by the *Owner* that all accounts for labour, subcontracts, *Products*, construction machinery and equipment and other indebtedness which may have been incurred by the *Trade Contractor* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as holdback or as an identified amount in dispute."

"5.2.8 With each application for payment the *Trade Contractor* shall submit evidence of compliance with workers' compensation legislation at the *Place of the Project*, including payments due thereunder."

"5.2.9 The *Owner* shall not be required to make a payment to the *Trade Contractor* until the *Trade Contractor* has executed the *Contract* and provided the surety bonds required by the *Contract.*"

SC.14 AMENDMENTS TO GC 5.3 PROGRESS PAYMENT

(a) In paragraph 5.3.2 change "5 days" to " 30 days".

(b) Add the following new paragraph:

"5.3.3: If the *Trade Contractor* fails to provide a sworn statement and evidence of compliance with workers' compensation legislation as required by GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT, paragraphs 5.2.7 and 5.2.8, the *Owner* will not be required to make payments to the *Trade Contractor."*

SC.15 AMENDMENTS TO GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

(a) Delete paragraph 5.5.3.

(b) Begin the first sentence of paragraph 5.5.4 as follows:

"Provided the *Trade Contractor* has satisfied the requirements of GC 12.2 - WAIVER OF CLAIMS, paragraph 12.2.2"

SC.16 AMENDMENTS TO GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

(a) In paragraph 5.6.1 after *"Substantial Performance of the Work,"* add "and provided (a) the *Trade Contractor* and *Trade Subcontractor* or *Supplier* provides a sworn statement and release in the form approved by the *Owner* that all amounts with respect to such subcontract work, or supply of *Products* have been paid in full except holdback properly retained and there are no disputes or claims in relation to such subcontract work or supply of *Products*, (b) the *Subcontractor* or *Supplier* has provided a declaration of last supply pursuant to Section 31 (5) of the *Construction Lien Act*, and (c) the *Trade Contractor* and *Trade Subcontractor* or *Supplier* have provided evidence of compliance with the workers' compensation legislation, including payment thereunder,".

SC.17 AMENDMENTS TO GC 5.7 FINAL PAYMENT

(a) In paragraph 5.7.4 after *"Place of the Project,"* add "and provided the *Trade Contractor* has satisfied the requirements of GC 12.2 WAIVER OF CLAIMS, paragraph 12.2.2," and change "5 days after the issuance" to "30 days after the receipt".

SC.18 AMENDMENTS TO GC 6.2 CHANGE ORDER

(a) In paragraph 6.2.1 change "notice" to *"Contemplated Change Notice"* and add the following at the end of the paragraph:

"The *Consultant* shall determine in the first instance whether a change in the *Work* is required and whether such change is within the general scope of the *Work*. There shall be no adjustment to the *Contract Time* should the *Trade Contractor* fail to present a request for a specific adjustment to the *Contract Time* in response to a *Contemplated Change Notice."*

(b) Add the following new paragraphs:

"6.2.3 A *Change Order* shall be a final determination of adjustments in the *Contract Price* and *Contract Time*. There shall be no adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever based on the quantity, scope or cumulative value of changes in the *Work*."

"6.2.4 The value of a change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* (subject to ultimate approval by the *Owner*)

.1 by estimate and acceptance in a lump sum;

.2 where unit prices are set out in the *Contract Documents or* subsequently agreed upon, in accordance with such unit prices;

.3 by costs and a percentage fee for overhead and profit."

"6.2.5 When a change in the *Work is* proposed or required, the *Trade Contractor* shall present to the *Consultant* for approval its claim for a change, if any, in the *Contract Price* and change, if any, in *Contract Time* with full documentation and complete itemized cost breakdown in a form acceptable to the *Consultant* and the *Owner*. The *Consultant* and *Construction Manager*, working together, shall satisfy themselves as to the correctness of such claim and, when approved by the *Owner*, a *Change Order* shall be issued to the *Trade Contractor* amending the *Contract Price* and *Contract Time* as appropriate. The value of *Work* performed in the *Change Order* shall be included for payment with the regular certificates for payment."

"6.2.6 In the case of changes in the *Work* to be paid for under methods 2 or 3 of paragraph 6.2.4, the form of presentation of costs and methods of measurement shall be agreed to by the *Consultant*, *Trade Contractor* and the *Owner* before proceeding with the change. The *Trade Contractor* shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the *Work*, together with vouchers and complete documentation where applicable."

"6.2.7 In the case of changes in the *Work* to be paid for under methods 1, 2 or 3 of paragraph 6.2.4 *Trade Contractor* and *Trade Subcontractor* overhead and profit shall be limited to and calculated as follows:

.1 Work carried out by the *Trade Contractor* or *Trade Subcontractor* up to 10% overhead and profit combined.

.2 *Trade Contractor's* overhead and profit on *Trade Subcontractor*'s work: up to 5% overhead and profit combined.

.3 Credits to the *Owner's* account: For changes involving deletions only, *Trade Contractor's* and *Trade Subcontractor's* overhead and profit shall not be deducted.

.4 *Trade Contractor's* and *Trade Subcontractor's* overhead and profit shall be calculated on net additional work only, after all credits in the *Contemplated Change Notice* have been deducted. When both additions and deletions covering related work or substitutions are involved in a change in the *Work*, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the Work.

.5 The cumulative total percentage for overhead and profit charged by the *Trade Contractor*, *Trade Subcontractor* and others shall not exceed 15% of the cumulative total value of such change in the *Work* net of overhead and profit.

.6 Overhead and profit mark-ups will not be permitted on PST."

"6.2.8 Costs for the purposes of subparagraph 6.2.4.3 shall be limited to those items described in paragraph 6.3.4 of GC 6.3-CHANGE DIRECTIVE."

"6.2.9 In the case of a dispute in the valuation of a change authorized in the *Work* and pending final determination of such value, the *Consultant* will certify the value of work performed in accordance with the *Consultant's* valuation of the change and include the amount with the regular certificates for payment. The *Trade Contractor* shall keep accurate records of quantities and cost of such work."

"6.2.10 It is intended in all matters referred to herein that the *Consultant* and *Trade Contractor* shall act promptly."

"6.2.11 If notice of any change affecting the scope of the *Work* or the provisions of the *Contract Documents* (including, but not limited to, *Contract Price* or *Contract Time)* is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the *Trade Contractor's* responsibility. The amount of each applicable bond shall be adjusted to reflect the effect of any such change."

SC.19 AMENDMENTS TO GC 6.3 CHANGE DIRECTIVE

(a) Add the following sentence to paragraph 6.3.2: "The allowance for overhead and profit shall be limited to and calculated in accordance with the provisions of paragraph 6.2.7 of GC 6.2 CHANGE ORDER."

(b) In subparagraph 6.3.4.1 add "construction" before "labour" and after "labour" add "excluding administrative and supervisory personnel,"

(c) In subparagraph 6.3.4.2 delete "office" and add at the end of the sentence "but only for the portion of their time required for the work attributable to the change".

(d) In subparagraph 6.3.4.6 delete "and hand tools not owned by the workers" and substitute "exclusive of hand tools".

(e) In subparagraph 6.3.4.9 after "subcontracts" add "provided, however, that the costs included in such amounts shall be limited to the actual cost of the items described in this paragraph 6.3.4 changing *Trade Contractor* to *Trade Subcontractor* as necessary".

(f) In subparagraph 6.3.4.10 change "such as" to "of'.

(g) Delete subparagraphs 6.3.4.15 and 6.3.4.17.

(h) At the end of paragraph 6.3.4 add the following:

"All other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of paragraph 6.2.7 of GC 6.2 CHANGE ORDER".

SC.20 AMENDMENTS TO GC 6.5 DELAYS

(a) In paragraph 6.5.4 after "no extension" add "or compensation." Add the following sentence to the end of the paragraph: "The claim shall include, at a minimum, an estimate of cost and of probable effect of delay on progress of the *Work"*.

(b) Add the following new paragraphs:

"6.5.6 The *Construction Manager* may order the *Trade Contractor* in writing to suspend or interrupt all or any part of the *Work* for such period of time as the *Construction Manager* may determine the *Contract Time* being equitably adjusted accordingly by the *Consultant* in consultation with the *Owner, Construction Manager,* and *Trade Contractor.* Any claim for additional compensation on account of such suspension, not related to any act or omission of the *Trade Contractor,* shall be limited to reasonable and justifiable increased costs incurred by the *Trade Contractor* caused by the suspension or interruption. Such costs shall be submitted to the *Construction Manager* and the *Consultant* and valued and processed as a *Change Order* in accordance with GC 6.2 CHANGE ORDER."

"6.5.7 The *Trade Contractor* shall not be entitled to any compensation or impact costs of any kind for any delays caused in whole or in part by the *Trade Contractor's* failure to perform its obligations under the *Contract,* or for delay concurrently caused by *Trade Contractor* and either *Owner* or others."

"6.5.8 If the *Trade Contractor* fails to complete any part the *Work* according to the *Contstruction Schedule* or if it becomes apparent to the *Consultant* that the *Work* shall not be completed according to the *Construction Schedule* provided for and if such failure is due to the *Trade Contractor's* failure to perform in accordance with its obligations under this Agreement, then the *Consultant* may require that the *Contractor* expedite the *Work* and, should it become necessary, to work overtime, to add additional shifts, to employ additional employees and to provide additional equipment to accomplish the *Work*. The premium for such overtime and for such additional shifts, the cost of employing additional employees or providing additional equipment, together with any other additional costs thereby incurred, shall be at no additional expense to the *Owner*."

SC.21 AMENDMENTS TO GC 7.2 TRADE CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

(a) Delete paragraph 7.2.3.1.

