



**Toronto
Community
Housing**



Toronto Community Housing Corporation and Tridel Inc.

Request for Proposals

For

**Phase 2A Landscape Architectural Services
at Alexandra Park Redevelopment (Sites 1, 2, 3, 16N)**

Request for Proposals No.: **RFP AP18-03**

Issued: **August 7, 2018**

RFP Schedule: **Refer to Section 3.1.1**

Submission Deadline: **August 28, 2018, 11:00 a.m. local time**

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by the Toronto Community Housing Corporation (herein after referred to as “TCHC”) and Tridel Inc. (“Tridel”) to prospective proponents to submit proposals for the provision of **Landscape Architectural Services for the Alexandra Park Revitalization Phase 2A** as further described in Part 2 – The Deliverables (the “Deliverables”).

TCHC is the largest social housing provider in Canada and the second largest in North America. It is home to about 164,000 low and moderate income tenants in 58,500 house-holds, including seniors, families, singles, refugees, recent immigrants to Canada and people with special needs.

Our portfolio includes more than 2,215 buildings including high, mid, and low-rise apartments, townhouses and houses. For more information on TCHC, please visit www.torontohousing.ca

More specifically, Alexandra Park is located in Downtown Toronto between Dundas Street West (northern boundary), Queen Street West (southern boundary), Cameron Street (eastern boundary) and Denison Avenue and Augusta Avenue (western boundaries). It is generally comprised of both TCHC and Atkinson Housing Co-operative tenants. As of July 2017, it also became home to new residents of the “SQ” market condominium building constructed as part of Phase 1a of the revitalization. The “SQ2” market condominium (Phase 1b of the revitalization) is currently under construction and is expected to be completed in summer 2019.

The Atkinson Co-op is a resident led housing co-operative that oversees the day-to-day management of 410 units in Alexandra Park owned by TCHC. TCHC owns and operates the remaining 396 units in 20 Vanauley and a four-plex on Augusta Avenue (both Phase 1 refurbished buildings) and 91 Augusta (a senior’s building in Phase 2). of the majority of the buildings located in the Phase 2 lands are currently occupied, and will remain occupied until they are demolished in phases and replaced with new buildings over the course of the revitalization.

In 2011, City Council approved a Master Plan for the Alexandra Park revitalization, and subsequently in 2012 and 2013 Official Plan and Zoning By-law Amendments were approved to implement the revitalization. Draft Plan of Subdivision approval was also granted in 2013.

In May 2017, TCHC and Tridel began the development of a revised vision for Phase 2 of the revitalization, which culminated in the submission of applications for Official Plan Amendment, Zoning By-law Amendment, Rental Housing Demolition and Draft Plan of Subdivision in December 2017. An Official Plan Amendment for all Phase 2 lands and a Zoning By-law Amendment for sites 1, 2, and 3 was approved on July 23 2018. CS&P Architects and SvN Architects + Planners have been retained for the provision of architectural services for Sites 1 and 2. TCHC & Deltera are seeking a consultant for the provision of Landscape Architecture Services for Sites 1,2, 3 and the north portion of Site 16.

For the purposes of this project ‘Deltera Contracting Inc.’ is acting as Construction Manager on behalf of Toronto Community Housing and Tridel and will be administering the RFP process.

For the purposes of this procurement process the ‘Deltera Contracting Inc.’ contact shall be:

Paul Cope
Development Manager
Tel: 416-649-2487

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for two separate agreements with TCHC and Tridel for the provision of the Deliverables in the form attached as Appendix A to the RFP (**Note: Appendix A will be provided in future by way of an Addendum to this RFP**). It is TCHC and Tridel's intention to each enter into the Form of Agreement based on that attached as Appendix A to the RFP with one (1) legal entity.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

TCHC and Tridel make no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. TCHC and Tridel may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

1.4 Accessibility for Ontarians with Disabilities Act, 2005 ("AODA")

TCHC and Tridel are committed to providing equal treatment to people for whom accessibility accommodations allow for the use and benefit of TCHC services in a manner that respects their dignity and that is equitable in relation to the broader public. As such, Vendors seeking to do business with TCHC and Tridel must strictly comply with the all applicable accessibility standards required by the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and its regulations while carrying out their obligations under any Agreement entered into with TCHC. Failure to comply with the AODA, may result in the immediate termination of any Agreements entered into with TCHC.

If requested, Vendors engaging in business with TCHC and Tridel shall provide documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the number of attendees. TCHC and Tridel reserves the right to require Vendors, at their own expense, to amend their accessibility policies, practices and procedures if they are not in compliance with the requirements of the AODA.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

The RFP is an invitation to submit offers for the provision of landscape architectural services with respect to Phase 2A of the Alexandra Park Revitalization.

Refer to Appendix E – RFP Particulars – Section A (The Deliverables).

2.2 Material Disclosures

Proponents should refer to Appendix E – RFP Particulars – Section B (Material Disclosures).

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

| | |
|---|--------------------------------|
| Issue Date of RFP | August 7, 2018 |
| Deadline for Questions | August 14, 2018 |
| Deadline for Issuing Addenda | August 21, 2018 |
| Submission Deadline | August 28, 2018 |
| Rectification Period | Three (3) Business Days |
| Selection and Notification of Preferred Proponent | September 7, 2018 |

The RFP timetable is tentative only, and may be changed by TCHC and/or Tridel at any time. Any changes to the RFP timetable will be issued by way of an addendum.

3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals must be submitted and date/time stamped by Reception at the following location by **NO LATER than 11:00:00 a.m. local time, August 28, 2018:**

**Deltera - located at Tridel's Head Office
4800 Dufferin Street, 2nd Floor Reception
Construction Entrance 'G'
Toronto, ON, M3H 5S9
Attention: Paul Cope**

Proponents shall submit **eight (8) hard copies and one (1) electronic PDF (on USB stick or CD)** of the assessable criteria and a copy of the 'Scope or Work' in a sealed package marked with the RFP title and number (see RFP cover) with the full legal name and return address of the proponent and with the Submission Deadline. **Proponents must initial the bottom of each page in the 'Scope of Work' in the space provided.**

Proponents shall submit **one (1) hard copy** of their pricing submitted on the 'Rate Bid Form' (provided in Appendix C) in an **independently sealed envelope.**

Do not submit or insert the 'Rate Bid Form' (or the monetary value of the bid) as part of the assessable criteria in either the hardcopy or electronic format. A hardcopy format of the 'Rate Bid Form' is to be submitted only in an independently sealed envelope.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

TCHC and Tridel will not be responsible for late submissions caused by traffic, weather, mechanical breakdown or courier issues. It is the sole responsibility of the proponent to ensure the bid submission is delivered, stamped and submitted before the prescribed deadline. Proposals received after the deadline will be deemed late and will not be considered even where a technical

issue outside the proponent's control caused the proposal to be submitted late. Late proposals will be returned to the proponent.

In the case of electronic bid submissions, TCHC and Tridel shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes / errors in filling the proposals that cause proponents to submit proposals after the deadline as specified in the RFP. Proposals received after the deadline will be deemed late and will not be considered even where a technical issue outside the proponent's control caused the proposal to be submitted late.

3.1.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in section 3.1.2. Any amendment should clearly indicate which part of the proposal the amendment is intended to replace.

3.1.5 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To affect a withdrawal, a notice of withdrawal must be sent to the Contact and must be signed by an authorized representative. TCHC and Tridel is under no obligation to return withdrawn proposals.

3.2 Stages of Proposal Evaluation

TCHC will conduct the evaluation of proposals in the following three (3) stages:

3.2.1 Stage I: Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that TCHC and Tridel issues its rectification notice to the proponent.

3.2.2 Stage II: Rated Criteria

Stage II will consist of a scoring by TCHC and Tridel of each qualified proposal on the basis of the rated criteria set out in Appendix E – RFP Particulars – Section C. **Respondents must achieve a score of at least 70% (84 out of 120 points) on the Related Experience and Design Excellence, and Understanding the Client categories before the Evaluation team will consider their Rate Bid Form.** Those proponents who do not score a minimum of 84 points in this stage will not be considered further.

