

599 Donald Street – Mixed-Use Affordable Housing Project
RFP for Construction Management Services

Issued by the Verdance Development Corporation
Submissions Due: 13/04/2026

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Please note that all dates in this RFP, appendices and addendums are expressed in the format DD/MM/YYYY unless otherwise indicated, all dollar amounts are in Canadian dollars, and references to a CCDC 5B should be interpreted as the 2010 standardized document.

General Information

The Verdance Development Corporation (VDC) is inviting proponents to make proposals for construction management at risk for a proposed 16-unit, non-profit affordable housing development at 599 Donald Street.

This Request for Proposal (RFP) document sets out the requirements for the Proponent's proposal and specifies the evaluation criteria and selection process for the work.

Proponents must be able to demonstrate a thorough understanding of the requirement, share their approach and methodology, and demonstrate their experience, in addition to offering a competitive fee proposal.

Information obtained from the responses will enable the selection of a consultant who VDC will approach to provide the desired services. We intend to use a CCDC 5B agreement with a *Guaranteed Maximum Price plus % Cost Savings Option*, and with the supplemental conditions identified in Appendix B. The Maximum Price is expected to be defined by an independently prepared Class B estimate, including a fair contingency for design and construction.

The objective of this framework is to establish a single unified budget from which the Construction Manager, Consultant, and Owner will all derive their funds for construction and profit, including through sharing in the benefit of realized savings. This budget will ultimately be defined by what is financially feasible for VDC, which in turn is limited to available project funding and financing, as is further detailed in this RFP.

All inquiries regarding this RFP are to be directed to the Project Authority specified below:

Faiz Jan

Executive Director, Verdance Development Corp.

faiz@verdance.ca

Inquiries must be received by email no later than 24/03/2026. Proponents are encouraged to register by emailing the Project Authority before 20/03/2026 in order to receive access to RFP attachments and to be included in correspondences to inform them of addendums, amendments, and answers to inquiries. Please read all of the RFP thoroughly to ensure that the proposal responds to every required item.

Project Description

General Description

VDC is a non-profit affordable housing developer, working on a Part 3, 16-unit affordable housing project, including roughly 44 square metres of non-restaurant retail space. The property is situated in Overbrook, Ottawa, and is currently slated to be zoned for the proposed usage under the Comprehensive Zoning Bylaw Amendment which is scheduled to be enacted by the City of Ottawa in March 2026. The drawings and outline specifications attached to this RFP provide more information on the project design and intended use. There is currently a building on the site which will need to be demolished prior to the start of construction work.

The vision for this project is to create a mix of unit sizes that offers affordability to households of diverse sizes, prioritizing those in the greatest need and who will derive the greatest benefit from affordable rents. The building should aim to foster a sense of community, offer a positive quality of life for residents, and help invite neighbours to the commercial and amenity areas to act as a third-place. A critical priority is also to ensure that lifecycle maintenance costs of the property are minimized, to ensure that a beautiful building that offers homes to many, can stay beautiful in perpetuity.

Current project designs are included as an attachment to this RFP, made available to registered proponents.

Ideal Pre-Construction Schedule

Milestone	Target Date
Consultant Selection	27/04/2026
33% Drawings (Site Plan Control Quality)	16/07/2026
66% Drawings (Class B Budget Quality)	17/09/2026
Construction Financing Approval	21/12/2026
Issued for Tender Drawings	08/02/2027
Issued for Construction Drawings	08/03/2027
Construction Start	15/03/2027

Project Constraints, Requirements, and Preferences

As a non-profit project seeking Federal funding, we are constrained in progressing work in a staggered format due to funding review durations and availability of funding arising at

periods out of our control. While we are pursuing a pre-construction funding from which we can cover costs until we reach 66% drawings and can receive construction financing from Build Canada Homes or through CMHC MLI Select programming, we nevertheless hope to be cautious by informing proponents that there may be a requirement for pauses in work and billing between months in waiting for the opening or response of available funding programs. To the best of our ability, we have attempted to consider the associated risk of delays into the project schedule.

In order to qualify for these funding sources, we are planning to meet standard Federal funding requirements for energy efficiency and accessibility. Specifically, we are required to achieve Tier 3 of the 2020 National Energy Code of Canada for Buildings with respect to emissions, a net annual total energy usage (TEUI) of less than 80 kWh/m², and assurance that 20% of units are accessible and all common areas are barrier free based on CSA B651 and B652.

Similarly, Federal funding has supported the incorporation of Modern Methods of Incorporation, and while we have not yet pursued deeper exploration around how it may be integrated into this specific project, we are keen to explore the possibility of using panelized structural systems, prefabricated building components, non-structural assemblies and sub-assemblies, or on-site process productivity improvements. This is not a necessity, but should be considered as a possibility, balancing the benefits in seeking funding with the potential additional cost for construction.