(b) In paragraph 7.2.3.4 delete, "except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER."

(c) In paragraph 7.2.4 change "5" to "10".

SC.22 AMENDMENTS TO GC 8.1 AUTHORITY OF THE CONSULTANT

(a) In paragraph 8.1.3 after the first sentence add the following:

"As time is of the essence, the *Trade Contractor* shall continue performance of the *Work* notwithstanding any such dispute and shall ensure its *Trade Subcontractors* and *Suppliers* also do so. Accordingly, in the event of a dispute, any *Work* stoppage by the *Trade Contractor* or by any *Trade Subcontractor, Supplier* or by any others for whom the *Trade Contractor is* responsible will constitute a breach of the *Contract* entitling the *Owner* to damages on account of any delay affecting the construction schedule on the *Project."*

SC.23 AMENDMENTS TO GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

(a) Add the following to paragraph 8.2.3:

"The parties shall make reasonable efforts to agree on relevant facts and prepare an agreed statement of facts. Where the parties are unable to agree on any facts they shall retain an independent party to investigate areas of disputed facts and make findings and report concerning such disputed facts. The parties shall share equally the costs of such investigation, findings and report and shall each fully cooperate with the independent party and provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate the investigation, findings and report. The investigation, findings and report shall not be binding on the parties but may be used as evidence in further arbitration or litigation proceedings should the dispute not be resolved by negotiation or mediation."

(b) At the end of the last sentence of paragraph 8.2.4 add the following:

"subject to the following modifications:

.1 the mediation shall be "rights-based", i.e. the mediator should assist the parties in resolving the dispute based on the *Contract Documents,* applicable law and pertinent facts."

(c) At the end of the first sentence of paragraph 8.2.6 add the following:

"subject to the following modifications:

.1 the reference to "$250,000" in clause 8.2(a) of the Rules is changed to "$500,000.00";

.2 notwithstanding the provisions of clause 10.3(d) of the Rules the arbitrator shall order the recording of any oral hearing if the parties request it or the amount in dispute is $500,000.00 or more;

.3 if the amount in dispute is $500,000.00 or more:

(a) the parties shall be permitted discovery as a matter of right in accordance with the Ontario *Rules of Civil Procedure R.R.O. 1990, Regulation 194* as amended, unless they otherwise agree to limit or dispense with such right,

(b) the arbitrator shall require preliminary definitions of issues and contentions,

(c) the arbitrator shall require exchange of proposed discovery issues,

(d) the arbitrator shall require resolution of discovery issues, and order a detailed discovery plan, if and to the extent the parties cannot agree,

(e) discovery shall not exceed six (6) months, except with approval of the arbitrator,

(f) following discovery, the arbitrator shall make a consolidated pre-hearing order that defines the issues and proof to be offered by the parties,

(g) notwithstanding the provisions of clause 14.5 and 14.6 of the Rules, the provisions of Rule 53 of the Ontario *Ontario Rules of Civil Procedure R.R.O. 1990, Regulation 194* as amended shall apply to evidence at the arbitration hearing;

.4 reference to "care" and "custody" in clause 12.1(b) of the Rules is changed to "possession" and "power";

.5 the written statement or report referred to in clause 12.4(b) of the Rules shall include the name, address and qualifications of the expert;

.6 notwithstanding the provisions of clause 14.1 of the Rules, the provisions of Section 21 of the *Arbitration Act, 1991*, S.O. 1991, Chapter 17 as amended (the "*Arbitration Act*, 1991") shall apply to the arbitration;

.7 the reference to "care" and "custody" in clause 14.3 of the Rules is changed to 96 possession" and "power";

.8 the provisions of Rule 52.06 of the Ontario *Rules of Civil Procedure* R.R.O. 1990, Regulation 194 as amended shall apply to the arbitration hearing;

.9 if damages are awarded, the basis for the damage calculations shall be included in the award in addition to the requirements of clause 18.3 of the rules;

.10 notwithstanding the provisions of clause 18.6 of the Rules, if the amount in dispute is less than $500,000.00, a party may

(a) appeal an award to the court on a question of law as provided in Section 45(l) of the *Arbitration Act*, 1991 S.O. 1991 Chapter 17 as amended (the "*Arbitration Act*, 1991"), and

(b) apply to the court to set aside an award or for a declaration of invalidity in accordance with the provisions of Section 46 and 48 of the *Arbitration Act*, 1991 as amended;

.11 notwithstanding the provisions of clause 18.6 of the Rules, if the amount in dispute is $500,000.00 or more a party may:

(a) appeal an award to the court on a question of law, a question of fact or on a question of mixed fact and law in accordance with the provisions of Sections 45(2) and 45(3) of the *Arbitration Act*, 1991, and

(b) apply to the court to set aside an award or for a declaration of invalidity in accordance with the provisions of Sections 46 and 48 of the *Arbitration Act*, 1991 as amended."

(d) Add the following new paragraphs:

"8.2.9 Notwithstanding the provisions of paragraph 8.2.6, a dispute shall not be referred to arbitration unless every person whose presence is necessary to enable the arbitral tribunal to adjudicate effectively and completely on the issues in dispute, has agreed to and has joined as party to the arbitration."

"8.2.10 Notwithstanding the provisions of GC 8.2, if the amount in dispute is $1,000,000.00 or more the parties may agree to submit the dispute to the courts."

SC.24 AMENDMENTS TO GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

(a) In the first sentence of paragraph 9.2.3 after "damage" add ", delay, impact or interference". In the second sentence add ", delay, impact or interference" after "damage".

SC.25 AMENDMENTS TO GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

(a) Revise paragraph 9.3.2.1 to replace "*Trade Contractor*" with "*Construction Manager*"

(b) Delete paragraph 9.3.3 and add the following:

"9.3.3. Prior to the *Trade Contractor* commencing the *Work*, *the Construction Manager* shall provide the *Trade Contractor* with a written list of any toxic or hazardous substances or materials present at the *Place of the Project* of which the *Construction Manager* is aware, and provide the *Trade Contractor* and its *Trade Subcontractors* with training in the handling of such toxic or hazardous substances. The *Construction Manager* shall ensure that the *Trade Contractor* has completed appropriate WHMIS training before the *Trade Contractor* commences *Work* at the *Place of the Project*, and the *Construction Manager* shall monitor compliance with WHMIS standards and other standards, laws and regulations related to the handling of toxic or hazardous substances for the duration of the *Project*.

(b) Delete paragraph 9.3.4

(c) Revise paragraph 9.3.5 as follows:

Where it says "which were not disclosed by the *Owner"*, change "*Owner*" to "*Construction Manager*"; and where it says "immediately report the circumstances to the *Owner*", add "and the *Construction Manager* and the *Consultant*".

(d) Delete paragraphs 9.3.8 and 9.3.9

SC.26 AMENDMENTS TO GC 11.1 INSURANCE

(a) In paragraph 11.1.1, add the words "6 years from" between the words "until" and "the" in the third line. In the last sentence, the words "and the Owner" to be inserted after each of the two times "Construction Manager" appears. At the end of the paragraph, the following sentence to be added: "Such policies are to be endorsed to include the *Owner* and *Construction Manager* as additional insured, and shall contain a waiver of subrogation in favour of the *Owner*."

(b) Add paragraph 11.1.1.4 as follows:

".**4 Commercial General Liability**

Commercial General Liability including but not limited to personal injury liability, contractual liability, employers' liability, coverage to include without limitation the activities and operations at the *Place of the Work* or off-site, conducted by the *Trade Contractor* and any other person performing work on behalf of the *Trade Contractor* and those for whom the *Trade Contractor* is in law responsible. Such policy shall be written on a comprehensive basis with

inclusive limits of not less than Five Million Dollars ($5,000,000) per occurrence for bodily injury to any one or more persons, and/or property damage.

(c) Amend paragraph 11.1.2 by, in the second sentence, deleting reference to $2,500.00 and replacing it with $5,000.00. The two sentences beginning with "The Owner is responsible…" in the sixth line and ending with "…further period of 4 years." in the ninth line shall be replaced with "The Trade Contractor is responsible to provide coverage for completed operations hazards from the date of the *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, for a period of 6 years".

SC.27 AMENDMENTS TO GC 11.2 BONDS

(a) Make the following changes to paragraph 11.2.2. In the first sentence after "surety company" add "acceptable to the *Owner"*.

SC.28 AMENDMENTS TO GC12.1 INDEMNIFICATION

(a) In paragraph 12.1.1 add ", officers, directors" after "their agents", and after "(hereafter called "claims")" in the third line add "including solicitor and client legal and other costs to defend or respond to any such claims". In the fourth line after *"Contract"* insert immediately thereafter "or failure to perform the *Contract*, or relating to the *Trade Contractor*'s use or occupation of the *Place of the Project"*, and delete the balance of the paragraph.

(b) Delete paragraphs 12.1.2 and 12.1.3.

SC.29 AMENDMENTS TO GC 12.2 WAIVER OF CLAIMS

(a) Delete paragraph 12.2.1.

(b) In paragraph 12.2.2 after "date of" add *"Substantial Performance of the Work* and" and after "breach of contract by the *Owner"* add "and those against the *Consultant*, or third parties, who might claim contribution or indemnity from the *Owner* under the provisions of any statute or otherwise".

(c) Delete paragraph 12.2.2.1.

SC.30 AMENDMENTS TO GC 12.3 WARRANTY

(a) In paragraph 12.3.1 change "one year" to "24 months" and change "*Substantial Performance of the Project*" to "*Substantial Performance of the Work*".

(b) Add the following new paragraphs:

"12.3.6 The correction of defects and deficiencies in the *Work* shall be at the sole cost of the *Trade Contractor* and shall be executed at times determined by the *Owner*."