3.2.3 Stage III: Pricing

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed. Each Proponent will receive a percentage of the total possible points allocated to price (80 possible points) by dividing that Proponent's price into the lowest bid price in that category. See Appendix E – RFP Particulars – Section E (Evaluation of Pricing).

3.2.4 Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added for each submission. TCHC will then negotiate with the proponent that received the highest score in accordance with Part 4.

3.3 Stage I – Mandatory Requirements, Submission and Rectification

3.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Rate Bid Form (Appendix C)

Each proponent must include a Rate Bid Form (Appendix C) completed according to the instructions contained in the form as well as the following instructions:

- (a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for **HST**, which should be itemized separately; and
- (b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to TCHC and Tridel, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

3.3.4 Reference Form (Appendix D)

Each proponent must complete the Reference Form (Appendix D) and include it with its proposal.

3.3.5 Other Mandatory Requirements

N/A

3.3.6 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.4 Stage II – Evaluation of Rated Criteria

Proponents should refer to Appendix E – RFP Particulars – Section D (Rated Criteria) for a breakdown of the Rated Criteria.

3.5 Stage III – Evaluation of Pricing

Proponents should refer to the Rate Bid Form at Appendix C and Appendix E – RFP Particulars – Section E (Evaluation of Pricing).

3.6 Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, all scores from Stage II and Stage III will be added together and TCHC will follow the selection process set out in Section 3.2.4, above.

3.7 Tie Score

In the event of a tie score, the selected proponent will be determined by way of a vote of the representatives from TCHC and Tridel who evaluated the proponents in Stage II & III.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 TCHC and Tridel's Information in RFP Only an Estimate

TCHC and Tridel and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

4.1.4 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.1.5 Mathematical Errors in Submission

Where there is a discrepancy in the Proponent's quoted price between the unit price amount and the total price amount, the unit price amount shall prevail.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the Contact shall be deemed to be received once the email has entered into the Contact's email inbox. No such communications are to be directed to anyone other than the Contact.

TCHC and Tridel is under no obligation to provide additional information, and TCHC and Tridel shall not be responsible for any information provided by or obtained from any source other than the Contact.

It is the responsibility of the proponent to seek clarification from the Contact on any matter it considers to be unclear. TCHC and Tridel shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If TCHC and Tridel, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by TCHC and Tridel. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, TCHC and Tridel may at its discretion extend the Submission Deadline for a reasonable amount of time.

4.2.4 Technical Problems Causing Late Submission

TCHC and Tridel shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes / errors in filling the proposals that cause proponents to submit proposals after the deadline as specified in the RFP. Proposals received after the deadline will be deemed late and will not be considered even where a technical issue outside the proponent's control cause the proposal to be submitted late. Late proposals will be returned to the proponent.

4.2.5 City of Toronto Shared Procurement

TCHC and Tridel may upon request, agree to permit other publically funded organizations within the City of Toronto to purchase against any Contract which may result from this RFP. The City reserves the right to add or delete City Agencies, Boards, Commissions and Corporations (ABCC's) and / or delivery locations during the Term of the Contract.

4.2.6 Verify, Clarify and Supplement

When evaluating responses, TCHC and Tridel may request further information from the proponent or third parties in order to verify clarify or supplement the information provided in the proponent's proposal. TCHC and Tridel may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.7 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

4.2.8 Proposal to Be Retained by TCHC and Tridel

TCHC and Tridel will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive an invitation to enter into direct contract negotiations with TCHC and Tridel.

4.3.2 Timeframe for Negotiations

TCHC and Tridel intends to conclude negotiations with the top-ranked proponent within five **(5) business days** commencing from the date TCHC and Tridel invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of TCHC and Tridel or the proponent. Negotiations may include requests by TCHC and Tridel for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by TCHC and Tridel for improved pricing from the proponent.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between TCHC and Tridel and the selected proponent.

4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted five **(5) days**, TCHC and Tridel may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, TCHC and Tridel may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, TCHC and Tridel may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until TCHC and Tridel elects to cancel the RFP process.

4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between TCHC and Tridel and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.3.8 Bid Protest Procedure

If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the Contact within sixty (60) days of notification of award, and TCHC and Tridel will respond in accordance with its bid protest procedures.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

TCHC and Tridel may disqualify a proponent for any conduct, situation or circumstances, as solely determined by TCHC and Tridel that constitutes a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.3 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Contact.

4.4.4 No Lobbying

A proponent may not in relation to 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 their proposal, directly or indirectly, with any director, officer, employee or other representative of TCHC or of the City of Toronto, except as expressly directed or permitted by the RFP.

4.4.5 Illegal or Unethical Conduct

Proponents shall not engage in any illegal or unethical bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents that are in any way affiliated with another proponent seeking to submit a proposal must disclose such affiliations, including ownership, management or contractual agreements. TCHC and Tridel, in its sole discretion, may prohibit affiliated proponents from submitting proposals for the same RFP. Proponents shall not engage in lobbying or any unethical conduct, including inappropriate communications, offers of gifts to TCHC employees, officers or board members, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process.

4.5 Confidential Information

4.5.1 Confidential Information of TCHC and Tridel

All information provided by or obtained from TCHC or Tridel in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the property of TCHC and Tridel and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from TCHC and Tridel; and
- (d) shall be returned by the proponents to TCHC and Tridel immediately upon the request of TCHC and Tridel.

4.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by TCHC and Tridel. The confidentiality of such information will be maintained by TCHC and Tridel, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that TCHC is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning proponent through a Freedom of Information request. Furthermore, proponents are advised that their proposals will, as necessary, be disclosed

on a confidential basis, to TCHC and Tridel's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Contact.

4.6 Procurement Process Non-binding

4.6.1 No Contract and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor TCHC or Tridel shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.6.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and TCHC and Tridel by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.6.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

4.6.4 Disqualification for Misrepresentation

TCHC or Tridel may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.6.5 References

TCHC and Tridel's evaluation may include information provided by the proponent's references

4.6.6. Cancellation

TCHC or Tridel may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

4.7.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

4.8 Performance Reviews:

The Services to be provided by the Vendor will be subject to periodic review under TCHC's performance evaluation program to ensure that the Services are performed in accordance with the contracted specifications, TCHC's policies. The results of the reviews will be shared with the Shareholder's and other City of Toronto Agencies' purchasing departments. Performance records shall be maintained and shall be considered in future procurement decisions. Poor performance may result in suspension from participation in TCHC projects in accordance with TCHC's Vendor Disqualification Protocol.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

To be provided in future by way of Addendum to this RFP.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

| | |
|--|--|
| Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary. | |
| Full Legal Name of Proponent (Company): | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (If Any): | |
| RFP Contact Person and Title: | |
| RFP Contact Phone: | |
| RFP Contact Fax Number: | |
| RFP Contact Mobile Number: | |
| RFP Contact E-mail: | |

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until TCHC and Tridel have executed a written contract with the selected proponent.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

| FORM | INITIAL TO ACKNOWLEDGE |
|------------------------|------------------------|
| Submission Form | → |
| Rate Bid Form | → |
| Reference Form | → |

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The proponent has read and accepted all addenda issued by TCHC and Tridel prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers on the following line:

→ _____ . If no addenda were issued, write out the word "None"

6. Policies

The proponent has read, understood and agrees to comply with the policies, practices and statements found on TCHC’s website at the following link:

http://www.torontohousing.ca/business_opportunities

7. Prohibited Conduct

Proponent declares that it has not engaged in any conduct prohibited under section 4.4.

8. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having access to confidential information of TCHC or Tridel in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of TCHC or Tridel and have ceased that employment within twelve (12) months prior to the Submission Deadline:

| |
|--|
| Name of Individual: |
| Job Classification: |
| Department: |
| Last Date of Employment with TCHC or Tridel: |
| Name of Last Supervisor: |
| Brief Description of Individual's Job Functions: |
| Brief Description of Nature of Individual's Participation in the Preparation of the Proposal: |

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide TCHC and Tridel with additional information from each individual identified above in the form prescribed by TCHC and Tridel.