Additionally, we are commissioning the design of this project with the expectation that the City of Ottawa will pass the proposed new zoning bylaw in March 2026, however, there may be delays associated with its passage, which may also require pauses in the work. In spite of the fact that it will not be required due to the lack of a zoning bylaw application, we intend to pursue community consultations to collect feedback, provide transparency, and ensure positive relationships are met with neighbours. We similarly endeavour to pursue engagement with Indigenous communities to assure free, prior, and informed consent of any project that may be built on the land.

Contracts and Work to Date

We have entered into a fixed-price OAA 600 contract for architectural and engineering services, including structural, mechanical & electrical, civil, landscape architecture, and interior design. The agreement also has a savings sharing policy similar to the Guaranteed Maximum Price Plus % Cost Savings Option that is sought out through this RFP, with the intention of aligning priorities, promoting collaboration, and supporting cost-efficiency from all project team members.

We have also completed the following studies and reports to support in design and receiving planning approvals:

- Topographical Survey
- Phase I Environmental Site Assessment

A geotechnical report will be completed once snowfall has cleared from the site, ideally in March or April of 2026.

Scope of Services and Work

In alignment with the CCDC 5B standard form of contract for Construction Management, the scope of the requirements from proponents is separated into "Services" and "Work", summing to form the required effort to produce the desired building at minimal costs and on schedule. The proposed period of the work will be from the date of the award to the final inspection and turnover of the Project. This scope is subject to the proposed supplemental conditions included in *Appendix B* of this RFP.

In the case that there is a possible miscommunication or misunderstanding about the scope of work, we will remain lenient and fair with submissions and reserve the right to communicate directly with applicants and allow them to make amendments to their proposal following the submission deadline to align it with the intent of the RFP.

Services

Construction Management Services reference the administrative, management, planning, and cost control related work taken on by the Construction Manager, outside of direct construction and general contracting work. Among their inclusions are the work required during the pre-construction stage to reduce construction costs, mitigate risks, and effectively plan out construction management, as well as construction stage activities to implement such project management, while continuing to support in cost containment and reporting.

In addition to those Services indicated in the sample CCDC 5B Schedule A1 attached to this RFP, the scope of Services desired includes those listed below.

Value Engineering and Design Guidance	Participation in regular meetings with the Owner, Architect, and Engineers to inform design decisions through design-development and contract documentation preparation. Research and propose solutions to technical problems, relating to constructability or financial constraints. Identify potential issues where they may occur as relating to construction and project management.
Scheduling	Preparation of construction schedules at major design milestones to inform project budgets and planning, taking into consideration the sequence and timing of preparation of documents, calls for bids and tendering, inspections and approvals, and on-site construction activities. These schedules should be in Gantt format, include dependencies and lags where relevant, and be kept up to date in Procore or other Project Management software.
Construction Management Planning	Establishment of a plan for site management considerations and issues, including staging and storage areas, temporary traffic detours, material hoisting issues, safety issues, utilities, and related matters.

Project Management Planning	Establishing processes in advance for processing change orders, budget reconciliations, schedule adjustments, and key decision making requirements that may come up throughout the project, in coordination with the Owner and Architect.
Risk Management and Mitigation	Identifying potential risks to project finances and schedules throughout the design and construction processes, and establishing plans to mitigate risks in coordination with the Owner and Architect.
Engineered System and Drawing Procurement	Preparing drawings or diagrams to coordinate methods of installation of a system with other systems where the relationship is critical and facilitating the provision of details of equipment, apparatus and connections by subtrade suppliers and installers, including ensuring that engineered system drawings have been stamped by engineers of subtrade suppliers or installers where it is required by law.
Cost Estimation	Informing viability of project plausibility through the production of rough estimates of construction costs.
Tendering and Procurement	Preparing tender packages for subtrades, suppliers, and subcontractors for work and materials required to construct the building. Coordination of the procurement process, including redirecting and providing feedback for submittals and RFIs.
Site Visit Coordination	Organizing site visits by design and engineering team members, the Owner, including for regularly recurring review of site progress and inspections to verify compliance with drawings, specifications, bylaws, and codes.
Cost Control and Accounting	Consolidating quotes and subcontracts into a regularly updated construction budget. Management of invoices and subcontracts to identify portions of construction budget items that have been contracted out and items for which costs have incurred. Record documentation for change orders and budget reconciliations, and include them in budgets.
Permit and Inspection Coordination	Acquiring permits for construction, demolition, occupancy, and wherever else necessary to construct and use the building as intended. Coordination of inspections by Municipal, Provincial, and other regulatory staff to ensure compliance with bylaws and codes, and obtain the necessary permits.
Financing Required Reporting	Issuing invoices for construction, contracting, and construction management, consolidated into a single invoice. Preparing other documents as required for draw requests for construction financing and for drafting of reports by a Quantity Surveyor, including a CCDC 9A statutory declaration and WSIB workplace injury summary report,
Takeover and Warranty Review	Review and reporting of defects under the standard warranty period, and preparation of operating and maintenance manuals and as-built drawings in coordination with the Architect. Demonstration of operating equipment to the Client.