"12.3.7 The provisions of paragraphs 12.3.1 to 12.3.7 shall not deprive the *Owner* of any action, right or remedy otherwise available to it for the *Trade Contractor's* failure to fulfill its responsibility under the *Contract* and shall not be construed as waiver of claims in favour of the *Trade Contractor* or as a limitation on the time in which the *Owner* may pursue such other action, right or remedy."

SC.31 NEW PROVISIONS

(a) Add the following:

"CONSTRUCTION LIENS

"In the event that a construction lien (other than a lien by the *Trade Contractor*) is registered arising from the performance of the *Work*, the *Trade Contractor* shall promptly, and in any event within ten *Working Days*, at its sole expense, vacate or discharge the lien from title to the premises. If the lien is merely vacated, the *Trade Contractor* shall undertake the *Owner's* defence of any subsequent lawsuit commenced in respect of the lien at the *Trade Contractor's* sole expense. In the event that the *Owner* determines, acting reasonably, that the *Trade Contractor* is not satisfactorily defending the *Owner's* interests, the *Owner* shall defend the claim and the *Trade Contractor* shall indemnify the *Owner* for all costs thereof, including, without limitation, legal fees on a solicitor and client basis.

"In the event that the *Trade Contractor* 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 incurred by the *Owner* in so doing (including, without limitation, legal fees on a solicitor and client basis) shall be for the account of the *Trade Contractor*, and the *Owner* may deduct such amounts from amounts otherwise owing to the *Trade Contractor*.

"SET OFF

"The *Owner* shall have the right to set-off against the balance due or to become due to the *Trade Contractor* under the *Contract*, any amounts necessary to correct any liquidated or unliquidated amounts otherwise owing or due and payable from the *Trade Contractor* to the *Owner* under the *Contract* or otherwise. If the *Owner* fails to pay any amount owing to the *Trade Contractor* because of a good faith dispute, no default by the *Owner* under the *Contract* shall be deemed to exist because of such failure of payment, provided the *Owner* pays the amount the parties agree is owing to the *Trade Contractor* within thirty (30) days following the resolution of such dispute."

"USE OF INTELLECTUAL PROPERTY

Insofar and to the extent that the *Trade Contractor* has any intellectual property rights in any products or deliverables (including any reports or similar documents) provided to the *Owner* under this *Contract*, including without limitation any trade names, trademarks, patents, copyrights and licences, the *Trade Contractor* hereby grants to the *Owner* a non-exclusive, irrevocable, worldwide, royalty-free right and licence to use such intellectual property rights, including, for certainty, in connection with the use, sale, lease or disposition of any product or deliverables."

APPENDIX 2.6

TORONTO COMMUNITY HOUSING CORPORATION

APPLICABLE LAWS AND POLICIES

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APPLICABLE LAWS AND TORONTO COMMUNITY HOUSING POLICIES

1. COMPLIANCE WITH APPLICABLE LAW

The Contractor, in carrying out the Services, shall comply with all applicable laws in force in the province of Ontario and the laws of Canada applicable therein, and any successor legislation.

2. THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with requirements of all Applicable Laws with respect to health and safety including the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, (the "OHSA"), the Workplace Hazardous Materials Information System (WHMIS) pursuant to the OHSA and any associated Regulations.

3. THE RESIDENTIAL TENANCIES ACT

The Contractor acknowledges that, in accordance with the *Residential Tenancies Act* (Ontario), with the exception of an emergency, access to a rental unit may only be gained by permission of the tenant, or as necessary, upon the landlord giving written notice to the tenant not less than 24 hours prior to the time of entry, specifying the time of entry between 8:00 a.m. and 8:00 p.m.

Subject thereto, the Contractor shall schedule any work accordingly and shall advise Toronto Community Housing or the Project Manager that it requires access not less than seventy-two (72) hours in advance of the time that access to any rental unit is required, whereupon Toronto Community Housing shall arrange for reasonable access by Contractor on a timely basis.

The Contractor and each of Contractor's employees are required, if requested by any Toronto Community Housing representative or Toronto Community Housing tenant, to identify himself/herself as the employee of the Contractor, and, for that purpose, shall be equipped with appropriate identification. For greater certainty, such identification will indicate the name of the Contractor, the trade involved, the name and photograph of the employee and the date of the issuance of the identification card. The Contractor shall ensure that each of its sub-contractors shall comply with the foregoing.

4. LAWS, NOTICES, PERMITS AND FEES

The by-laws, ordinances and legal requirements, rules, regulations, codes and orders of the municipality in which the Work Site is located shall apply to the performance of the Services and the Contractor shall comply (and shall ensure that each of its sub-contractors complies) with all such by-laws, ordinances and legal requirements, rules, regulations, codes and orders and with all other Applicable Law.

The Contractor shall give all required notices in compliance with Applicable Law, including any Applicable Law which comes into force during the term of the Agreement.

The Contractor shall be responsible for verifying that the documents forming part of the Agreement are in compliance with Applicable Law relating to the Services. The Contractor shall notify Toronto Community Housing in writing immediately upon Contractor becoming aware of any variance or change to any Applicable Law subsequent to the date of the Agreement and obtain its direction with respect thereto.

If the Contractor fails to notify Toronto Community Housing in writing and obtain its direction as required aforesaid, and performs any Services knowing such performance to be contrary to any Applicable Law, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to the Contractor's failure to comply with the provisions of such Applicable Law.

5. WORKPLACE SAFETY & INSURANCE BOARD CERTIFICATE OF CLEARANCE

The Contractor shall submit to Toronto Community Housing a Workplace Safety and Insurance Board ("WSIB") Clearance Certificate indicating its WSIB firm number, account number and that its account is in good standing. This form must be submitted prior to the commencement of the Services. The Contractor further agrees to maintain its WSIB account in good standing throughout the term of the Agreement. Toronto Community Housing will require the Contractor to produce a Clearance Certificate from WSIB from time to time during the term of the Agreement on request and prior to any payment under the Agreement.

If the Contractor is a self-employed individual or partner who does not pay WSIB premium and is recognized by WSIB as an "independent operator", a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to Toronto Community Housing prior to the commencement of the Services.

If the Contractor does not produce confirmation pursuant to this section 5, as applicable, Toronto Community Housing, in its discretion, may terminate the Agreement and apply any Performance Security towards damages.

6. ONTARIO LABOUR CONDITIONS, CONSTRUCTION LIEN CLAIMS AND TRADES

The Contractor shall employ in the performance of the Services only persons who are fully qualified to perform the Services required. The Contractor shall comply with the provisions of all Applicable Law, including without limitation, the *Construction Lien Act*, R.S.O. 1990, c. C.30, and where applicable, the *Employment Standards Act*, R.S.O.1990, c. E.14 and any regulations made under such statutes.

Any part of the Services that is performed by members represented by union locals under the provisions of any collective agreement to which Toronto Community Housing is also subject shall in each such case be performed only by an employer who is also subject to such collective agreement, unless, as verified by the Project Manager, the agreement does not prohibit such work from being performed by others. Without limiting the generality of the foregoing, such collective agreements include:

(a) where applicable, the current collective agreements covering the residential sector of the construction industry in the geographical area in which the Work Site is located, under or pursuant to:

(i) the Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, where it applies to the residential sector;

(ii) the Residential Agreement between the Electrical Contractors Association of Toronto and the International Brotherhood of Electrical Workers, Local 353;

(iii) the High Rise Residential Agreement between the Metropolitan Plumbing and Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 46;

(iv) the Low Rise Residential Agreement between the Independent Plumbing & Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 46; and

(v) the collective agreement between Toronto Community Housing Corporation and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America;

(b) where applicable, the current collective agreements covering other sectors of the construction industry, including the industrial commercial and institutional sector, in the geographical area in which the Work Site is located, under or pursuant to:

(i) the Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;

(ii) the provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council;

(iii) the provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' Employee Bargaining Agency; and

(iv) the provincial agreement between the International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and the Masonry Industry Employers Council of Ontario.

The provisions of this section 6 shall apply to each sub-contractor *mutatis mutandis* and the Contractor shall include the provisions of each subsection of this section 6, with all necessary changes, in each of its contracts with sub-contractors for any part of the Services.

The Contractor shall indemnify and save harmless Toronto Community Housing from and against all loss, costs, claims, expenses, penalties, obligations and/ or damages (which shall include, for certainty, but are not limited to, grievances) suffered by Toronto Community Housing arising from the failure of the Contractor or any sub-contractor to comply with the requirements hereof.

7. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND CONFIDENTIALITY

The Contractor acknowledges and agrees that this Agreement and any materials or information related thereto provided to Toronto Community Housing are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"), which may be subject to disclosure under MFIPPA, or otherwise.

The Contractor, its partners, directors, officers, appointees, employees, agents, contractors, sub-contractors and volunteers shall keep confidential all information about Toronto Community Housing and the Agreement, its correspondence including its business decisions and processes, acquired in the process of performing the terms of the Agreement. All documents and material supplied to the Contractor, its employees and subcontractors are the property of Toronto Community Housing and shall be kept confidential and shall be returned upon request from Toronto Community Housing .

The Contractor, its partners, directors, officers, appointees, employees, agents, contractors, sub-contractors and volunteers shall not, directly or indirectly, disclose or use any material or information belonging to Toronto Community Housing pursuant to this Agreement that Toronto Community Housing cannot or may not wish to disclose or use under the MFIPPA, unless the Contractor has received written consent from Toronto Community Housing for such disclosure or use. Furthermore, the Contractor shall not use information acquired through the performance of this Agreement to gain advantage in any other project or undertaking irrespective of the topic, scale, or scope of such projects or undertakings.