9. Disclosure of Information

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

| | |
|----------------------|---------------------------------------|
| → _____ | → _____ |
| Signature of Witness | Signature of Proponent Representative |

| | |
|-----------------|----------------|
| → _____ | → _____ |
| Name of Witness | Name and Title |

Date:

I have authority to bind the proponent and attest to the accuracy of the information provided in this proposal.

Executed under the seal shown below, with the intent that such execution take effect as a deed.



APPENDIX C – RATE BID FORM

Appendix C must be submitted in a separate sealed envelope clearly labelled “Appendix C – Rate Bid Form” with the Proponent’s name. Only those who have qualified under stage I and II of the evaluation process will have their pricing reviewed. Note that separate drawing packages will need to be prepared for the market and rental portions of the building. Please provide a price for each. **Note that the price will be scored based on the combined price of all sites (1,2,3,16N) as well as the design of streetscape within the public right-of-ways.**

Please note that Appendix C Rate Bid Form consists of one (1) separate Rate Bid Form:

| Item Description | Site 1 (Market Building) | Site 2 (TCHC Rental Building) | Site 3 (TCHC Towns) | Site 16N (TCHC Towns) |
|---|-----------------------------|----------------------------------|------------------------|--------------------------|
| Schematic Design | | | | |
| Streetscape Sections/ Response to Urban Design Guidelines (Upset Maximum) | | | | |
| Site Plan Approval | | | | |
| Day Care Outdoor Space Design | N/A | | N/A | N/A |
| Design Review Panel Meetings | | | | |
| Community Meetings | | | | |
| Marketing Materials | | N/A | N/A | N/A |
| Design Development | | | | |
| Construction and Tender Documents | | | | |
| Field Review/ Construction Administration | | | | |
| Disbursements (upset maximum) | | | | |
| TOTAL BID | | | | |

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services similar to those requested in the RFP from the proponent in the last 5 years.

| | | |
|---|-----------------|--|
| Project # 1 Title | | |
| Project Location | | |
| Date of Project Completion | | |
| Description of Project & Scope of Services | | |
| Consulting Fee at Award | | |
| Consulting Fee at Completion | | |
| Explanation if project fees were 10% above/below original budget | | |
| Was project on schedule? Provide explanation if project was behind schedule | | |
| Project Manager/Owner Information | Company Name | |
| | Company Address | |
| | Contact Name | |
| | Contact Email | |
| | Contact Phone # | |

Reference #1

Reference #2

| | | |
|---|-----------------|--|
| Project # 2 Title | | |
| Project Location | | |
| Date of Project Completion | | |
| Description of Project & Scope of Services | | |
| Consulting Fee at Award | | |
| Consulting Fee at Completion | | |
| Explanation if project fees were 10% above/below original budget | | |
| Was project on schedule? Provide explanation if project was behind schedule | | |
| Project Manager/Owner Information | Company Name | |
| | Company Address | |
| | Contact Name | |
| | Contact Email | |
| | Contact Phone # | |

Reference #3

| | | |
|---|-----------------|--|
| Project # 3 Title | | |
| Project Location | | |
| Date of Project Completion | | |
| Description of Project & Scope of Services | | |
| Consulting Fee at Award | | |
| Consulting Fee at Completion | | |
| Explanation if project fees were 10% above/below original budget | | |
| Was project on schedule? Provide explanation if project was behind schedule | | |
| Project Manager/Owner Information | Company Name | |
| | Company Address | |
| | Contact Name | |
| | Contact Email | |
| | Contact Phone # | |

APPENDIX E – RFP PARTICULARS

A. PARTICULARS

The Proponent shall provide the services specified in the Schedule A (The Deliverables).

1. Project Timing

The successful proponent should be prepared to start work immediately following notification of an accepted proposal and having executed a contract.

The landscape architect should assume regular meetings, the frequency of which will vary during the various phases but will not exceed once a week.

The landscape architect should also assume a minimum of two design workshops with residents of Alexandra Park.

The tentative project schedule for the first six months following contract execution is as follows:

- Schematic Design Start: September 2018
- Marketing Drawings Start: September 2018
- SPA Drawings Start: October 2018
- SPA Submission: December 2018
- Design Development Start: December 2018

The expect project schedule will be refined after the proponent has been selected.

2. The following documents are provided to assist proponents in this RFP:

Schedule B – List of Subconsultants

Complete this schedule, supplying the information requested on the schedule. If no subcontractors will be used on this project, Print “Own Forces” on the first page and submit that page with your submission.

Schedule C – Occupational Health and Safety Performance Record

Complete this schedule, supplying the information requested on the schedule. Submit that page with your submission.

Schedule D – Community Economic Development

Proponents must complete Schedule D, providing a description of how they intend to contribute to the Community Economic Development component of the project, through internship/employment opportunities or other measures. This is a mandatory requirement and proponents will be required to implement their proposal, subject to consultation with TCH and Tridel.

B. MATERIAL DISCLOSURES

1. Insurance Coverage Requirements:

Upon award of the Contract, the Successful Proponent shall, at its own expense, obtain and maintain the required insurance throughout the term of the Contract. Such insurance hereunder shall remain in full force and effect for the term of the Contract.

The Successful Proponent must produce, upon request by TCHC or Tridel, confirmation pursuant to this section, as applicable. Failure to comply within seven (7) business days of the request by TCHC or Tridel may result in contract termination.

The *Successful Proponent* hereby agrees to put in effect and maintain for the duration of this Contract, at its own cost and expense, with insurance companies licensed to do business in the Province of Ontario, all the necessary and appropriate insurance that a prudent person in the business of the *Successful Proponent* would maintain, including, but not limited to, the following:

1. Commercial General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million (\$5,000,000) dollars per occurrence. General Liability Insurance shall be in the name of the Successful Proponent and TCHC and its Subsidiaries shall be named as an additional insured under such policy. The Party responsible for a specific claim under this policy shall be responsible for the deductible. This policy is to include:
 - contractual liability coverage;
 - cross-liability clause; and
 - employer's liability coverage.
2. Professional Liability Insurance for errors and omissions in the performance or failure to perform the professional services, in the amount of not less than five million (\$5,000,000) dollars or as otherwise set out in the tender call documents.

Such coverage shall continue and remain in full force and effect throughout the warranty period of the Project.

General Liability Insurance:

The limits of this insurance shall be for an amount not less than \$5,000,000 per occurrence for bodily injury and property damage, including loss of use thereof, with a deductible of not more than \$1,000. General Liability Insurance shall be in the name of the Proponent and TCHC and Tridel and its Subsidiaries shall be named as an additional insured under such policy. The Party responsible for a specific claim under this policy shall be responsible for the deductible.

2. Workplace Safety and Insurance Board (WSIB):

Upon award of the Contract, the Successful Proponent shall provide the required WSIB Certificate throughout the term of the Contract.

The Consultant must be registered with the Workplace Safety and Insurance Board ("WSIB") as an Employer and must maintain registration as an Employer with the WSIB for the duration of this agreement. The Consultant shall provide TCHC a valid copy of a current WSIB Clearance Certificate and agrees to provide valid clearance certificates for the duration of this Agreement. The Consultant shall provide TCHC with a new clearance certificate no later than seven (7) days before the expiration of the most recent clearance certificate provided to TCHC.

C. EVALUATION

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Proponents must achieve a score of at least **70 % (84 out of 120) on the Design Excellence, Understanding the Client and Relevant Experience categories before the Evaluation Team will consider their Fee Component.** Those Proponents who do not score a minimum of 84 points will not be considered further.

Stage II will consist of an evaluation of the rated criteria to determine the high score based on the following criteria: Design Excellence, Understanding the Client, Relevant Experience & Client References.

Stage III will consist of a further evaluation of rate bid form (Fee Component).