Work

The Work refers to the direct construction related work taken on by the Construction Manager and sub-contractors, with the intent to execute on the plans produced by the whole project team to construct the building. In addition to incorporating the standard inclusions for Work as defined by Article A-7 of the CCDC 5B, the work should specifically include all labour, fees, and materials which are necessary to construct the building for the practical intended usage of the building by tenants, including but not limited to preparation/procurement/installation/completion of:

- Insurance, Bonding, and Permitting
- Site Security, Safety, and Staging
- Demolition, Excavation, Removals, and Site Preparation
- Disposal of Excavated Soils, Project Waste, and Any Site Hazards
- Decommissioning of Monitoring Wells
- Temporary Supports and Structures (Scaffolding, Falsework, Shoring, Brace Walls)
- Piling, Formwork, Reinforcement, Foundation, and Curing
- Sump Pit, Sump Pump, and Elevator Pit
- Waterproofing Work
- Framing, Sheathing, Insulation, Drywall, and Painting
- Rough-In for All Mechanical and Electrical Systems
- Utility Infrastructure (Duct Banks, Conduits, Transformer Base, Poles, Switchboxes)
- Cabling and Data Infrastructure (Telephone, Internet, and Security Wiring)
- Engineered Systems (HVAC, Elevators, Communications, Life-Safety, Automation)
- Lighting, Doors, Windows, and Millwork
- Elevators and Associated Components
- Fire Detection, Protection, and Suppression Systems (Fire, Life, Safety)
- Lockboxes for Mail
- Emergency/Back-Up Generator
- Electrical, Kitchen, Bathroom, and Other Appliances and Accessories
- Hardscaping and Softscaping
- Security and Access Control Systems (Intercom, Fob, Cameras, etc.)
- Temporary and Permanent Utility Connections and Disconnections
- Metering/Submetering Systems
- Systems Testing, Commissioning, and Owner Training
- As-Built Documentation, Warranties, and Operating Manuals
- Final Cleaning, Move-In Readiness, and Deficiency Correction

This should also include ensuring receiving stamped submittals for engineered systems where relevant. All this work will be included within the Guaranteed Maximum Price amount.

Project Fee Structure

The contract agreement will be composed of a cost to VDC structured in two parts: a fixed fee for the Services and the Work, and a guaranteed maximum price option plus percentage cost savings option. The proposal submitted should include the acceptable/proposed fee amount and structured clearly through a completed *Appendix A* proposal form.

The purpose of this sought after fee structure is to set expectations of the selected Construction Manager's own fees, profit, and overhead at a fixed-amount, while offering a broader fixed price to be determined by an independent consultant once designs are further developed and construction funding is approved, within which the selected Construction Manager will procure and manage subcontractors for construction of the designed building, with the expectation to profit additionally off of any possible sources of value engineering, efficiencies, or savings that can be found.

Fixed Fee for Services and Work

Fixed fees for the Services and the Work seek to offer payment for the proponent's labour costs, overhead, and profit for the whole project duration. Proponents should separate fixed fees for Services for consulting for stages described in the table below.

Fees for Work (but not Services) should only encompass the fixed amount for the sum of the Work that is not subcontracted out, intended to be limited to the profit and overhead costs for the Construction Manager for their services as a general contractor, and will be paid during the construction stage only. These are reflected in spaces left for input in *Appendix A*.

Stage	Scope and Definition
Pre-Class B	<p>Services including informing design considerations to offer cost savings opportunities and construction schedule reductions, offer guidance on plausibility of incorporating modern methods of construction, identifying and helping to mitigate plausible risks throughout the project, providing supporting documentation as required to receive development permits/site plan control and necessary approvals (including preparing a preliminary construction management plan).</p> <p>During the Pre-Class B stage, limited services required will predominantly only involve monthly or bi-weekly participation in meetings to provide guidance on various construction considerations and preparation of a Preliminary Construction Management Plan for the purposes of a Site Plan Control application.</p> <p>The completion of the stage is marked by the completion of the documents specified in Appendix C, a Class B budget prepared by an independent Cost Consultant, and execution of a Guaranteed Maximum Price option.</p>
Tender	Pre-Class B stage services, as well as coordination of tender and procurement for

construction, construction stage scheduling, cost control and management, and project management planning work required to set the construction stage up for success (such as setup of Procure and Change Order processes).

The completion of the stage is marked by the first draw of approved construction financing, the approval of a building permit, the completion of all required tender work as defined by the Architect-prepared specifications, and the beginning of on-site work.

Construction All required services, management, and completion of the work as the project is carried through the actual construction process.

The completion of this stage is marked by substantial completion, approval of an occupancy permit, takeover and warranty review completion, and an end to on-site work.

The fee for construction stage portions for the fixed fees for Services and the Work will be paid as an equal amount for each of the months of construction determined by the construction schedule, prior to the commencement of the Work. If a construction schedule immediately prior to the start of construction determines that more time will be required than anticipated in the proponent's proposals, an adjustment can be made to the Fee for Services which will only encompass the additional cost to the proponent for construction management and site services, and not any profit or overhead.