Upon receipt of a written request from Toronto Community Housing, the Contractor shall deliver forthwith to Toronto Community Housing all material and information specified in the request that is the property of Toronto Community Housing and in the possession or under the control of the Contractor. No copy or duplicate of any such material or information delivered to Toronto Community Housing shall be retained by the Contractor without the prior written approval of Toronto Community Housing . The Contractor shall not destroy any material or information which is the property of Toronto Community Housing without the prior written approval.

This section 7 survives the completion of the Agreement or early termination of this Agreement.

8. PROCUREMENT POLICY AND PROCEDURES

Any procurement of goods or services on behalf of Toronto Community Housing shall be in accordance with the Toronto Community Housing Procurement Policy, the hyperlink to which is as follows: http://www.torontohousing.ca/policy/procurement_policy.

All procurement shall be in compliance with Toronto Community Housing's Procurement Procedures, a full copy of which must be obtained from the Owner for the Contractor's review, but a brief guideline is set out as follows:

< $10,000	< $100,000	> $100,000
• At least one written quote	• Local, Selective or open tender	• Open tender • Minimum three bids, where possible

8.1. Open Tendering procedures are those procedures under which all interested suppliers or contractors are given adequate notification of contract requirements and all such tenderers are given an equal opportunity to submit a tender. It provides the greatest opportunity for competition and satisfies the needs for economy and efficiency. The Construction Manager must give sufficient advance public notification of open tendering opportunities for potential tenderers to determine their interest and to prepare and submit their tenders.

8.2. Selective Tendering procedures are similar to those for open tenders except the Construction Manager pre-selects qualified firms who will be invited to submit tenders. It may be a suitable method for awarding contracts where:

i) the required product or service is highly specialized and complex;
ii) there are only a limited number of suppliers of the particular goods or services needed;
iii) other conditions limit the number of firms that are able to meet contract requirements;
iv) critical goods, works or services are urgently required.

In these cases the Construction Manager may invite tenders from a list of qualified firms approved by Toronto Community Housing, selected in a nondiscriminatory manner.

8.3. Pre-Qualification of Tenders. The Construction Manager may require potential tenderers to pre-qualify for large and complex contracts and all tenderers that meet the pre-qualification criteria should be allowed to submit tenders. The notification for pre-qualification and the evaluation procedure shall be consistent with those for open tendering in these rules. Pre-qualification is not a form of selective tendering. The pre-qualification criteria, which shall be specified in the pre-qualification documents, shall be based entirely upon the capability and resources of prospective tenderers to perform the particular contract satisfactorily, taking into account such factors as their (a) experience and past performance on similar contracts, (b) capabilities with respect to personnel, equipment, and construction facilities, (c) financial position and (d) qualities and attributes valued by Toronto Community Housing in pursuance of intended policy outcomes .

8.4. Two-stage tendering. Detailed design and engineering of the goods and works to be provided, including the preparation of technical specifications and other tendering documents, normally precede the invitation to tender for major contracts. However, in the case of turnkey contracts or contracts for large complex projects of a special nature, it may be undesirable or impractical to prepare complete technical specifications in advance. In such a case, a two-stage tendering procedure may be used. First stage technical proposals on the basis of conceptual

design or performance specifications are invited, and followed by amended tendering documents and the submission of final technical proposals and priced tenders in the second stage.

8.5. Local Competitive Tendering may be the most economic and efficient method of procuring goods, works or services when: (i) contract values are small; (ii) works are scattered geographically or spread over time; (iii) the goods, works or services are available locally at lower prices; (iv) by their nature or scope contracts are unlikely to attract wide competition; or (v) when local firms and businesses having local knowledge and interest are able to present partnership opportunities to Toronto Community Housing to undertake economic development opportunities in Toronto Community Housing communities. The procedures under which local competitive tendering is carried out must be consistent with these Procedures. They should provide for adequate notification and competition in order to ensure reasonable prices, evaluation criteria should be made known to all tenderers and should be applied fairly, and the conditions of contract should be fair and appropriate to the project.

8.6. Single Tendering may be used in exceptional cases where:

i) the extension of an existing contract awarded in accordance with procedures acceptable to Toronto Community Housing for additional goods, works or services of a similar nature would clearly be economic and efficient and no advantage would be obtained by further competition;
ii) there has been an unsatisfactory response to open or selective tenders carried out in accordance with Toronto Community Housing's procurement rules;
iii) a product can only be provided by a single supplier because of exclusive capabilities or rights;
iv) standardization with existing equipment is determined to be important and justified, the number of new items are generally less than the existing number and compatible goods cannot be provided by other suppliers;
v) as a joint venture partner or partner in a co-operative buying program or project; or
vi) it is a case of extreme urgency or emergency.

In these cases, with Toronto Community Housing's prior approval, the Construction Manager may invite a single firm to present its tender without prior public notification.

8.7. Evaluation Criteria. Tender documents shall specify the relevant factors in addition to price to be considered in tender evaluation and the manner in which they will be applied for the purpose of determining the lowest evaluated tender. Factors, which may be taken into consideration, include set-up costs, the payment schedule, the time of completion of construction or delivery, the operating costs, the efficiency and compatibility of the equipment, the availability of service and spare parts, and minor deviations, if any. Other factors that could be taken into account include a measure of the degree proponents are able to satisfy policy outcomes for environment-friendly products; ability to develop long-term strategic relationships with Toronto Community Housing; and to create jobs in Toronto Community Housing communities. The factors other than price to be used for determining the lowest evaluated tender should be expressed in monetary terms or, where that is not practicable, given a relative weight in the evaluation provisions of the tender documents.

9. FAIR WAGE POLICY

9.1 Application

(a) The Toronto Community Housing Corporation (Toronto Community Housing) Fair Wage Policy shall apply to all construction contracts with the Toronto Community Housing.

(b) The Toronto community Housing Corporation (Toronto Community Housing) Fair Wage Policy shall also apply to all general classification contracts for services with the Toronto Community Housing.

(c) Every contractor and sub-contractor shall be required to pay in total value an amount equal to or greater than those wages and benefits as set out in the Fair Wage Schedule of the Toronto Community Housing Fair Wage Policy.

(d) The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in work for the Toronto Community Housing. A contractor is fully responsible for ensuring that all of its sub-contractors comply with the Fair Wage Policy and the Fair Wage Schedule. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower than that established by this policy. Contractors or general contractors will be responsible for any violation or non-compliance issues arising form the engagement of any sub-contractor on Toronto Community Housing work.

(e) The fair wage rates do not apply to small businesses, typically those with owner operators, or partnerships, or principals of companies where these small businesses undertake the work themselves.

9.2 Definitions

For the purposes of this section 8, (Fair Wage Policy), the following terms will have the meanings ascribed to them below:

"***workers***" means those persons employed by the contractor or sub-contractor in positions, classifications or trades identified in the Fair Wage Schedule for the performance of work on a contract with the Toronto Community Housing .

"***Fair Wage Schedule***" means the published schedule of wages and benefits for the performance of construction work on Toronto Community Housing construction contracts and the performance of work set out in the general classifications,

"***Benefits***" means a pension plan or RRSP's (or equivalent), major medical plans, dental plans including vacation/holiday pay or an appropriate amount in lieu thereof as set out in the Fair Wage Schedule.

"***contractor***" means any person, firm or corporation having a contract with the Toronto Community Housing for the performance of work but does not include any person, firm or corporation that only supplies materials for the contract.

"***sub-contractor***" means any person, firm or corporation performing work under an agreement with a contractor having a contract with the Toronto Community Housing or an agreement under the contractor with another sub-contractor for the performance of work but does not include any person, firm or corporation that only supplies materials for the contract

"***wages***" or "***rates of wages***" means the basic hourly rate of pay as set out in the Fair Wage Schedule.

9.3 **Fair Wage Policy and Provisions**

(a) The Toronto Community Housing shall notify every person bidding on Toronto Community Housing contracts of the existence of this Fair Wage Policy (and the Fair Wage Schedule) and shall provide copes of the same to such bidders.

(b) The contractor and its sub-contractor shall be responsible for only those Fair Wage Schedule rates that exist as of the closing date of any tender.

(c) For all applicable contracts with the Toronto Community Housing, the contractor shall provide to the Toronto Community Housing, in a form acceptable to the Toronto Community Housing, a sworn statement confirming that the contractor and its sub-contractor(s) intend to comply with the Fair Wage Policy and Fair Wage Schedule and are in compliance with the Fair Wage Policy and the Fair Wage Schedule. These sworn statements shall be provided to the Toronto Community Housing:

(i) prior to the contract being awarded;

(ii) along with any request for progress payments; and

(iii) with respect to construction contracts, after substantial performance of the construction contract (as defined in the *Construction Lien Act* of Ontario) and prior to release of any hold back.

(d) The Toronto Community Housing reserves the right not to release all or part of any payment or any hold back on any contract until such contractor's applicable sworn statement of compliance is received and found to be satisfactory by the Toronto Community Housing

(e) The contractor or sub-contractor shall attach to all accounts rendered for payment of money upon the contract a record of payment to workers in compliance with this policy along with a statutory declaration affirming that the requirements of this policy have been fully complied with, by both itself and any sub-contractor providing services on the contract.

(f) The contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates:

(i) where the contractor or sub-contractor is in a contractual relationship with a Union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and

(ii) where the Toronto Community Housing is in a contractual relationship with a Union, as set out in the Fair Wage Schedule, the applicable rate of wages set out in the collective agreement; and

(iii) where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates as determined from time to time and published by the Toronto Community Housing.