The following is an overview of the categories and weighting for the rated criteria of the RFP.

| Rated Criteria (Stage II) and Pricing (Stage III) Categories | Points | Notes |
|---|-------------------|---|
| 1. Design Excellence | 60 Points | Minimum Threshold to be considered for Stage III 70% (84 out of 120) |
| 2. Understanding the Client | 30 Points | |
| 3. Relevant Experience & Client References | 30 Points | |
| 4. Appendix C – Rate Bid Form (Stage III) | 80 Points | |
| Total Points (Stage II & III) | 200 Points | The highest ranked proponent will enter into contract negotiation with TCHC/Tridel. |

D. RATED CRITERIA

The proponents are asked to provide a written proposal on company letterhead outlining the anticipated process that will be taken to complete the project. The proposal should address the following:

Design Excellence (60 points)

The proposal should clearly outline the following:

- The company's design vision, especially as it relates to landscaping in dense urban environments, including courtyard design and streetscaping in the public right-of-way.
- The design approach with an emphasis on design innovation and integrative design with respect to planting, materiality and detailing.
- The ability to respond to the needs to the community in both affordable housing and market condominium contexts. Strong understanding of long-term maintenance and sustainable design.
- Provide designs that enhance the marketability of the market condominium.
- Experience in preparing streetscape design that meets the City of Toronto right-of-way design requirements. Provide examples of Silva cell and utility coordination.
- Demonstrated ability to adhere to budget and schedules.

Proponents should submit the following to support their proposal:

- Past project examples clearly demonstrating experience with urban landscapes, particularly those located in Toronto (ideally in the downtown core);
- Provide preliminary drawings, sketches, or rendering for Phase 2A; and
- A list of awards & recognitions.

Understanding the Client (30 points)

Clearly demonstrate an understanding of the scope required to successfully complete the project, including a recognition of the unique requirements between the market condominium and social housing rental components.

Proponents should include a description of previous design success in sustainability (with specific reference to experience using native drought resistant plantings, hard surfaces with high albedo and increased site permeability in their designs) as well as the approach to value engineering.

Proponent should contribute to the developments' response to Alexandra Park Urban Design Guidelines and demonstrate how design principles are implemented in the proposed landscape design. Experiences working with City of Toronto planning, urban design, development services, and right-of-way management staff should be highlighted.

Proponents must complete Schedule D, providing a description of how they intend to contribute to the Community Economic Development component of the project, through internship/employment opportunities or other measures.

Relevant Experience & Client References (30 Points)

Provide information detailing the number of years in business, organizational & team structure (including personnel CV's), and monetary value of business conducted in the last five (5) years, complete all relevant information in **Appendix D - Reference Form**.

Provide three (3) project references. Each reference should be for work that has been substantially completed in the last five (5) years, related to the scope of work identified in this RFP.

- Description of the scope of work performed
- Minimum consulting fee for each referenced job is \$70,000 ; indicated if the consulting work was completed on budget and provide an explanation if the final fees were 10% below / above the original budget;
- Indicate if the project was completed on time and provide an explanation if work completed was behind schedule;
- Owner(s)' name, address, phone number, email address;

Submissions will be evaluated based on the proponent's references and experience with projects of a similar scope and size as described in this RFP.

E. EVALUATION OF PRICING

Rate Bid Form - Appendix C (80 Points)

Proponents shall review and complete the Rate Bid Form at Appendix C.

Appendix B, Rate Bid Form**80 points****Total Points****80 points**

80 points is for the total of all the line items added together – TOTAL BID

Pricing will be scored based on a relative pricing formula using the rate for Option 1 set out in the Rate Bid Form.

Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that Proponent's price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

$$\frac{\text{Lowest rate/fee}}{\text{Second-lowest rate/fee}} \times \text{Total available points of lowest rate/fee} = \text{Score for proposal with second-lowest rate/fee}$$

$$\frac{\text{Lowest rate/fee}}{\text{Third-lowest rate/fee}} \times \text{Total available points of lowest rate/fee} = \text{Score for proposal with third-lowest rate/fee}$$

And so on, for each proposal.

F. REQUIRED MATERIAL CHECKLIST

- Eight (8) hard copies of the assessable criteria in a sealed package marked with the RFP title and number, with the full legal name and return address of the proponent, and with the Submission Deadline.
 - 'Schedule A - Scope or Work' (pages 29-39) signed and initialed on every page by the proponent.
 - 'Schedule B - List of Subcontractors'; if no subcontractor is proposed, please label with "OWN FORCES" in red text.
 - 'Schedule C - Occupational Health & Safety Performance Record' signed
 - 'Schedule D – Community Economic Development' signed
 - 'Appendix B - Submission Form' signed and executed under seal with confirmation of addenda received in section 5.
 - Appendix D - Reference Form.
- One (1) electronic PDF of the above (on USB stick or CD).
- One (1) hard copy of their pricing submitted on the 'Rate Bid Form' (Appendix C) in an independently sealed envelope.

SCHEDULE A – SCOPE OF WORK

The scope of this RFP (“The Project”) concerns only the future buildings and lands on Sites 1, 2, 3 and north part of Site 16 within Alexandra Park Phase 2 (as described in greater detail below), which are to be developed and constructed concurrently.

On July 23, 2018, City of Toronto Council has approved an Official Plan Amendment and a Zoning By-law Amendment for Alexandra Park Phase 2A. The amendments update the development vision on Sites 1, 2, & 3 since it was first established in 2011. The north part of Site 16 remains generally consistent with the 2011 Master Plan. The selected proponent will assist TCHC and Tridel in delivering a new mixed income community in accordance with the established vision for Alexandra Park.

BACKGROUND

The Alexandra Park community is bounded by Dundas Street West, Queen Street West, Cameron Street and Augusta / Denison Avenues. When completed, the revitalization of the Alexandra Park community will see approximately 2,564 units on approximately 7.3 hectares. The revitalization will introduce a mix of uses, tenures and incomes to create a more socially and economically robust neighbourhood that is fully integrated into the City’s urban fabric.

Alexandra Park has a diverse, active and engaged social housing community, and it is through a resident led initiative that Revitalization was undertaken at Alexandra Park. In 2009, responding to deteriorating building and public realm conditions and the isolation of the community from the surrounding city fabric, the Atkinson Housing Co-op and TCH initiated the development of a revitalization plan for Alexandra Park. The vision of this plan was to redevelop the majority of older buildings on the site, and to create a mixed-income community with new public spaces and improved connectivity.

From 2009 to 2011, a Master Plan was prepared in consultation with the community and TCH. At the beginning of that process, ten Guiding Principles were developed by the community. These are:

1. Zero Displacement
2. Providing good housing
3. Providing more than housing
4. Planning together first
5. Minimizing disruption
6. Protecting tenants’ rights
7. Developing connections
8. Ensuring participation
9. Nurturing a green, clean & beautiful community
10. Enhancing opportunities

The original Master Plan created a new mixed-use, mixed-income neighbourhood with improved housing for TCH tenants. It established a safer, healthier, more inviting environment to knit the Alexandra Park community back into the surrounding neighbourhoods. With the addition of market units to the existing social housing units, a total of approximately 4,700 residents were expected to live in Alexandra Park following its redevelopment.

With approval of the Master Plan by Toronto City Council in 2011, an Official Plan Amendment and Zoning By-Law were prepared and adopted in 2012 and 2013, respectively. A development partner, Tridel, was selected to develop Phase 1 in 2012 (areas south of Paul Lane Gardens/Street B) and construction began in 2014.

Phase 1

Phase 1 of the revitalization process replaced 80 Atkinson Housing Co-op townhouses with 61 new townhouses facing onto Paul Lane Gardens, Vanauley Street and Augusta Avenue, as well as two new market condominium buildings south of Paul Lane Gardens. At the end of Phase 1, there will be a total of 61 new townhouses and 415 newly introduced market condominium units. As part of this first Phase, Vanauley Street has also been extended north to connect to the new east-west street, Paul Lane Gardens, and renovations to the apartment building at 20 Vanauley Street have been completed.

Although fewer replacement townhouses will be constructed in Phase 1 than were demolished, the principle of zero displacement will be achieved. Some townhouse residents have temporarily moved to vacant units in other parts of Alexandra Park, while some have voluntarily moved to other TCH properties in the West Don Lands or the Railway Lands, either on a temporary or permanent basis.