Should extraordinary circumstances require, this fee can be adjusted by mutual agreement of the project owner and the architect.

Guaranteed Maximum Price Plus Percentage Savings Option

Once design development has progressed sufficiently to support reliable pricing, at least requiring the documents noted in Appendix C, we'll commission the preparation of a Class B budget by an independent Cost Consultant, seeking to identify a reasonable estimate and contingency amount for the completion of construction work. This budget, in turn, will be used to inform our applications for construction loan and grant funding. Thus, in order to mitigate risk once construction financing applications have been completed, we are also seeking to enter into a Guaranteed Maximum Price (GMP) at that point, for an amount equal to the sum of the Class B budget estimate **and** its recommended contingency amount.

This GMP will aim to cover all costs for the Work except for the fee for the Work, and will be paid for by VDC to the Construction Manager in order for the Construction Manager to see to it that the building is constructed. It is within this GMP amount that the Construction Manager is expected to deliver a completed building as is inferable from the design intent, required for occupancy, or necessary for the practical, code-compliant, and intended use of the property.

Savings resulting from joint efforts — such as value engineering from consultants, substitutions approved by the Architect, Engineer(s), and Construction Manager, or efficient coordination between design and implementation — will result in additional rewards among relevant parties. The GMP option will specifically offer that 20% of the GMP amount less the actual cost of construction will be paid to the Construction Manager, as structured under *Article A-8.3 of the CCDC 5B*. Similarly, 10% of this amount (savings) will be paid to the Architect under their contract.

In the case that a Class B budget yields a GMP value greater than what is viable for the project to receive construction financing, the Construction Manager, Architect, and Owner will aim to identify and negotiate an alternative GMP with concessions on design requirements if necessary. VDC reserves the right to issue a competitive tender or RFP should the organization and proponent not come to an agreement on a GMP value.

As a result of the GMP contract structure, Change Orders or Change Directives including a price change should not necessarily be required except where an adjustment to the Guaranteed Maximum Price option amount is made on the basis of fundamental, unforeseeable changes to the scope of work. This and other specific terms are included in *Appendix B* of this Request for Proposals.

Note: The start of each stage may be delayed based on when funding is made available to proceed with the stage. Proponents should be aware that there may be unanticipated or avoidable delays to the work and corresponding payment. Fees may be adjusted at a reasonable rate to account for inflation where necessary if there are substantial delays, at least greater than a year, beyond the expected schedule for pre-construction milestones.

Submission and Evaluation Process

The following is the anticipated schedule for this Proposal:

Request for Proposals Issued	10/03/2026
Registration Deadline	20/03/2026
Question Response Addendum Issued	25/03/2026
Submission Deadline	13/04/2026
Letter of Intent Issued	27/04/2026

All applicants that have registered by informing the Project Authority will be provided access to RFP attachments and included in correspondences to inform them of addendums, amendments, and answers to inquiries.

Questions addressed to the Project Authority within a reasonable time before the issue date for the Question Response Addendum will be answered and included in the addendum. Questions addressed to the Project Authority after such a period may be answered individually at a separate date or may not be answered at all.

Proposals should be emailed to the Project Authority before the end of day 13/04/2026.

Evaluation Process

Upon passing of the submission deadline, a panel of agents authorized by the project owner will review all proposals and set-up an interview with all proponents whose proposals meet the minimum requirements outlined in this RFP. A short list of proponents may also be asked to revise proposals, to provide clarifications, or to negotiate on key points of the proposal or RFP.

The discussions from these interviews, paired with the initial proposals, will be used by the panel to decide to score proposals according to the included rubric that outlines the key priorities for proponents to address. The timeline for interviews is not fixed and will occur on a rolling basis.

Upon completion of proposal grading, a letter of intent will be issued to the proponent with the highest score, and other proponents will be notified as such. If negotiations do not lead to a contract, the project owner may move to the second highest scoring proponent, and so forth, without notifying all applicants. Upon signing of a contract, all applicants will be notified, and will have the opportunity to request a completed rubric, and a meeting in which the Project Authority can explain the decisions associated with scoring.

Evaluation Criteria

Submissions will be evaluated based on a set criteria which may be considered in a subjective manner. Inclusions in the submission should be clear and direct, providing specific plans and explanations of the requested information. A panel of agents authorized by the contracting party will score proposals based on the following rubric.