(g) The contractor or subcontractor shall comply with the *Ontario Human Rights Code* and without limiting the generality of the foregoing shall not discriminate against workers or applicants for employment as workers because of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship and disability.

(h) The contractor or subcontractor shall at all times comply with the *Occupational Health and Safety Act* and its regulations and take every precaution reasonable in the circumstances for the protection of workers. If the contractor sub-contracts any or all of the work to be performed, the contractor will ensure the sub-contractors are qualified to perform the work or services and comply with the *Occupational Health and Safety Act* and its regulations.

9.4 **Records**

(a) The Toronto Community Housing has the authority to request any information respecting wages or workers, names of workers, records of amounts paid to each, paysheets, original books, etc. that may be desired by the Toronto Community Housing in connection with the work completed by a contractor or a sub-contractor.

(b) The contractor shall:

(i) at all times keep a list of the names, addresses, wages paid, benefits paid or provided and hours worked for all of its employees of all workers employed in the work and a record of the amounts paid to each;

(ii) from time to time, if demanded by the Toronto Community Housing, provide a certified copy of all paysheets, lists, records, books or any other document or thing relating to the contractors employees and keep the originals thereof open at all times for examination by the Toronto Community Housing; and

(iii) at all times furnish and disclose to the Toronto Community Housing any other information respecting wages of workers that may be desired by the Toronto Community Housing in connection with the contracted work.

(iv) ensure that their employees obtain a signature from the superintendent or foreman of the job which will verify the working time on the job.

(c) The contractor shall, in any agreement with a sub-contractor, require the sub-contractor to:

(i) keep records of the names, addresses, wages paid, benefits paid or provided and hours worked for all of its employees;

(ii) make these records available for inspection by the Toronto Community Housing upon request by the Toronto Community Housing; and

(iii) require its sub-contractor to assume the same obligations in relation to their own employees.

(iv) ensure that their employees obtain a signature from the superintendent or foreman of the job which will verify the working time on the job.

(d) When requested, the contractor or sub-contractor shall be required to provide the records referred to above within thirty (30) calendar days of the date the Toronto Community Housing provides notice of such request.

9.5 **Complaints and Enforcement**

(a) The Toronto Community Housing shall have the authority to receive and investigate complaints as to any matter or thing relating to this Policy. All complaints must be submitted in writing to the Director of Employee Services and Labour Relations of Toronto Community Housing no later than thirty (30) days following the substantial performance of the:

(i) relevant Toronto Community Housing contract where a complaint is being made against a contractor; or

(ii) relevant sub-contract to a Toronto Community Housing contract where a complaint is being made against a sub-contractor.

(b) The Toronto Community Housing shall have the authority to waive the timelines set out in paragraph 8.5(a) above where it considers appropriate, and may investigate any claim made under this policy for a period of six months following the substantial completion of a contract.

(c) In case of any dispute as to the rate of wages to be paid under the contract or as to the amount to be paid to any worker pursuant to the Toronto Community Housing Fair Wage Policy, the decision of the Toronto Community Housing shall be final and binding upon all parties.

(d) Where a contractor is found to be in non-compliance of the Fair Wage Policy and the Fair Wage Schedule, the Toronto Community Housing shall refuse to accept bids, quotations or proposals from such contractor on Toronto Community

Housing contracts, until such time as it is satisfied that the matter giving rise to the complaint has been satisfactorily resolved.

(e) Where a sub-contractor is found to be in non-compliance of the Fair Wage Policy and the Fair Wage Schedule, the Toronto Community Housing shall refuse to allow such sub-contractor from performing any work for the Toronto Community Housing until such time as it is satisfied that the matter giving rise to the complaint has been satisfactorily resolved.

9.6 **Audits**

Toronto Community Housing will conduct audits of contractor and sub-contractor records and work sites. Notice will not be given to contractor or sub-contractor of impending audit.

9.7 **Disqualification Provisions**

(a) When a contractor or any sub-contractor is found to be in non-compliance with the provision of the Fair Wage Policy in two (2) separate instances over a period of three (3) years inclusive, the Fair Wage Officer must report and may recommend to the Board of Directors that the said contractor or sub-contractor be disqualified from conducting business with Toronto Community Housing or its subsidiaries for a period of two (2) years inclusive.

(b) After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next contract year. If another non-compliance violation occurs, the Fair Wage Officer must report and may recommend to the Board of Directors that the said contractor or sub-contractor be disqualified from conducting business with Toronto Community Housing and its subsidiaries for an indefinite period of time.

(c) Disqualified firms will be published on the Toronto Community Housing web site.

9.8 **Posting and Distribution Requirements**

The contractor and any sub-contractor shall use all reasonable efforts to post and keep posted a copy of this "Fair Wage Policy" in a conspicuous place in every workplace of the contractor and sub-contractor. Additionally, each contractor and sub-contractor shall provide to each employee a copy of the Toronto Community Housing Fair Wage Policy and the Fair Wage Schedule along with the employee's first pay cheque performed under a construction contract. Current Fair Wage Schedules are attached hereto; it is the Contractor's responsibility to verify with Toronto Community Housing that it is using current Fair Wage Schedules at all times.

10. THE GREEN PLAN POLICY

The Toronto Community Housing Corporation Green Plan incorporates five key strategies:

- Become a green organization by integrating green thinking and action into our strategic planning and daily operations;

- Protect the air and our lungs from harmful pollution by reducing energy use, improving indoor air quality and generating our own energy from clean, green sources;

- Protect our sources of clean water by using water wisely and reducing rain and snow runoff from Toronto Community Housing sites;

- Protect the Earth by reducing waste going to landfills and restoring the ecological health of our grounds by planting trees, gardens and native species; and

- Promote healthy communities by reducing exposure to toxic pollution, expanding community gardens, creating green jobs and opportunities for youth and making links to community partners.

The Contractor's contracts and subcontracts, and the purchasing that results from the Contractor's contracts and specifications shall reflect the priorities of and incorporate Toronto Community Housing's Green Plan strategies. Environmentally responsible purchasing involves evaluating potential purchases not just by standard criteria such as price and performance, but by environment criteria such as fewer toxics released into environment during production and use of the product, recycled content, packaging volumes and energy efficiency.

In order to increase the development and awareness of environmentally sound purchasing, acquisition of goods and services will ensure that, wherever possible, specifications are amended to provide for the expanded use of environmentally preferred products such as: durable products, reusable products, energy efficient products, low pollution products, products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content and products that provide minimal impact to the environment.

An environmentally preferred product (EPP) is one that is less harmful to the environment than the next best alternative and has the following characteristics (but is not limited to them). An EPP:

(a) reduces waste and makes efficient use of resources. An EPP would be a product that is more energy, fuel or water efficient, or that uses less paper, ink or other resource. Examples include energy efficient lighting and photocopiers capable of double-sided photocopying, or catering an event using biodegradable disposable tableware;

(b) is reusable or contains reusable parts. These are products such as rechargeable batteries, reusable building partitions and laser printers with refillable toner cartridges;

(c) is recyclable. A product will be considered EPP if local facilities exist that are capable of recycling the product at the end of its useful life;

(d) contains recycled materials. An EPP contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre;

(e) produces fewer polluting by-products and/or safety hazards during manufacture, use and disposal. An EPP product would be a non-hazardous product that replaces a hazardous product;

(f) has a long service-life and/or can be economically and effectively repaired or upgraded.

It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service does not undermine its overall performance.

Given the environmental and economic importance of infrastructure, environmentally responsible procurement principles should be applied to construction, design, processes, tendering and materials. Given that many environmentally preferred products and services could produce a variety of tangible benefits, full consideration should be given to the long-term and complete costs and benefits of environmentally responsible procurement.

In addition to products purchasing and building design, the Contractor shall incorporate Toronto Community Housing's Green Plan strategies into its own day-to-day activities, both on and off the site of the Project.

All of Toronto Community Housing activities, from purchasing to implementation, will be looked at with an environmental bottom line in mind. Toronto Community Housing will require all contractors and suppliers to contribute to the success of environmental initiatives, as a requirement in their contracts, from the time they are retained until the contract is completed.

11. HUMAN RIGHTS, HARASSMENT AND FAIR ACCESS POLICY

11.1 Preamble

Toronto Community Housing recognizes that contemporary Toronto is made up of many peoples and cultures, including Aboriginal Canadians. Toronto Community Housing is committed to providing an inclusive housing and working environment in which all individuals are equally valued and fairly treated. To achieve this, Toronto Community Housing is prepared to take pro-active measures to eliminate harassment and discrimination in accommodation, employment, delivery of services, and in all other contract arrangements.

11.2 Policy Statement

Toronto Community Housing will not tolerate, ignore, or condone any form of discrimination, harassment or barrier in employment, housing or contracting and delivery of its services. All employees, contractors, agents, tenants, Board Directors, volunteers and appointees who serve on committees established by Toronto Community Housing are bound by this policy in their dealings with Toronto Community Housing. They have a duty to actively promote and support human rights, to remove barriers to equality and to refrain from harassment and discrimination. Toronto Community Housing is committed to promoting a climate of understanding and mutual respect where each member of the Toronto Community Housing community is able to derive

benefits and to participate fully in the development and well being of the community. Accordingly, the Construction Manager confirms that it is an organization that upholds policies which prohibit discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship[1], creed or religion, sex, sexual orientation, same-sex partnership status, gender identity[2], age[3], marital status, family status, receipt of public assistance, political affiliation, disability or English-language proficiency.