Phase 2

A number of revisions to the Phase 2 Master Plan are being proposed. These updates create efficiencies in the overall plan which result in improved configuration of public parkland and POPS, and meet the community's requirement for Zero Displacement. They are also in keeping with the original Master Plan vision, as well as evolving provincial and municipal policies and guidelines.

The proposed Master Plan retains the same number of Atkinson Housing Co-op social housing units as the approved plan. The number of units by bedroom type and the total number of RGI units is also unchanged between the approved and proposed plans. Additional updates to the Master Plan include (see Figure 5):

- The conversion of all planned stacked townhouses to a mix of back-to-back and through units, as well as townhouses integrated into the base of mid-rise buildings. This is in response to community feedback to provide basements in back-to-back and through townhouses and more accessible units. The total number of replacement townhouses is not changing. More detail on townhouse replacement is provided in Section 3.8;
- The demolition of 73-75 Augusta Square and replacement of the 77 apartment units it contains, rather than simply refurbishing the units, in response to strong support by the community. This results in no net change to the number of social housing units, but requires permission for an additional 5,500 square metres of TCH gross floor area (GFA) (see Table 1);
- The incorporation of 20,200 square metres of additional residential market GFA to offset the additional cost of replacing 73-75 Augusta Square and ensure that the revitalization plan remains largely self-financing. This additional GFA is equal to approximately 300 additional market units. These units are located in the same number of market buildings, but the massing and height of these buildings has been updated to accommodate the additional GFA.

The first subphase to be developed in Phase Two of the Alexandra Park Revitalization consists of Sites 1, 2, 3 and the north portion of 16 as identified on the attached Master Plan, and is referred to in this RFP as "Phase 2A".

Tridel and TCHC ("*The Partnership*") have partnered to develop the Site 1 portion of the block as a 13-storey market condominium building, Site 2 will be a 14-storey rental apartment building and Sites 3 and 16N will be 2 blocks of townhomes. Sites 2, 3 and 16N are to be

managed and operated by the Atkinson Coop. Illustrations showing the conceptual above-grade strata division between the market and TCHC components are included as Schedule A1 – Document 3. The below-grade strata division will be determined as the building design evolves. Deltera, a subsidiary of Tridel, shall be Construction Manager for both Tridel and TCHC for the duration of the Project, from the development stage throughout construction. Further, landscape architectural work for the townhouse developments on Site 3 and northern portion of Site 16 are included in the scope of Phase 2A. These townhouses will be constructed by Deltera for TCHC.

The Partnership seeks proposals from qualified landscape architectural firms for a complete scope of landscape architectural consultation services for the Project, which, due to its unique ownership and residency, will require a skillful orchestration of the distinct and adjacent/conjoined programmatic elements.

As the Project will be the first instance of a new social housing apartment building in the Alexandra Park Revitalization, it will ideally demonstrate an amalgam of the TCHC mandate to “*Build Better Communities*” and the excellence and quality of the Tridel brand. The market and rental components of the Revitalization are intended to be experienced as a coherent neighbourhood, and so the social and market housing components are required to be designed and constructed to be indistinguishable in terms of quality, access and presence in the public realm.

The Project will undergo review by the Toronto Community Housing Design Review Panel (DRP), comprised of architectural and planning professionals as well as TCHC community members. There shall be a minimum of two design presentations to the DRP, which may include a site tour and should be anticipated at three hours each. Feedback from the DRP is expected to be incorporated into the design of the Project wherever feasible.

It should also be noted that there is an ongoing commitment by the Partnership to resident engagement as well as Community Economic Development (or “CED”, which will occur in parallel with the development process), also reflected in the AP Revitalization Principles listed above and attached to this document.

The Project requires that the landscape consultant make at least one design presentation to the community at large to solicit their input on a meaningful aspect of the design. There may be a follow up presentation, if warranted, and/or participation in key community meetings as they occur should be assumed to update on or clarify issues that may arise.

Sites 1 & 2

Sites 1 & 2 of the Project are located on the south side of Dundas Street, east of Denison Avenue, with approximately 75 metres of shared frontage on Dundas Street West. The market residential portion will have approximately 75 meters of frontage along Denison Avenue, and the rental housing portion will have approximately 66 meters of frontage along a new street, to be delivered in this phase, that will reconnect Augusta Avenue at Dundas Street.

The Alexandra Park Phase 2 Proposed Master Plan illustrates a conceptual layout for Sites 1 and 2. A draft Official Plan amendment (Schedule A1 – Document 6) and zoning by-law amendment (Schedule A1 – Document 7) have been approved by the City of Toronto generally in the form attached to this RFP. The remaining lands, will be developed as a combination of market residential and TCHC rental housing in future sub-phases.

The buildings, while separately owned and operated, and for the most part functionally independent, are to appear as a coherent whole. A total of approximately one (1) acre of

landscape spaces are to be provided as courtyards, front yards, terraces, rooftop amenity spaces, streetscape, and/or daycare outdoor spaces.

A set of preliminary architectural design concepts can be requested. Due to the preliminary nature of these design concepts, any drawings may not necessarily be relied upon for accuracy or completeness.

In order to receive the preliminary architectural concepts, respondents are asked to register with TCHC and Tridel by emailing **Paul Cope at pcope@tridel.com**. Registered respondents will also be required to sign a confidentiality agreement prior to receiving their package.

Site 1 - Market Building

A 13-storey (plus a mezzanine level) condominium apartment building consisting of approximately 14,800m² of residential gross floor area, and two to three levels of below-grade parking. It is anticipated that there will be outdoor amenity space located both at grade and above rooftops.

Site 2 - Rental Building

A social housing rental apartment building of up to 14-storeys (plus a mezzanine level), consisting of up to approximately 13,900m² of residential gross floor area and two to three levels of below-grade parking. It is anticipated that there will be outdoor amenity space located at-grade and above rooftops.

Podium

The three storey, mixed use podium along Dundas will be shared by the rental and market buildings, and will feature at-grade retail having a maximum gross floor area of approximately 1,270 square metres. Separate outdoor amenity spaces for the market and rental buildings should be provided on the podium rooftop, and should ideally be contiguous with interior amenity spaces.

Exterior Space

The exterior courtyard between the buildings shall include separate areas for rental and condo use, and may include outdoor amenity areas. A vehicular and pedestrian laneway will allow for loading activities and rear access to the commercial podium, as well as pedestrian access from Augusta Avenue to Denison Avenue and to lobby and/or non-residential uses which may include frontage on this laneway. The frontage along Dundas St, Denison Ave and the new extension of Augusta Ave. shall meet all City of Toronto right of way requirements. At-grade retail uses are planned for the shared commercial podium along Dundas Street West (approximately 75 metres of frontage). Residential uses are anticipated along the Denison Avenue and Augusta Avenue frontages. The road widening on the east side of Denison Avenue is within the scope of the Site 1 and 2 phase of development.

The intersections of Dundas Street and Denison Avenue, Denison Avenue and Grange Avenue, and Dundas Street and Augusta Avenue are considered as key entrances into the Alexandra Park community. Special attention should be paid to these gateway locations to ensure the proposed landscape design meets the urban design objectives set forth for Alexandra Park.

Daycare

A commercial daycare centre of approximately 5,000sf may be required to be incorporated into the base of the rental building or the podium, and will require approximately 3000sf of fenced and shaded outdoor play area, subject to the approval of City of Toronto Child Care Services. Please provide a separate fee estimate for the design of the daycare outdoor space.

Sites 3 & 16N

Site 3 will consist of 6 through townhomes with a front and rear yard. Site 16 will consist of 16 back to back townhomes with a front yard and rooftop terrace at each unit. The south side of Site 3 and the north side of site 16N will face the new Grange Ave. extension. The south side of Site 16N will face an existing TCHC Senior's building at 91 Augusta Ave. The exterior condition up to the exterior north face of the building at 91 Augusta Ave. will be included in the landscape scope.