Proponent Experience

Past work as general contractor of the firm and of individual team members, and particularly as construction manager, for projects of a similar scale. Preference for experience with projects with aligning objectives (affordability, energy efficiency, etc). Metrics demonstrating ability to deliver projects with low total costs and positive feedback from clients. 30

Understanding of Project Requirements

Description of the scope of work desired, providing clear deliverables, schedules, and other submission requirements that align with the desired work expressed. 20

Approach and Methodology

Approach to estimation, quality control, risk identification and management, scheduling, tender, work planning, and reconciliation. This also includes an evaluation of the quality and detail of the project schedule and Class D budget estimate. 20

Fee Proposal

Fee for services that aligns best with the project capital budget limitations, acceptance of the proposed GMP Option, and an invoicing system that aligns with the owner's needs surrounding timing of payments. 30

This rubric does not limit consideration of disqualifying proponents for minimum requirements set out for bonding capacity, WSIB history, conflicts of interest, pending litigation involving the proponent firm, or other relevant constraints to receive construction financing approval.

Nothing in this RFP should be construed or interpreted as a guarantee or promise by VDC to enter into any contract of any kind with respect to the project. VDC reserves the right to accept or reject any or all proposals and is not obligated to accept the lowest priced proposal.

Submission Requirements

In addition to a technical proposal document prepared by the proponent to be assessed according to the RFP rubric, proposals should include the following documentation:

- A completed *Appendix A* Form as attached to this RFP
- A letter from a nationally recognized surety company confirming total bonding limit, current bonding committed, and availability of required bonding for this project
- A WSIB Workplace Injury Summary Report or CAD7 Profile
- A CCDC 11 Format Portfolio of Past Work
- A Class C/D Construction Cost Estimate

The technical proposal document is recommended to contain the pieces of information in the table below, described to enable clearer understanding of expectations.

Understanding of Project Requirements

In layman's terms, a reflection of the project's key objectives and a narrative description of the vision that the proponent is putting forward within the frame detailed in this RFP. Key considerations worth noting for the project, including details of design relevant information that remain unidentified in the RFP.

Proponent Team

Resumes and experiences of the team that will be working on the project, including specific descriptions of the work they are anticipated to take on specifically for this project. This should include the proposed project manager, project coordinator, and site superintendent.

Past Project References

Examples of past projects, with information such as project type, scale, primary structural components, form of construction contract used, budget, timeline, amount of savings identified, number of change orders, and contact information for references that can share details of their experiences working with the proponent.

Corporate Mission, Vision, and Values

Summary of corporate values and vision, as well as alignment of the company's vision with project objectives.

Cost Containment Methodology

Approach to identification of sources of savings through value engineering, constructability, schedule/phasing efficiency, overtime, etc., as well as examples of possible relevant solutions to control costs and improve outcomes within the contract scope, such as sourcing, alternative materials, and site-specific innovations.

Modern Method of Construction Considerations

Consideration of the viability of usage of various Modern Methods of Construction as it applies to the proposed project, impacts various MMCs may have on budgets and schedules, and the approach the proponent may take in integrating appropriate MMCs into the project.

Indigenous Reconciliation Framework

Approach to integration of Indigenous voices, design features, and ways of knowing into building design, and commitment/mechanism to approach respecting the 92nd Call to Action for the purposes of this project.

Apprenticeship and Career Development Policies

Practices relating to the advancement of careers for staff and the training of apprentices to offer pathways to entry into the skilled trades, including incorporation of such policies in tender for subcontractors.

Trade Affiliations

A list of all Union Trade affiliations of the organization and a description of the proponent's experience and relationships with unionized subtrades.

Scheduling Approach

Methodology for the preparation of project schedules and structuring of work to optimize project schedules, including for the schedule prepared as a part of the proponent's proposal.

Estimation Approach

Methodology used for providing estimates of construction costs, including for the budget prepared as a part of the proponent's proposal and for advice provided for design decisions.

Quality Management Approach

Description of ways in which ISO 9000 principles are embedded into the organization's design process.

RFI, CCN, CO, Document, and Contract Management System

Description of systems and software programs (such as Procore) used by the proponent for effective coordination, preferably including a diagram of the flow for approval of change orders and tenders.

Risk Mitigation

Identification of possible risks specific to this project, and recommendations on approaches to mitigate, transfer, accept, or avoid them entirely.

Project Schedule

A gantt chart establishing a theoretical timeframe for construction to take place, beginning on 15/03/2027, considering dependencies, lags, and reasonable estimates varied by seasonal and supplier variation. Schedules are preferred to include consideration of critical steps through tender/procurement, demolition, excavation and foundation pour, framing, envelope, landscaping, rough-in and insulation, drywall, finishes, and commissioning. Reasonable estimates should be made based on current designs, but variation is expected.

Class C/D Budget Estimate (Excluding GST/HST)

An estimate of construction costs separated by at least the MasterFormat divisions relevant to the project and fees for insurance and bonding, and on the basis of design features and elements, preliminary measurements, and reasonable quotes or assumptions based on completed projects. A list of inclusions and exclusions in budget considerations would be considered highly valuable.

Upon selection of a proponent, the selected proponent may prepare a final contract that includes a CCDC 5B (2010) standard form of contract, all documents of the RFP and the proposal, and any necessary amendments or supplemental conditions as may be negotiated. Proponents are encouraged to list any points of contention/negotiation related to the proposed contract or supplementary conditions in their proposals.

