

Toronto Community Housing
 Strategic Procurement
 35 Carl Hall Rd. Unit 1
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Addendum Number	3
Addendum Date of Issue	November 21, 2022
RFVQ Number	22051
RFVQ Description	Roster for Architectural Consulting Services
Page(s):	3
Attachment(s):	None

This Addendum forms part of the above mentioned RFVQ document and is to be read, interpreted, and coordinated with all other parts. The following revisions supplements and/or supersedes the information contained in the original RFVQ documents issued on August 16, 2022 for the above-named project to the extent referenced and shall become part thereof.

1. QUESTIONS AND ANSWERS (answers in bold)

1. Re the proposed subconsultants (listed on Submission E) scored in any way? Is the Proponent bound to use only the listed subconsultants?

No. The Consultant may choose to use additional Subconsultants if needed.

2. If we add a collaboration project whom should we mention as lead Architect?

The Lead Architect

3. If the project agreement offered for the highest rank vendor, will it be a high budget project or a project that is available at that time? (Appendix B.1 - Schedule A – Rotation)?

Allocation of projects to the roster occurs as projects are created. i.e.: budget to retain Consultant(s) and scope are approved.

4. According to Schedule B.1 pg. no 15 (Vendors Performance Evaluation Process). How is the vendor be re-qualified again if removed for specific period of time?

Please refer to Appendix B.1, Schedule B.1 – Vendor Performance Management for Architectural Consulting Services Roster for details.

5. Why is it required to mention 2 Project Architects for each project?

TCHC needs to guarantee that a backup person of same experience is available, if required.

6. Submission Form F – Section 2.1 - Do we need to list out the relevant projects of the key personal for both the previous jobs and the current job?

Relevant projects can be added from previous jobs as well, but it is not mandatory to do so.

7. We worked on a few small hub projects that match the scope of this project. Are we allowed to include these as one project or do they have to be listed separately?

The hub projects must be listed separately.

8. Addendum #2 clarifies that project architect#2 can be a licensed technologist or even a licensed architect in the UK. So that made us wonder if there's any requirement of having him/her registered with at least any of the professional bodies. Please clarify. In relation to this, do you need project architect #1 to be a registered architect too?

As per Rated Criteria:

'The Lead Architect role will be the senior lead who will serve as the Proponent firm's ultimate point of contact and accountability for work at TCHC. The Lead Architect must be licensed with the OAA.'

Contract revision requests

9. We suggest the following re-phrasing of SC-19 "Force Majeure"? This clarifies that this definition is only relevant when the cause is beyond reasonable control.

"Force Majeure means any cause beyond the reasonable control of the party such as but not limited to strike, walkout, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of god, act of terrorism, change in laws, government regulations or controls, court order, pandemic or epidemic unless any such lack of control results from deficiency in financial resources not related to Force Majeure or could have been mitigated or avoided through the exercise of reasonable prudent measures."

TCHC has reviewed the proposed change and determined that the existing definition fully covers appropriate risk.

10. Please consider the following rephrasing of SC-24

"Add new GC 1.2 as follows." This aligns the Consultants' responsibility with appropriate liability and removes a guarantee which may be considered as uninsurable:

"The Architect acknowledges that it has been advised by the Client that it is critical to the Client that the services are provided in accordance with the Project schedule. The Architect acknowledges and agrees that it is responsible to utilize its resources and those of its Consultants in a reasonable manner toward timely attainment of the Architect's Services in accordance with the Project schedule, as amended from time to time."

No change is contemplated. The current language correctly reflects the intention.

11. Please consider adding the word "basic" preceding "services" in SC 34 "Delete GC 3.2.1.2..." to clarify that extensive FF&E services beyond the usual scope of an architect are not required.

Basic services for the selection FF&E is considered to be as described under SC 34. No change is contemplated. The current language correctly reflects the intention.

12. Please consider deleting SC 39 "Add new GC 4.6." This clause exposes the Architect to unlimited liability and may be considered uninsurable.

No change is contemplated. The current language correctly reflects the intention.

13. Please consider the following rephrasing of SC 44 “Delete GC 5.7 and replace with the following new GC 5.7”.

“Any modifications to the Construction Documents form part of the Architect’s basic services to the extent described in GC 5.6.”

No change is contemplated. The current language correctly reflects the intention.

14. Please consider revising SC 61 “Delete GC 10.7 and replace with the following” to allow for the Architect’s profit:

“Provided the termination was not occasioned by the default of the Architect, the Client shall pay the Architect’s costs arising from the termination and 10% of the remaining fees, which costs shall be limited to and consist of costs actually incurred by the Architect and directly attributable to the termination of this contract and for which the Architect is not otherwise compensated. In no event shall the Architect be entitled to be compensated for Consequential Damages. Any payment of termination costs in accordance with this GC 10.7 and GC 10.6 shall be made by the Client and accepted by the Architect in full satisfaction of all damages which may be claimed by the Architect on account of the termination of this contract and the Client shall have no further liability to the Architect as a result of such termination.”

No change is contemplated. The current language correctly reflects the intention.


15. Please consider revising SC 65 “Delete 11.2 and replace with the following” to delete proposed subclause 11.2.2. The determination of negligently performed services or services not performed in accordance with the contract shall be determined through the conflict resolution measures described elsewhere in the contract.

No change is contemplated. The current language correctly reflects the intention. Refer to GC 15 – Dispute Resolution for details regarding conflict resolution measures.

16. Please consider deleting SC 77 “Add new GC 12.8 as follows.” This clause exposes the Architect to unlimited liability and may be uninsurable.

No change is contemplated. The current language against liability in relation to consequential damages protects both parties.

All other terms and conditions remain the same.

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[End of Addendum #3]