Streetscaping

This consultant will be responsible for providing landscape design services for four (4) portions of right-of-way within or abutting the sites. Firstly, along Denison Avenue on the west side of Site 1. Secondly, along the extension of Augusta Avenue from Grange Avenue to Dundas Street West which will provide a new connection between Queen Street West and Dundas Street West and Kensington Market further north. Third, along the new Grange Avenue Extension planned along the frontage of Site 3 and Site 16N to provide a key east-west connection in Alexandra Park. Lastly, streetscaping on the south side of Dundas Street West frontage will be required. This streetscape work located between the building face and the curb should be priced under Schematic Design, Site Plan Approval, Design Development, Construction and Tender Documents and Field Review/Construction Administration.

Streetscape Sections / Response to Urban Design Guidelines

The proponent will also need to consider the landscaping conditions on the opposite side of the rights-of-way. For example, in a future phase, buildings will be constructed on Sites 4 and 5 (to the east of the Augusta extension and north of the Grange Avenue Extension) and the design of the right-of-ways adjacent to Sites 1/2/3/16N will need to anticipate this future condition. The landscape design will need to conform to all City of Toronto right-of-way requirements. The proponent should contribute to the design of above and below-grade elements for the entire right-of-way and work closely with the engineering team to coordinate the overall design of road profiles as required for the preparation of engineering drawings required for subdivision approval by the City of Toronto.

Additionally, based on the design provided, this consultant may be required to develop landscape sections for landscaping within the right of way along the future Grange Avenue and Augusta Avenue extensions for implementation as part of an Addendum to the previously approved Alexandra Park Urban Design Guidelines.

Schedule A1- Document 8 is provided to show the general extent of landscaping and streetscaping work for this RFP.

DELIVERABLES

General

1. Consultant agrees that it will perform all Work required, in accordance with the spirit and intent of conventional and good practices. This Consultant shall also fulfill all requirements of the Ontario Building Code (latest edition/amendments), the Ontario Occupational Health and Safety Act and Regulations for Construction Projects (OHSA) and of all local authorities having jurisdiction, at no expense to the Owner (other than provided for in the Contract). The Consultant acknowledges the Owner's intent to pursue the Toronto Green Standards Tier 2 for the rental portion of the project as well as LEED certification by the Canada Green Building Council for the market portion of the project. The Consultant consents to make commercial best efforts to assist in this regard on all relevant LEED credits as mentioned below. The Consultant must also work with the standards outlined in City of Toronto's *Growing Up Toronto* and implement the design practices outlined in this Toronto initiative for this building design, as well as implementing design practices in Alexandra Park's Urban Design Standards.
2. This Consultant shall be responsible to complete the work for the contract price without additional cost to the Owner. The Contract value will only be adjusted if the Owner requests a material change to the building design or if there are new code requirements enacted after execution of this Contract.
3. This Consultant acknowledges that the scope of this contract includes the following on the Alexandra Master Revitalization Plan (please refer to Documents 1 and 8 of Schedule A1):
 - a) Schematic design, design development, construction document, and contract administration for Site 1 and 2;
 - b) Schematic design, design development, construction document, and contract administration for Site 3;
 - c) Lands Schematic design, design development, construction document, and contract administration for the north portion of Site 16;
 - d) Streetscape schematic design and/or guidelines for the Grange Avenue extension; and
 - e) Streetscape schematic design and/or guidelines for the Augusta Avenue extension.
4. This Consultant must have a responsible representative present for bi-weekly consultant meetings prior to and during Site Plan submissions to help coordinate with the consultant working group. The responsible representative is expected to record and provide minutes of the meetings action items.

Conceptual Design, Planning Approvals And Marketing Scope:

5. Concept:
 - a) Review of existing applicable Official Plan and Zoning landscaping requirement, advise on design options, and determine any major risks related to site.
 - b) Advise on alternate design options with Owners intent for site.
 - c) Develop the design option selected by Owner.
6. Design:
 - a) Design sketch alternatives, revise and update as required by Owner.
 - b) Preparation of design drawings for Site Plan Application and for final design approval. Attend meetings with City staff, Alexandra Park Working Group, application and hearing associated with the Committee of Adjustment as required.
 - c) Coordination of landscape architectural and streetscape design with Architectural, Structural, Mechanical, Electrical, Civil Consultants, any other relevant Consultants, City

of Toronto Engineering and Construction Services, Toronto Forestry, Toronto Hydro, Enbridge Gas, and other utilities where required.

- d) Design will be based on O.B.C., Ontario Day Nurseries Act, Tarion and ASHRAE Standards, City of Toronto Green Roof Bylaw, new Toronto Green Standards (TGS) Guidelines and LEED as set out in checklist.
- e) Design Drawings to include:
 - Landscape plans for each site
 - Statistics
 - Streetscape plans for each relevant portions of Right-of-Way
 - Landscape design details
 - Layout of amenity area
 - Green roof plans
 - Preliminary construction and planting materials selection
- f) Regular meetings with Client, Consultants and all authorities having jurisdiction, including meetings with condominium lawyer for preparation of legal documentation.

7. Marketing:

- a) Artwork for advertising of project may be produced by the Landscape Architect at the Client's request under additional services.
- b) Provide digital materials, plans or specifications where required for 3D renderings, virtual reality or other similar marketing needs.
- c) Meet with Construction Manager and marketing team to review blacklines and modify as necessary.

Construction Scope:

8. Construction Documents:

- a) The preparation of working drawings, specifications, column and slab edge drawings.
- b) Documents are to include all plans, elevations, sections, details, schedules and specifications.
- c) Coordination of Consultants – Architectural, Structural, Mechanical, Electrical, Site Services, Soil Engineer, Utilities, LEED and Toronto Green Standards.
- d) Meetings with Consultants, Municipal Authorities and Owner.
- e) Documents to be completed in accordance of the most recent and applicable requirements of the Ontario Building Code, Ontario Day Nurseries Act, Tarion, ASHRAE, City of Toronto Green Roof Bylaw, and requirements from City of Toronto Forestry and City of Toronto Engineering and Construction Services.
- f) Provide budget and costing estimation.

9. Construction Administration:

- a) Required field reviews as per Ontario Building Code and/or satisfy Owner's requirements and maintain record drawings throughout the stages of construction.
- b) Reviews and monthly reports in accordance with Bulletin 19 of Tarion Warranty Program. (Testing services and special Consultants are not to be included, but coordination and review of the resulting reports is included).
- c) Attendance at site construction or Consultant meetings as required by owner or Site Administration staff.
- d) Review and approval of shop drawings as required.
- e) Review and approval of samples and test data as required.
- f) Preparation of site instructions
- g) Preparation of certificate of substantial performance of the Contract.
- h) Preparation of total completion certificate.
- i) The Consultant is responsible to coordinate and update all other Consultants with current plans and specifications in order for other Consultants to maintain up to date sets, through all phases of development from concept to completion.

- j) This Consultant to provide up to date and administer electronic drawings for FTP web based drawing site, and DFS site.
10. Post-Construction:
- a) Prepare record drawings based on the markups from the Owner's site superintendent and contractor's "as-built" construction drawings. This Consultant acknowledges that the Owner may request record drawings on CD or memory stick, which are to be provided to Owner at no extra cost to this contract.
 - b) Prepare all required occupancy documentation that may be required by the municipal authorities having jurisdiction.
 - c) Prepare all required documentation and information required to facilitate the owner's turnover of the facility to the condominium corporation.

Other Matters:

11. Other:

- a) Printing:
 - All printing and Chronoflexes (for record drawings) will be sent to a printer chosen by the Client. The Client will set up an account with the printer and will be billed directly by the printer or the Owner may request that all record sets and documents to be provided in a digital format, i.e.: CD, memory stick etc.
- b) FTP Sites, CD's and Files:
 - Computer files are the property of the Landscape Architect and will not be distributed for security reasons. Modified diskettes for special purposes may be prepared by the Landscape Architect at the Client's request to save work for other Consultants, Sub-Trades or authorities. PDT's to be made available when requested.
- c) Additional Services:
 - Revisions maybe required by the Owner, Owners Construction Management team, other consultants, or authorities having jurisdiction, after drawings have been approved for each of the above categories.
- d) Disbursements:
 - Disbursements to be issued by the Consultant include: couriers, plotting of computer files, reproductions, automobile mileage, other travel and hotel accommodations, if and when required.
- e) Insurance:
 - It is this Consultant's responsibility to include professional liability insurance to be included in the fees quoted. Limits to be as per:
Project Limit: \$2,000,000.00 (subject to \$4,000,000.00 aggregate)
The liability insurance noted above will be specific to Alexandra Park Phase 2 project.
- f) Other Consultants:
 - Architectural, Structural, Mechanical, Electrical, Interior Design, Civil and other Consultants will be hired separately by the Client. Architect to act as Lead Consultant in coordinating with all the other consultants.
- g) This Consultant to provide a fee schedule outlining the different phases of development and also provide a per diem rate schedule for Owner's comment review and approval.