Surety required includes 50% Performance Bond and 50% Labour and Material Payment Bond, as well as a 10% Bid Bond. Insurance is expected to meet the minimum requirements set out by project funders and CCDC, included as an attachment to this RFP. Labour and material performance bonds must similarly meet minimum requirements set out by project funder as well, including having the project funder as a dual obligee rider.

RFP Terms and Conditions

Proponents, successful or not, will not be reimbursed for costs incurred in the preparation and submission of their response to this RFP, nor any other costs incurred by the consultant before a signed and executed contract is established.

The Proponent assumes responsibility for compliance with all laws and regulations concerning its eligibility to provide a Submission and to perform the Services in the Province of Ontario and is aware that this RFP is governed by the laws of the Province of Ontario.

If the Key Personnel named in a Proponent's proposal leave or become unavailable or unable to perform their duties for circumstances beyond the Proponent's reasonable control, the Proponent shall promptly notify the Project Authority and submit resumes of proposed replacement personnel. Proposed replacement personnel should possess professional and/or technical qualifications and comparable experience equivalent to the Key Personnel being replaced.

The Proponent's proposal is to be signed by the firm's signing authority.

Proponents are advised that only the written information issued by the Project Authority in this RFP document, and any appended documents and any associated Amendments shall be contractually binding.

VDC shall have the sole right to initiate or to terminate negotiations.

VDC reserves the right to request revisions, clarifications, confirmations from any or all Proponents regarding any aspect of the proposal. A right is similarly reserved for the verification or clarification of any information in proposals with any third party.

All information provided by or obtained from Verdance in any form in connection with this RFP, including the RFP format and language:

1. Is the sole property of the Verdance Development Corporation and must be treated as confidential;
2. Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
3. Must not be disclosed without prior written authorization from the Verdance Development Corporation; and
4. Shall be returned to Verdance immediately upon the request of the Company.

The Proponent agrees that Verdance's sole obligation, in return for the Proponent's preparation and submission of its Proposal, is to give consideration to the Proposal in accordance with the RFP Documents. Neither Verdance nor its officers, employees, agents or representative shall be liable to the Proponent or any of its officers, employees, independent contractors, subcontractors, agents or representatives for any losses, expenses, costs, claims, damages, including incidental, indirect, special or consequential damages or liabilities arising out or by reason of or attributable to this RFP process, including, without limitation, the cost of preparing and submitting a Proposal and any anticipated profits and contributions to overhead. The provisions outlined above shall survive the termination of this RFP process and the execution of the contracts by the Successful Proponent and Verdance.

Should the firm wish to maintain intellectual property rights over any portion or aspect of the final submission, this must be clearly identified in the proposal, including trade secrets, commercial, financial, labour relations, technical, or other aspects of the proposal which may be considered proprietary or confidential in nature. VDC will make a reasonable effort to hold all information marked as confidential by the proponent in strict confidence where required or permitted by law, but should not be liable for any action as contemplated by the Ontario Freedom of Information and Protection of Privacy Act (FIPPA).

VDC commits to providing a response or update within 60 (sixty) days of submission of proponents' proposals. VDC reserves the right to cancel this RFP without selection of a proponent if prices exceed the internal budget for the project, there are no satisfactory proposals, there are an insufficient number of proposals, or should unforeseen circumstances arise at any time. Any complaint, claim or dispute that a proponent may have with VDC in respect of this process or its outcome should be expressly waived.

By submitting a proposal, each proponent acknowledges that it has read, accepts and agrees to all of the terms, conditions and stipulations set out in the RFP documents. VDC shall have no legal liability or obligation until and unless a formal agreement is executed with the proponent. This RFP does not constitute a binding offer or agreement and no contractual relationship will arise until a written agreement is executed.

Appendices

Appendix A – Proposal Fee Structure

Fixed Fee for the Services and the Work Distributed by Stage (Not Including GST/HST)

	Pre-Class B Budget	Tender	Construction	Total
Fee for the Services	\$	\$	\$	\$
Fee for the Work			\$	\$

Invoice Terms (Mark All Considered Acceptable)

- Single Invoice per Milestone
- Monthly Invoice for Percentage of Milestone Completion
- Net 30 (for Pre-Construction Services Only)
- Net 60 (for Pre-Construction Services Only)
- Net 90 (for Pre-Construction Services Only)

Reimbursable Expenses and Disbursements Not Included Above

Appendix B – Proposed Supplemental Conditions and Terms

Any Amendments and Supplementary Conditions, including those proposed and not disputed in the original Request for Proposals, take priority over any conflicting stipulations of the CCDC 5B Agreement.

Confidentiality and Conflicts of Interest

The Construction Manager and any of its respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The Construction Manager acknowledges and agrees that a conflict of interest includes the use of Confidential Information where the Owner has not specifically authorized such use.

The Construction Manager agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all Confidential Information and Personal Information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any Confidential Information or Personal Information, except where required by law, without first obtaining the written consent of the Owner.