12. COMMUNITY ECONOMIC DEVELOPMENT POLICY

Toronto Community Housing's Community Economic Development Policy is incorporated by reference into the Agreement and applies equally to the Contractor and any sub-contractors engaged in performing the Services, but only to the extent required by the Request for Proposal. The Contractor shall comply, and shall ensure that each of its sub-contractors complies with the Community Economic Development Policy to the same extent of the Contractor's obligations thereunder

Toronto Community Housing has a strong interest in providing economic development and employment opportunities to residents of the community as a result of the redevelopment of its housing. This includes a target of up to 20% of the employment arising from work related to the redevelopment Project. Toronto Community Housing acknowledges that the Contractor's Services may be highly specialized and technical, and local employment may not be available for certain job types. The Contractor may adhere to the Community Economic Development Policy by means other than local employment, such as providing mentoring or resources to tenants within Toronto Community Housing's communities or dedication of funds to one of Toronto Community Housing's tenant scholarship funds.

The Contractor and sub-contractors are expected to post their job openings through the Regent Park Employment Centre at 530 Dundas St. E., Toronto to ensure that Toronto Community Housing residents wishing to secure employment receive job information. Toronto Community Housing and its community partners are working on the premise that individuals can be identified who are "job-ready", qualified and available to work for the selected Contractor.

Reporting – The Construction Manager will provide quarterly reports to Toronto Community Housing on the number of Toronto Community Housing residents employed in connection with the Work which report will include the following information:

(a) identification of the reporting period;

(b) a listing of each Subcontractor by name for each reporting period;

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[1] Citizenship, permanent resident or refugee claimant status is one of the requirements for receiving "rent geared to income" subsidy.

[2] Gender identity: an individual's sense of being male or female which may or may not conform to his or her birth-assigned sex.

[3] Age means sixteen years or older who have removed themselves from parental control and are able to live independently.

(c) the total number of individuals retained on the Project by that Subcontractor; and

(d) the number of Toronto Community Housing residents retained by that Subcontractor.

13. TORONTO COMMUNITY HOUSING'S POLICIES

The Toronto Community Housing Policies shall be deemed to include all Toronto Community Housing policies, controls or procedures referenced in the Contract Documents, including, without limitation, all those stipulated in the Request for Proposal or included in any Request for Proposal Documents. The Contractor and any sub-contractors engaged in performing the Services shall adhere to any other Toronto Community Housing policy in effect from time to time. All Toronto Community Housing policies are posted on Toronto Community Housing's website, and it is the sole responsibility of the Contractor to review Toronto Community Housing's website to familiarize itself with Toronto Community Housing's policies. The Contractor shall comply, and shall ensure that each of its sub-contractors complies, with any other Toronto Community Housing policy to the same extent as the Contractor's obligations thereunder. In addition to any remedies provided for under such policy, the Contractor shall indemnify and save harmless Toronto Community Housing from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by Toronto Community Housing arising from the failure of the Contractor or any sub-contractor to comply with its obligations under such policy.

FAIR WAGE SCHEDULE
GENERAL CLASSIFICATIONS
2006

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
Security Guards (Basic & Night Watchperson)	Nov 1, 06	$9.01	4%	$0.40
Security Guards (Alarms, CCTV Control, etc.)	Nov 1, 06	$11.13	4%	$0.40
Security Guards (K-9 Unit)	Nov 1, 06	$13.86	4%	$0.40
Security Guards (Armed)	Nov 1, 06	$14.93	4%	$0.40
BUILDING CLEANING & MAINTENANCE				
Cleaner (Light Duty)	Nov 1, 06	$10.07	4%	$0.87
Cleaner (Heavy Duty)	Nov 1, 06	$11.66	4%	$0.87
Handyman/Woman (General Maintenance & Snow Removal)	Nov 1, 06	$14.58	4%	$0.55
Window Cleaners: Interior/Exterior	Nov 1, 06	$10.34	4%	$0.55
Ladder	Nov 1, 06	$13.25	4%	$0.40
High Rise	Nov 1, 06	$19.09	4%	$0.40
LANDSCAPING				
Labourers (New) (First 1200 hours only	Nov 1, 06	$20.85	10%	$6.84
Labourers (including sod roller operators)	Nov 1, 06	$23.50	10%	$6.84
Landscape Gardeners, Farm Tractors without excavating attachments fork lifts, truck drivers, load bearing boom truck Operators, machine driven tools on any other equipment that is operated by remote control.	Nov 1, 06	$23.65	10%	$6.84
Form setters, concrete finishers, landscape stone setters of all types, landscape brick setters, landscape irrigation, pipe layers, float drivers, reinforcing steelperson, drillers of all types, high pressure water equipment, small trenchers, mini-skid steel loaders, and all other similar small equipment	Nov 1, 06	$24.00	10%	$6.84
Drivers of Farm Tractor with pulverizing or fine grading equipment	Nov 1, 06	$24.80	10%	$6.84
Dozer & Loader Operator & Backhoe Operator	Nov 1, 06	$24.95	10%	$6.84
Grader Operator	Nov 1, 06	$25.05	10%	$6.84
GARAGE CONCRETE REPAIRS AND RESTORATION				
Carpentry and Hydro Demolisher	Nov 1, 06	$25.30	10%	$4.90
Skilled Workers	Nov 1, 06	$22.80	10%	$4.90
Unskilled Labourer	Nov 1, 06	$17.20	10%	$4.90

***FRINGE BENEFITS**

"Fringe Benefits" shall include such benefits as company pension plans, apprenticeship training, extended health care benefits, dental and prescription drugs, etc. It does NOT include payroll burden deductions such as C.P.P., E.H.T., W.S.I.B., E.I.C., etc.

***VACATION/HOLIDAY PAY**

FOR CONTRACTORS THAT DO NOT OFFER "BENEFITS" TO THEIR WORKERS, THE BENEFITS HOURLY RATE SHALL BE ADDED TO THE HOURLY RATE OR WEEKLY RATE AS SHOWN ABOVE.

The hourly wage rate in all categories will be at least the minimum wage specified under the Employment Standard Act.

FAIR WAGE SCHEDULE
*I.C.I. WORK
2006

* Industrial, Commercial, Institutional

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
Asbestos Mechanics	Nov 1, 06	$31.49	10%	$8.08
Asbestos Remover Beginner	Nov 1, 06	$13.00	10%	$5.08
Asbestos Remover/Mould Removers	Nov 1, 06	$23.25	10%	$5.08
Bricklayers & Stonemasons	Nov 1, 06	$33.20	10%	$7.60
Bricklayers Labourers	Nov 1, 06	$29.73	10%	$7.61
Builders Labourers	Nov 1, 06	$28.36	10%	$7.61
Carpenters	Nov 1, 06	$30.80	10%	$9.00
Cement (Finishers)	Nov 1, 06	$30.73	10%	$7.03
Cement (Masons)	Nov 1, 06	$30.73	10%	$7.03
Caulkers (Carpenters)	Nov 1, 06	$29.15	10%	$6.38
Combustion Mechanics (Boilermakers)	Nov 1, 06	$33.39	12%	$7.95
Concrete Labourers	Nov 1, 06	$28.74	10%	$7.61
Demolition Labourers	Nov 1, 06	$22.20	10%	$6.50
Demolition Qualified Burners (torchperson)	Nov 1, 06	$24.11	10%	$6.50
Drywall Taper (Plasterer)	Nov 1, 06	$33.55	10%	$5.08
Electrical Workers	Nov 1, 06	$33.13	13%	$8.01
Elevator Constructors	Nov 1, 06	$39.22	12%	$3.56
Formwork Labourers	Nov 1, 06	$28.74	10%	$7.61
Foreman Swamper	Nov 1, 06	$29.65	10%	$7.61
Glaziers	Nov 1, 06	$31.83	10%	$4.97
Iron Workers (Ornamental)	Nov 1, 06	$29.64	10%	$8.42
Iron Workers (Structural)	Nov 1, 06	$31.93	10%	$8.42
Jackhammer Operations Labourers	Nov 1,06	$28.74	10%	$7.61
Labourer-Cleaner (Sorter Labourer)	Nov 1, 06	$22.29	10%	$7.61
Landscape Irrigation Pipelayers	Nov 1, 06	$22.55	10%	$7.39
Landscape Labourers	Nov 1, 06	$22.05	10%	$7.39
Lathers (Drywall Acoustics, Boarders, Insulation)	Nov 1, 06	$31.00	10%	$6.98
Marble Masons	Nov 1, 03	$31.57	10%	$6.24
Marble & Tile Helpers	Nov 1, 03	$30.09	10%	$6.24
Millwrights	Nov 1, 06	$33.40	10%	$8.54
Mortarperson Labourers	Nov 1, 06	$29.73	10%	$7.61
Painters & Decorators	Nov 1, 06	$30.55	10%	$5.08
Pavement Markers - Labourers	Nov 1, 06	$20.00	10%	$2.10
Pavement Markers – Casual Labourers	Nov 1, 06	$17.00	10%	$5.04
Traffic Sign – Casual Labourers	Nov 1, 06	$20.00 $17.00	10%	$4.04 $4.44
Pit Miner Driller, Casissons & Wagon Driller	Nov 1, 06	$28.67	10%	$7.61
Plasterers' Labourers	Nov 1, 06	$27.25	10%	$5.96
Plumbers & Steamfitters	Nov 1, 06	$32.40	10%	$9.33
Refrigeration Mechanics	Nov 1, 06	$37.47	10%	$7.50
Resilient Floor Workers	Nov 1, 06	$29.79	10%	$7.29
Restoration Steeplejacks	Nov 1, 06	$27.63	10%	$3.21
Rod Installer	Nov 1, 06	$31.19	10%	$8.05
Roofer (Foreperson)	Nov 1, 06	$31.19	10%	$8.05
Roofer (Journeyperson)	Nov 1, 06	$32.75	10%	$5.75