12. Client's Responsibility:

- a) To provide landscape architect with site plan survey prepared by on O.L.S showing boundary and topographical information acceptable to the City.
- b) Provide Landscape Architect with clear objective of rezoning intent such as the landscaped open space and unit sizes, based on the Landscape Architect's analysis of the various options.
- c) Make prompt decisions where Landscape Architect offers alternative solutions, or when requested by Landscape Architect, where reasonable.
- d) To satisfy himself that the solutions offered by the Landscape Architect are suitable for the Client's business objectives.

Toronto Green Standards

13. This Consultant acknowledges that they will adopt all mandatory Tier 2 requirements as set out in the Toronto Green Standard Checklist and incorporated the requirements in the drawings and specifications for the rental portion of the project.
14. This Consultant will be required to review with the Owner the Toronto Green Standard Checklist to determine any other possible voluntary Tier 3 or 4 requirements to determine its feasibility. If achievable, the Consultant will incorporate such changes into the drawings and specifications.
15. This Consultant will be required to design greenroofs in accordance with City of Toronto Green Roof Bylaw.

LEED Requirements

16. The Consultant acknowledges the Owner's intent to achieve a LEED Gold green building rating for the market portion of the project from the Canada Green Building Council and that the following LEED credits are relevant to this scope of work. Some of the following credits require additional documentation and verification by the Consultant. While not expected to provide the final LEED submissions, the Consultant's work will make important contributions to success with LEED. Therefore, the Consultant is expected to pay special attention to documentation of materials and specifications relevant to the job specific LEED requirements.
17. LEED refers to the Leadership in Energy and Environmental Design, a green building rating program administered by the Canada Green Building Council. Information about the program is available on the organizations website at www.cagbc.org.

The proposed design must be consistent with the Alexandra Park Master Plan and the draft zoning by-law amendment.

Growing Up – Planning for Children in New Vertical Communities

18. The Consultant acknowledges the Owner's intent to provide as many as possible of the landscape and outdoor amenity features described in the 2017 Planning for Children in New Vertical Communities Draft Urban Design Guidelines.

ADDITIONAL TCHC DESIGN PARAMETERS

Sustainability

TCHC is obliged to achieve Tier 2 of the Toronto Green Standards Version 3.0 for the rental portion of the Project. The Consultant shall assist with the implementation of a sustainable design strategy which most efficiently achieves the requirements of the designation.

Accessibility

All outdoor amenities and publically accessible spaces shall be designed to meet current accessibility standards.

Grade-related Units

- Grade-related units may be provided as part of the building design.

- Grade-related units to be designed as accessible visitable per OBC, with flush, accessible entry at grade
- Suite exterior amenity spaces to include at grade private yard and upper storey private terrace.

Other Requirements

- The building is to be designed as a rental building, with TCHC responsible for the long-term performance of the asset. With consideration given to the functional budget, planting, hardscapes, furniture and assemblies will be of a highly resilient and durable nature.
- The proposed design must meet the intent of Alexandra Park's Urban Design Guidelines as well as the Alexandra Park Phase 2 Development Context Plan; A copy of the original Urban Design Guidelines (to be updated in the future) and TCHC Design Review Panel presentation has been included as references.
- Please note that TCHC Mid-rise and High-rise Specifications are enclosed (Schedule A1 – Document 5) to assist in the preparation of this proposal.

Consultant Roles and Responsibilities:

In addition to the scope outlined above under *Deliverables*, the TCHC portion of the project will have some distinct requirements, including but not limited to:

- Participate in any strategic stakeholder and community consultations required including consultations with municipal officials and other governmental bodies having jurisdiction;
- Attend any required community meetings to seek community feedback on conceptual design.

PROJECT BUDGET

The evaluation will be based on the total price for the market and rental components.

The total budgets for the market and rental components will be communicated in more detail in early project meetings.

The project will follow standard developer sequential tendering approach. Deltera as the construction manager will advise the design team from the start. It will be the consultant's responsibility to work with the construction manager to demonstrate how their design can be constructed in a cost effective manner.

The proposal must clearly address how the landscape architect will approach development and how the design will facilitate cost efficiencies.

Construction budget includes contingency, all mobilization allowances, all building's equipment and window blinds in all residential areas.

Design development will take place in the context of the project budget, including (2) formal budget reviews with the Construction Manager and Cost Consultant at key project milestones.

PROJECT SCHEDULE

The successful landscape architect must be prepared to start working immediately upon notification of an accepted proposal and having executed a contract. The consultant is to assume regular design meetings to take place at a rate of up to once a week. The consultant should also include up to two design workshops with residents of Alexandra Park.

The project schedule for the first six (6) months is as follows (please note that these are target dates and that the dates can change. This will be consistently reviewed by the project team, with the consultants.

- Schematic Design Start: September 2018
- Marketing Drawings Start: September 2018
- SPA Drawings Start: October 2018
- SPA Submission: December 2018
- Design Development Start: December 2018

This preliminary project schedule is subject to change.

Community Presentation Requirements

The successful landscape architect will participate in up to two presentations to the Alexandra Park community during the early conceptual development stage to solicit input from the residents regarding the landscape design of the TCHC components of the scope

FORMAL REPORTING REQUIREMENTS

The successful landscape architect will lead (or jointly lead with the Construction Manager) and co-ordinate presentations to TCHC and Tridel at three project milestones throughout the assignment. The presentations will be made to a group comprised of different TCHC and Tridel divisions, who will provide their input and experience with the operations of different elements of design decisions made to date. The three project milestones are outlined below.

Schematic Design - During schematic design, the successful landscape architect will present to the stakeholder group comprised of TCHC divisions who will review the design and provide input on the different elements of the landscape scheme.

Design Development – At the second project milestone, the landscape architect will present the landscape design with more detailed information of how the exterior spaces function including, but not limited to: spatial relationships, pathways & circulation, materiality (hardscape & planting) and street and yard relationships are to be thoroughly investigated.

Working Drawings – At the working drawing milestone, the successful landscape architect will present construction details as well as more detailed information about materials and finishes, including specifications for outdoor lighting, furniture and accessories.

****END OF SCOPE****

I have read and agreed to all the clauses in the scope of work.

Company: _____

Signature: _____

Note: Initial all pages in scope of work.

SCHEDULE A1 – DOCUMENT LIST

To download, click on the link below:

1. Proposed Phase 2 Master Plan
<https://tchcupload.torontohousing.ca/www/?a=d&i=5wdIM6JMXe>
2. Proposed Development Statistics
<https://tchcupload.torontohousing.ca/www/?a=d&i=7IVq7IJtlt>
3. Illustration of Conceptual Building Strata
<https://tchcupload.torontohousing.ca/www/?a=d&i=X7Xgx7FM8Q>
4. TCHC Design Review Panel April 2018 Presentation
<https://tchcupload.torontohousing.ca/www/?a=d&i=PpfO0fhxAp>
5. TCHC Mid-rise and High-rise Guidelines
<https://tchcupload.torontohousing.ca/www/?a=d&i=3w4OKLTSrP>
6. Draft 2018 Official Plan Amendment
<https://tchcupload.torontohousing.ca/www/?a=d&i=muKncalW75>
7. Draft 2018 Zoning By-Law Amendment
<https://tchcupload.torontohousing.ca/www/?a=d&i=LObaxBorGT>
8. Figure of Scope for Landscape and Streetscape Work
<https://tchcupload.torontohousing.ca/www/?a=d&i=4V2COSC04k>
9. 2012 Official Plan Amendment (By-law 1035-2012)
<https://tchcupload.torontohousing.ca/www/?a=d&i=v1aObbaRfK>
10. 2013 Zoning By-Law Amendment (By-law 1710-2013)
<https://tchcupload.torontohousing.ca/www/?a=d&i=HhjBL9IBgc>
11. Revitalization Principles
<https://tchcupload.torontohousing.ca/www/?a=d&i=qafjr7dPtX>
12. Preliminary Architectural Design Concepts
** Confidentiality Agreement Required – please email **Paul Cope at pcope@tridel.com** to receive the agreement and subsequently the concepts. **

SCHEDULE A1a – SAFETY SCOPE

Safety Scope of Work:

This Schedule applies to the Contractor, its Employees, any Sub-Contractors hired by the Contractor and any other agent acting on behalf of the Contractor.