CCDC 5B Adjustments

Replace A-6 6.1 to instead read "Reimbursable expenses, including those identified in Schedule A2 to the Agreement, will not incur any administrative charges, and will be entirely covered within the scope of work under the Guaranteed Maximum Price Plus % Cost Savings Option, without any changes to the Price of the Services and Price of the Work defined by the Option."

Replace GC 2.2.2 to instead read "The duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents may be modified or extended only with the written consent of the Construction Manager following consultation with the Owner and Consultant."

Add a section, GC 3.1.3, which should read "Prior to commencing individual procurement, fabrication and construction activities, the Construction Manager shall verify, at the Place of the Work, all relevant measurements and levels necessary for the proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Construction Manager shall immediately notify the Consultant in writing and

obtain written instructions from the Consultant before proceeding with any part of the affected work.”

Replace GC 3.4.2 to instead read “The review of Drawings, Specifications and material and finish schedules under paragraph 3.4.1 shall be to the best of the Construction Manager’s knowledge, information and belief. The Construction Manager shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the Construction Manager did not discover except where such damage or costs cause the Cost of Work to exceed the Guaranteed Maximum Price.”

Replace GC 3.5.2 to instead read “keep the construction schedule, in Gantt format, updated daily on a software such as Microsoft Project, Procore, or other software that may be acceptable to the Owner and the Consultant, which must be accessible to the Owner, the Consultant, and any other parties at the request of the Owner or Consultant. The fees for incorporation of such software into the project should be included in the Fee for the Work.”

Replace GC 4.1.4 to instead read “Where costs under any cash allowance exceed the amount of the allowance specified in this Contract the Guaranteed Maximum Price shall not be adjusted by Change Order to compensate the Construction Manager for any excess incurred and substantiated. The Guaranteed Maximum Price shall only be adjusted by Change Order upon completion of an independently prepared Class B Construction Cost Estimate, to an amount equal to the total estimate and any required contingencies or as may be negotiated at such a time, or negotiated following a fundamental change in the scope of the Work impacting elements except those that may be reasonably inferable from the design intent, required for occupancy, or necessary for the practical, code-compliant, and intended use of the property. Where costs under any cash allowance are less than the amount of the allowance, the Owner shall be credited for the share of the unexpended portion of the cash allowance indicated in Article A-8 8.3.2.”

Replace GC 6.3.5 to instead read “There will be no adjustment to the Construction Manager’s Fee or the Guaranteed Maximum Price as a result of a Change Directive, unless the Change Directive constitutes a fundamental change in the scope of the Work impacting elements except those that may be reasonably inferable from the design intent, required for occupancy, or necessary for the practical, code-compliant, and intended use of the property. If the Change Directive constitutes a fundamental change in the scope of work, the Guaranteed Maximum Price shall be adjusted by the changes in the Cost of Work resultant from the Change Directive.”

Replace GC 6.5.2 to instead read “If there are any delays or extensions of the project schedule following the commencement of the Work, for any cause other than an action or omission of the Owner, Consultant, the Construction Manager will not be entitled to any adjustments to the Fee for Work, the Fee for the Services, the Guaranteed Maximum Price Option, or any additional payment from the Owner in any form. This will include no additional contributions for the Construction Manager’s overhead. The Owner will similarly, however, not be entitled to any restitution for any such delays.” and delete GC 6.5.3.

Replace GC 9.1.1.1 to instead read “errors in the Contract Documents which the Construction Manager could not have discovered while applying a reasonable standard of care”.

GC 5.4, GC 5.6, and GC 11.1 will be valid except where in conflict with any requirements stipulated by the project funding and financing sources. The Owner will inform the Construction Manager of any such stipulations and they will form a part of the Contract Agreement between the Owner and Construction Manager.

Guaranteed Maximum Price Option Intention and Details

Work for which drawings, specifications, or other design documents are not complete at the time of execution of the Guaranteed Maximum Price (GMP) Option shall be deemed included in the Work if such elements are reasonably inferable from the design intent, required for occupancy, or necessary for the practical, code-compliant, and intended use of the property.

The Construction Manager, Architect, and Owner shall work collaboratively and concurrently to finalize such design information in a timely manner to enable execution of the Work without delay and with a clear, upfront understanding of cost or schedule implications.

Where additional or clarified documents are issued after execution of the GMP Option, the Construction Manager shall treat any resultant cost adjustments as part of the agreed GMP, to be managed within the project contingency. The GMP shall not be increased except where the change arises from;

- Owner-directed scope additions,
- Changes in law or building code after GMP execution that would deplete the remaining project contingency included within the GMP, or
- Unforeseen conditions not reasonably discoverable prior to GMP execution that would deplete the remaining project contingency included within the GMP.

Additional costs resulting from adjustments made after GMP execution, but which are reasonably inferable from the design intent, required for occupancy, or necessary for the practical, code-compliant, and intended use of the property, shall be treated as part of the agreed GMP, to be managed within the project contingency.