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
Roofer (Material Handler)	Nov 1, 06	$31.49	10%	$5.75
Sheet Metal Workers	Nov 1, 06	$31.08	10%	$8.95
Sheeter/Decker Mechanic	Nov 1, 06	$30.08	10%	$8.95
Sheeter/Decker Assistant	Nov 1, 06	$26.61	10%	$8.12
Sheeter/Decker Material Handler	Nov 1, 06	$24.45	10%	$6.95
Sheeter/Decker: Probationary Employee	Nov 1, 06	$16.77	10%	$3.03
Sprinkler (Automatic Fire)	Nov 1, 06	$35.94	10%	$6.95
Tile & Terrazzo Mechanics	Nov 1, 06	$31.40	10%	$6.24
Tile & Terrazzo Helpers	Nov 1, 06	$30.09	10%	$6.24
Vibrator Labourers	Nov 1, 06	$29.65	10%	$7.61
Watchperson & Flagperson when Labourers are employed as Watchperson	Nov 1, 06	$26.36	10%	$7.61
Waterblasters	Nov 1, 06	$27.05	10%	$5.96
Waterproofers	Nov 1, 06	$30.45	10%	$7.39
Welders (Acetylene, Electric, etc.)	Same rate as the highest trade with whom they are working.			
Welder (Certified)	Nov 1, 06	$29.13	10%	$5.84
Working Foreman/Woman	Nov 1, 06	$30.48	10%	$5.84
TRUCK DRIVERS CLASSIFICATIONS				
Class #1- Warehouse and storekeeper, float truck and trailer load bearing boom truck, haulpick driver	Nov 1, 06	$28.49	10%	$7.05
Class #2 - Ready mix, euclid type, DW 20 & 21 rear end, ejectors, and belly dumps, farm tractor, driver with 5th wheel hook up, ready mix	Nov 1, 06	$28.44	10%	$7.05
Class #3 - Dumpcrete, fork lift driver, 5 ton and over in warehouse, compound and storage area	Nov 1, 06	$28.39	10%	$7.05
Class #4 - Dump Truck, service trucks, flat and stake trucks, fuel trucks, bulk lift, form tractor operators, warehouse helper, fork lift driver and 5 tons	Nov 1, 06	$28.34	10%	$7.05
FOREMAN/WOMAN: $1.00/hour over all Class Rates. **DRIVERS HOURS OF WORK**: ICI - 40 hours **SITE PREPARATION**: 45 hours				
GENERAL CONTRACTORS SECTIONS				
1.1. (A) Engineers operating: cranes with a manufacturer's rating of 200 ton capacity and over	Nov 1, 06	$32.93	10%	$8.98
1.1 (B) Engineers operating: cranes with a manufacturer's rating of 100 ton capacity and up to 199 ton capacity, skyway, climbing, G.C.I., hammerhead and kangaroo type cranes	Nov 1, 06	$32.47	10%	$8.98
1.2 (A) Engineers operating: all conventional and hydraulic type cranes, save and except those ser out in Article 1.1 above, 15 ton capacity and over boom truck, clmas, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson, boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists of manual friction and brake type, and all similar equipment, dredges- suction and dipper,	Nov 1, 06	$31.73	10%	$8.98

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic scooper. Heave duty mechanics, qualified welders and 2nd Class Stationary Engineers. Mobile pumpcrete with 42 meter boom and over.				
1.2 (B) Pitman type cranes of 10 ton capacity and over	Nov 1, 06	$31.25	10%	$8.98
1.3 Operators of: air tuggers used for installation of vessels, tanks machinery and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12-stories and under not of a manual friction and brake type; elevators except as set out in Article 1.6, mono-rails, bullmoose type, equipment of 5-ton capacity or over; air compressor feeding low pressure into air locks, tunnel mole, 3rd Class Stationery Engineers. Mobile pumpcrete save and except those listed in 1.2 (A) above.	Nov 1, 06	$30.77	10%	$8.98
1.4 Operators of: bulldozers (including 815 type) tractors, scrapers, graders, emcos, overhead and front-end loaders side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment. Pitman type cranes under 10-ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole diggers, and Dinky locomotive type engines. 4th Class Stationery Engineers. Kubota type backhoe and skid steer loader.	Nov 1, 06	$30.61	10%	$8.98
1.5 Operators of: batching and crushing plants, 6” discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generator over 50 HP (portable), fork lifts over 8’ lifting height, air tuggers except those in Group 1.3, Caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps, signal person	Nov 1, 06	$28.27	10%	$8.98
1.7 (A) Operators of: Pumps under 6” discharge where 3 or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendant for forced air, gas or oil burning temporary heating units of 500,000 BTU’s or over per hour, or 5 or more on the same job site. Oilers, oil-drivers, and mechanics helpers	Nov 1, 06	$26.08	10%	$8.98
1.7 (B) 1st Year Oilers	Nov 1, 06	$25.74	10%	$8.98
Surveyors:				
Instrument Person	Nov 1, 06	$28.00	10%	$8.98
Senior Rodperson	Nov 1, 06	$25.34	10%	$8.98
Junior Rodperson	Nov 1, 06	$22.66	10%	$8.98

HOURS OF WORK AND OVERTIME

(A) For building Construction (Operating Engineers)

Eight (8) hours/day, 40 hours/week, Monday to Friday, inclusive, time and one-half of the regular day shift rate shall be paid for the first hour of overtime; all work in excess of hours noted & Saturday and Holidays, double the regular day shift rate.

(B) Excavations, Site Preparation, Sewers and Watermains

Site preparation shall mean the excavating of ground to sub-grade level and shall not include pile-driving, drilling, boring ductwork or tunnel work.

Ten (10) hours/day, 50 hours/week, Monday to Friday inclusive

IRON WORKERS

(Structural, architectural): includes Rivetters, Riggers, Heaters, Sash Erectors and Machinery Movers.

***FRINGE BENEFITS**

"Fringe Benefits" shall include such benefits as company pension plans, apprenticeship training, extended health care benefits, dental and prescription drugs, etc. It does NOT include payroll burden deductions such as C.P.P., E.H.T, W.S.I.B., E.I.C., etc.

***VACATION/HOLIDAY PAY**

FOR CONTRACTORS THAT DO NOT OFFER "BENEFITS" TO THEIR WORKERS, THE BENEFITS HOURLY RATE SHALL BE ADDED TO THE HOURLY RATE OR WEEKLY RATE AS SHOWN ABOVE.

The hourly wage rate in all categories will be at least the minimum wage specified under the Employment Standard Act.

FAIR WAGE SCHEDULE
RESIDENTIAL WORK
2006

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
Asbestos Mechanics	Nov 1, 2006	$29.92	10%	$8.08
Bricklayers: High Rise	Nov 1, 2006	$31.54	10%	$7.60
Bricklayers: Low Rise	Nov 1, 2006	$31.54	10%	$7.60
Carpenters: High Rise	Nov 1, 2006	$29.26	10%	$6.06
Carpenters: Low Rise	* see note on page 5			
Carpenters: Low Rise Trim				
Combustion Mechanics (Boilermakers)	Nov 1, 2006	$31.72	12%	$7.95
Drywall Taper (Plasterer)	Nov 1, 2003	$29.45	10%	$9.79
Electrical Workers (House Wiring)	Nov 1, 2006	$29.45	10%	$8.01
Elevator Constructors	Nov 1, 2006	$37.26	12%	$3.56
Glaziers	Nov 1, 2006	$30.24	10%	$4.97
Iron Workers (Ornamental & Structural)	Nov 1, 2006	$28.16	10%	$8.42
Labourer (Apartments)	May 1, 2003	$21.16	10%	$5.41
Labourer (Houses)	May 1, 2003	$20.03	10%	$5.17
Landscape Labourer (Housing Low Rise – New Construction Only)	Nov 1, 2006	$20.95	10%	$7.39
Marble Mason: Tile Layer	Nov 1, 2006	$27.50	10%	$3.80
Lathers & Boardperson & Insulation Person	Nov 1, 2006	$29.45	10%	$9.79
Painter & Decorator	Nov 1, 2006	$29.02	10%	$5.08
Plumbers: High Rise	Nov 1, 2006	$33.25	10%	$9.07
Plumbers: Low Rise	Nov 1, 2006	$30.86	10%	$7.40
Refrigeration Mechanics	Nov 1, 2006	$35.60	10%	$7.50
Resilient Floor Workers	Nov 1, 2006	$27.50	10%	$5.73
Restoration Steeplejacks	Nov 1, 2006	$26.53	10%	$3.21
Sheet Metal Workers: (High Rise)	May 1, 2003	$26.53	10%	$4.18
Sheet Metal Workers: (Low Rise)	May 1, 2003	$25.90	10%	$4.18
Sprinkler (Automatic Fire)	Nov 1, 2006	$30.16	8%	$2.13
CONCRETE & DRAIN SECTION				
Concrete & Drain Worker (Labourer) (Low Rise)	May 1, 2003	$22.80	10%	$5.29
Pipelayer (Low Rise)	May 1, 2003	$23.70	10%	$5.29
Cement Finisher (Low Rise)	Nov 1, 2006	$28.79	10%	$6.75
Carpenter: Formsetter ***(See Note 1)**	Nov 1, 2006	$29.26	10%	$6.75
Combination Skilled Worker ***(See Note 2)**	May 1, 2003	$24.61	10%	$5.29
Drivers of Trucks				
(Under 10,000 GVW)	Nov 1, 2006	$24.46	10%	$5.60
Drivers of Trucks				
(Over 10,000 GVW)	Nov 1, 2006	$24.94	10%	$5.60
Working Foreperson (Low Rise)	May 1, 2003	$26.41	10%	$5.29