REGULATORY COMPLIANCE

- The Contractor acknowledges the importance and application of the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1 as amended, hereafter referred to as “The Act”, and agrees that all work conducted by or services performed by the Contractor (“Work”) will be in full compliance with The Act.
- Furthermore, the Contractor agrees to abide by all applicable Regulations, in connection with The Act, including, but not limited to the Regulations for; Construction Projects, Window Cleaning, Designated Substances, Workplace Hazardous Materials Information System and Confined Spaces.

PROJECT SPECIFIC SAFETY PERFORMANCE REQUIREMENTS

The following are Specific Safety Performance Requirements to ensure and enhance site safety - they do not replace or diminish The Act and its Regulations.

Supervision

- The Contractor agrees to have a “competent person” (e.g. a foreman) act as a supervisor whenever its workers are on site. The supervisor will carry out the requirements and obligations of The Act including those of a “Supervisor” as defined by The Act.
- The Contractor’s workers are not permitted to work unsupervised.
- The name of and contact information for the supervisor must be provided to the Owner prior to commencing work.

Documentation

In addition to the supervisor information, prior to arrival and commencement of Work, the Contractor will provide a copy of the following documentation to the Owner at its office;

1. Registration of Employers Engaged in Construction, Form 1000 (Ministry of Labour)
2. The Contractor’s Safety Policy and Safe Work Procedures
3. WHMIS Material Safety Data Sheets for all controlled substances to be used by the Contractor
4. A current and valid “clearance certificate” issued by the Workplace Safety and Insurance Board (WSIB)

Training

- The Contractor agrees to ensure that every person at the site for the Contractor’s benefit and by the Contractor’s invitation is trained in:
 1. All of the actual and potential hazards associated with both their Work and the job site.
 2. Working at Heights
 3. WHMIS
 4. Any trade and Work specific training required by The Act and Regulations.
- Ontario College of trades and Apprenticeship Act, 2009 (“OCTAA”). For designated compulsory trades governed by the OCTAA, the Contractor agrees to ensure that only licensed workers (journeymen and apprentices) report to the Site to perform Work on behalf of the Contractor.
- The Contractor agrees to ensure that copies of all the above training certificates and licenses are made available to the Owner on request.

Personal Protective Equipment

- The Contractor acknowledges and agrees to ensure that all workers arriving at the site arrive with and wear the prescribed personal protective equipment ('PPE'). (CSA approved hard hat and safety boots)
- Furthermore, the Contractor agrees to ensure that PPE which is not required at all times is immediately available to all of the Contractor's workers who may need it. (e.g. fall protection, safety glasses, dust masks, face shields, hearing protection, gloves, etc.)
- The Contractor agrees to ensure that adequate training is provided to their workers for all PPE which is required to be used or worn.

Housekeeping

The Contractor shall ensure that ongoing housekeeping is performed by its workers to prevent hazardous conditions from occurring. Good and effective housekeeping shall be performed by the Contractor, relating to all material and garbage belonging to the Contractor, on a daily basis. Material and garbage shall not be allowed to block access/egress routes, impede access to emergency equipment or present a fire hazard. The Owner reserves the right to perform cleanup on behalf of the Contractor if any of the above conditions occur, and hold the Contractor responsible for all costs relating to the cleanup.

Incident Reporting

The Contractor must immediately report all injuries, incidents and serious near-misses to the Owner in writing while working on the Owner's site. The Contractor shall, in writing, inform all of its workers of the requirement to immediately inform the Contractor's supervisor, who will then inform the site supervisor of the occurrence. Incidents which require notification of external authorities (e.g. Ministry of Labour) must be coordinated through the Owner.

Safety Talks

The Contractor understands that it is a requirement of this contract to conduct a weekly safety talk. The talk should include a relevant safety topic and be discussed with all of the Contractor's workers working at the site that day. The facilitator and workers should sign an acknowledgement of the safety talk and a copy is to be provided to the site office at the end of each week.

Workplace Safety Inspections

The Contractor understands that it is a requirement of this contract to conduct a weekly workplace safety inspection. The inspection should include all tools and equipment being used by the Contractor's workers as well as the general area(s) in which the workers are working. The Contractor should sign an acknowledgement of the safety inspection and a copy is to be provided to the site office at the end of each week.

Enforcement of Safety Requirements

The Contractor acknowledges that the enforcement of The Act, Regulations and the Owners requirements is the primary responsibility of the Contractor and its supervisor(s). The Contractor will ensure that as part of the supervisor's core duties, ensuring the safety of the Contractors workers and enforcement of all aspects of the safety program is included.

In addition, the Owner will monitor safety and enforce safety performance and reserves the right to remove permanently, from the site, any worker (including the supervisor) who violates any aspect of the safety program. Furthermore, the Contractor understands and agrees that it is the Contractor's sole responsibility to maintain the contracted Work schedule despite the removal of any worker or workers due to safety violations. Additional costs incurred to maintain production schedules are the sole responsibility of the Contractor under the circumstances outlined above.

Failure to Perform

If a safety concern is brought to the Contractor's attention and the Contractor fails to resolve the concern in a reasonable manner and time frame satisfactory to the Owner, at its sole discretion the Owner may take such corrective action as it sees fit. The Contractor shall reimburse the Owner for

all of the costs, expenses and legal fees incurred in correcting all safety concerns the Contractor has been notified of and that the Contractor has failed to correct to the Owner's full satisfaction, and all such costs, expenses and legal fees may be set-off against any monies owing to the Contractor, and the Contractor hereby agrees and authorizes the Owner so to do.

SCHEDULE B – LIST OF SUBCONTRACTORS

Identify Subcontractors who will be used to execute portions of work to conform to the requirements of the Contract Documents. Subcontractors are required to declare litigation history with Toronto Community Housing or its subsidiaries.

Changes to the List of Subcontractors will not be allowed after Bid closing without written permission from the TCHC.

| Name of Subcontractor | |
|-----------------------|--|
| Company | |
| Address | |
| Contact Person | |
| Contact Number | |

Scope of Work to be performed by this Subcontractor:

Qualifications and experience of this Subcontractor:

Subcontractors must declare if any litigation (past and present) with **TCHC**. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

| Name of Subcontractor | |
|-----------------------|--|
| Company | |
| Address | |
| Contact Person | |
| Contact Number | |

SCHEDULE C - Occupational Health & Safety Performance Record

Please provide details of any convictions and/or charges or orders issued within the last thirty-six (36) months under the *Occupational Health & Safety Act* (OH&S Act) and Regulations (number of convictions/charges, section of the OH&S Act and/or regulations contravened, and penalty):

If no convictions and/or charges or orders, please sign the following declaration:

I, _____ of _____
Name and Title *Address*

do solemnly declare that _____
Bidder

has not been convicted/charged or received any orders under the OH&S Act and Regulations within the last thirty-six (36) months.

I also declare that my supervisors and workers have received the necessary training and are competent to perform the work specified in compliance with the OH&S Act and Regulations.

Name of Company: _____

Name of Authorized Signing Officer: _____

Title: _____

Signature: _____

Dated at _____ **this** _____ **day of** _____ **2018**