The Construction Manager shall not be entitled to a Change Order for items reasonably inferable from the contract documents or the intended function of the facility. The Construction Manager shall not, however, be held responsible for major design omissions or scope expansions beyond what is reasonably inferable from the design intent.

The GMP will not cover costs for the proponent's expenses, except for aspects of the Work where the proponent has submitted a competitive bid, which is approved by the owner and architect, through the standard tender process. In this case, the Construction Manager will be required to disclose their intent to submit a bid prior to the tender of that item, and will coordinate the tender process in collaboration with the architect and owner, soliciting at least three (3) other bids. The owner and architect will each be able to unilaterally veto any bid made by the Construction Manager or demand the Construction Manager solicit additional bids. The intent of this restriction is to ensure that a proponent does not seek to profit through the GMP, rather than the percentage savings option.

If the Owner requires the award of tender to be made to a Subcontractor or Supplier asking for a higher price than the Construction Manager's preferred bidder, the difference between the two amounts will come from the share of savings otherwise entitled to the Owner first, thus preserving the share of savings which are owed to the Construction Manager.

Appendix C – Minimum Class B Budget Document Requirements

Preliminary Architectural Working Drawings

- Working drawings/plans showing the project and existing or proposed environmental items, including:
 - Traffic patterns (pedestrian, vehicular, access to parking space, etc.)
 - Parking areas for employees, visitors, residents, etc.
 - Loading areas
 - Snow removal and storage areas
 - Garbage and recycling storage areas
 - Grading, including existing and proposed grade elevations and storm drainage elements
 - Cross sections demonstrating the relationship of the building to the ground elevations and planting
- Floor plans for each floor including necessary accommodations like circulation areas, stairs, elevators, and ancillary spaces anticipated for service use
- Elevations of all exterior project facades, including floor and ceiling levels, concealed roof levels, doors, windows, mechanical openings/vents, electrical fixtures, down sports and trim
- Cross sections demonstrating the project floor levels, room heights, inner corridor elevations, etc.
- Detailed sections of walls or special design features requiring illustration and explanation, including fireproofing methods
- Project perspectives, to show three-dimensional building with site colours and materials where possible

Preliminary Working Landscaping Plans

- Working drawings/plans showing proposed landscaping items, including:
 - Planting plan
 - Hard and soft landscaping (paved, grass, and ground cover areas)
 - Pedestrian pathways, sidewalks, and links
 - Site furniture layout including flagpoles
 - Lighting layout
 - Signage
 - Amenity areas
 - Location of hose bibs
- Site services layout showing all buried services and above ground structures such as hydro boxes, hydrants, generator, septic, well, etc.
- Draft Masterformat specifications for all relevant landscape construction items

Preliminary Structural Working Drawings

- Geotechnical report including borehole soils information
- Concept foundation design
- Analysis of anticipated construction problems and groundwater conditions
- Drawings indicating the structural framing system, grid layout, location of shear walls, location of expansion joints, structural frame materials, foundation, and any other significant or unusual details
- Documents showing the design loads applicable to the building

Preliminary Mechanical Working Drawings

- Working drawings/plans showing proposed mechanical items, including:
 - Entrances for water supply
 - Sanitary and storm drains
 - Location of well and septic system or connections to public utility services
 - Key invert elevations
- Drawings showing the preliminary sizing of ventilation including ducting, crossovers and fire dampers cooling, heating systems with locations, and all major equipment layouts in mechanical rooms
- Drawings of the fire protection systems showing major components including water storage and pumping for buildings not on municipal water services
- Updated schedule of requirements
- Documented information of all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept, and energy budget
- Descriptions of the mechanical systems and the components of each system, perceived operation of the mechanical systems, and the building systems controls
- Documented information explaining project acoustical and sound control measures, including reference to the sounds rating requirements specified in the space data sheets

Preliminary Electrical Working Drawings

- Working drawings/plans showing proposed mechanical items, including:
 - Service entrances
 - Floor elevations and room identification
 - Legend of all symbols used
 - A panel schedule with loadings for each panel
 - Communication system distribution
 - Radio antenna mounting with cabling to distribution system
 - Radio system distribution

- All conduit and wire sizes except for minimum (included in specifications instead)
- Floor layouts for lighting, power, telecommunication systems, addressable fire alarm, security, closed circuit television, and other systems, etc.
- A schedule for motor controls
- Lighting layout and fixture schedule indicating methods of circuiting, switching and mounting
- Electric heating layout and schedule (if applicable)
- Owners metering and control connections
- Elevator equipment and control (if applicable)
- A single line diagram of the power circuits with their metering and protection, including complete rating of equipment, maximum short circuit levels, and inclusions and sizes for services
- Documentation including the total connected load, sizing of standby load, and short-circuit and protective device coordination requirements and calculations showing the ratings of equipment used

Specifications

- Draft specification sections of Masterformat sections to be used
- Outline specifications for all systems and principle components and equipment
- Manufacturers literature about principle equipment and system components