***NOTE 1**: It is expressly understood that the Carpenter/Formsetter rate will apply only to those employees able to set grades for concrete, lay drains, finish concrete, and actually cutting and installing formwork for stairways, landings, balconies, verandas and fireplaces. (Not applicable to setting door window or window sills, garage floor bulkheads, sidewalk or deck forms)

***NOTE 2**: The category of Combination Skilled Worker applies to an Employee who is skilled and actually performs pipelaying, cement finishing and carpenter, formsetter work

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
CONCRETE FORMING (RESIDENTIAL HIGH RISE)				
Form Builder-Setters Carpenter	May 1, 2003	$26.60	10 %	$5.43
Reinforced Concrete Workers:				
Persons engaged in placing reinforcing steel bars; Concrete Finishers; Form Builder Setter Improvers; Pre-Stress Concrete Cable Places and Installers; Post-Tensioning Concrete Cable Placers and Installers	May 1, 2003	$26.32	10 %	$5.43
Form Helpers	May 1, 2003	$24.79	10%	$5.43
Layout Person	May 1, 2003	$27.05	10%	$5.43
Working Foreperson	Minimum rate of one dollar ($1.00) per hour more than the prevailing rate of the people supervised in that classification			
Working Crew Leader	May 1, 2003	$30.33	10%	$5.29
Form Setter	Nov 1, 2006	$29.45	10%	$6.75
Form Setter Helper	Nov 1, 2006	$28.50	10%	$6.75
Labourer	Nov 1, 2006	$26.84	10%	$6.75
Brush Coat Leader	Nov 1, 2006	$29.21	10%	$6.75
Brush Coater	Nov 1, 2006	$28.26	10%	$6.75
Steel Installer	May 1, 2003	$26.72	10%	$5.29
OPERATING ENGINEERS				
Class 1 Engineers operating shovels, backhoes, hoptoes, draglines, gradalls, tower hoist (brake & friction type) cranes, Pittman (10 ton capacity and over) & similar equipment. Heavy duty mechanics and welders, survey instrument person, self-propelled drills and truck mounted drills	Nov 1, 2006	$28.41	10%	$8.30
Class 2 Operators of bulldozers, tractors, scrapers, emcoes, graders, overhead loaders, front-end loaders, fork-lifts, Pitman type cranes under 10 ton capacity, industrial tractors with excavating attachments and compressor operators	Nov 1, 2006	$28.49	10%	$8.30
Class 3 Operators of person and material hoists on residential highrise buildings, senior rodperson, tuggers	Nov 1, 2006	$27.18	10%	$8.30
Class 4 Operators of material hoists (with remote control) on residential highrise buildings	Nov 1, 2006	$26.69	10%	$8.30
Class 5 Oiler-gradeperson and oil-drivers, mechanic's helpers and serviceperson, bobcat and kubota type backhoe operators, junior rodperson, utility operators, compaction equipment	Nov 1, 2006	$25.55	10%	$8.30
FORMWORK	Applicable to Residential High-Rise Concrete Forming Work			
Operating Engineers				
Class 1 Engineers operating shovels, backhoes, hoptoes, draglines, gradeall, tower hoist (brake & friction type), cranes pitman (10 ton capacity & over) & similar equipment, heavy duty mechanics & welders, survey instrument man, self-propelled drills & truck mounted drills	May 1, 2003	$21.18	10%	$4.70

TRADE	EFFECTIVE DATE	HOURLY RATE	*VACATION AND HOLIDAY PAY	*FRINGE BENEFITS
Class 2 Operators of bulldozers, tractors, emcoes, graders, overhead loaders, front end loaders, fork lifts, Pitman type cranes under 10 ton capacity, industrial tractors with excavating attachments and compressor operators	May 1, 2003	$20.72	10%	$4.70
Class 3 Operators of man and material hoists on residential highrise buildings, senior rodman, tuggers	May 1, 2003	$18.47	10%	$4.70
Class 4 Operators of material hoist (with remote control) on residential high rise buildings	May 1, 2003	$17.57	10%	$4.70

***NOTE: A number of the rates as set out in this schedule are subject to change as a result of current contract negotiations within the construction sector.**

These rates will be updated accordingly once those negotiations have been completed.

IRON WORKERS

(Structural, architectural): includes Rivetters, Riggers, Heaters, Sash Erectors and Machinery Movers.

***BENEFITS**

"Benefits" means a pension plan or RRSP's (or equivalent), major medical plans, and dental plans.

***vacation/holiday pay**

FOR CONTRACTORS THAT DO NOT OFFER "BENEFITS" TO THEIR WORKERS, THE BENEFITS HOURLY RATE SHALL BE ADDED TO THE HOURLY RATE OR WEEKLY RATE AS SHOWN ABOVE.

The hourly wage rate in all categories will be at least the minimum wage specified under the Employment Standard Act.

APPENDIX 2.7

TORONTO COMMUNITY HOUSING

HEALTH AND SAFETY POLICY STATEMENT

Toronto Community Housing

Health and Safety Policy Statement

Toronto Community Housing and its subsidiaries are committed to working together at all levels to create and maintain a healthy and safe work environment that addresses risks to the physical and mental wellness of all employees.

The Board and CEO shall ensure that appropriate resources are provided to create, manage and support a leading organization in health and safety.

The CEO shall ensure that appropriate systems are in place to meet and strive to exceed applicable legislative requirements, and shall provide the Board with information to facilitate their monitoring of the company's health and safety program.

Managers and supervisory staff shall be responsible for compliance with the Occupational Health and Safety Act and related legislation, policies and guidelines within their area of responsibility. This includes the ongoing education, instruction and training employees must receive about the potential hazards of the work.

Employees have a corresponding obligation and duty to apply the training and instruction received to comply with health and safety policies for their own protection and the protection of others.

All workers, including suppliers and contractors, must comply with applicable statutes and the company's health and safety policies and guidelines.

Len Koroneos
Chief Executive Officer
(interim)

April 28, 2011

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY (WITH NO AMENDMENTS)
IF INSURANCE IS PLACED IN PRIMARY AND EXCESS LAYERS, FILE SEPARATE CERTIFICATES FOR EACH

CERTIFICATE OF INSURANCE

APPENDIX 3 (To be completed by insurer (or broker) and delivered to Toronto Community Housing)

Project Number: RFP 19/11	Name of Company (Supplier):	Contract or Project to which this certificate applies. CONSTRUCTION MANAGEMENT SERVICES- 589 KING ST. E., TORONTO (WEST DON LANDS)
Address of Insured (including Street Name, City, Province and Postal Code)	Telephone No. ( )	Fax No: ( )
Name of Insurance Company (including Street Name, City, Province and Postal Code)		

This is to certify, that the insured set forth, is insured with the Insurance Company, which insurance is described below:

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE Mon. / Day / Year	EXPIRY DATE Mon. / Day / Year	LIMITS OF LIABILITY Bodily Injury & Property Damage - Inclusive
Commercial General Liability				$

Commercial General Liability – Including Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employer's Liability, Cross Liability Clause and Severability of Interest Clause.

Motor Vehicle Liability				$

Motor Vehicle Liability - must cover all vehicles owned, leased or operated by, or on behalf of the Insured.

Toronto Community Housing and Toronto Housing Company Inc. are added to the above described, contract or project, as additional insured under the Commercial General Liability Policy, but only with respect to its interest in the operations of the named insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the insured named above and are in force at this time. It is further warranted that there are no conditions in any of the above policies that would invalidate coverage for the above contract.

If cancelled or any material change in any manner, that would affect the Toronto Community Housing as outlined in coverage specified herein for any reason, so as to affect the above policies, thirty (30) days prior written notice by registered mail will be given by the insurer(s) to the:

TORONTO COMMUNITY HOUSING
ATTENTION: MANAGER, STRATEGIC PROCUREMENT UNIT
931 YONGE ST. 6TH FLOOR
TORONTO, ONTARIO, M4W 2H2

This certificate is executed and issued to the aforesaid Toronto Community Housing, the day and date herein written below.

Name of Insurance Company (or broker)	Name of Representative or Official Authorized (Please Print)
Signature of Authorized Representative or Official	Date:
Telephone ( )	Fax Number ( )

APPENDIX 4

NOTICE OF NO BID

Toronto Community Housing

Note: This document can be faxed to our offices at 416-981-4111
Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time, if you are unable or do not wish to bid on this Request for Proposal/Tender/Bid.
Please remember to include Proposal/Tender/Bid No. at right.

Request for Proposal/Tender/Bid No.

RFP 19/11 – For a Construction Manager for the Construction of 589 King Street East, Toronto

A Proposal/Tender/Bid is not being submitted for the following reason(s):

- ☐ We do not manufacture/supply the required goods/services
- ☐ We do not manufacture/supply to stated specifications
- ☐ Specification/information are not sufficiently defined
- ☐ Quantity too small
- ☐ Quantity too large
- ☐ Quantity beyond our production capacity
- ☐ Cannot meet packaging requirements
- ☐ Cannot handle due to present plant loading
- ☐ Cannot obtain raw materials in time to meet delivery requirements
- ☐ Cannot meet delivery requirements
- ☐ Cannot quote/tender a firm price at this time
- ☐ Insufficient time to prepare quotation/tender
- ☐ We are unable to competitively quote/tender at this time
- ☐ We do not have facilities to handle this requirement
- ☐ Licensing restrictions, (please explain)
- ☐ Agreements with distributors/dealers do not permit us to sell directly

☐ other reasons or additional comments:

I/We wish to quote/tender on similar goods/services in future ☐ Yes ☐ No	Authorized Company Official – Signature and Title	Date

This space for TCHC use	Firm Name Address City Province Postal Code