

Construction Manager (CM) Request for Proposal (RFP)  
**Acclaim Health**  
**New Dementia Care Day Program**  
2250 Speers Road, Oakville, Ontario  
**17 September 2019**

Each proponent's CM Request for Proposal **PART ONE** submission must include the following:

1. Completed CCDC 11 - 2016 Contractor's Qualification Statement.
2. Company profile including the resumes and relevant experience (while employed by the proponent) of the proposed project manager, site superintendent, & assistant site superintendent.
3. Examples of the most recent similar completed care projects, including prime consultants contact information, current email address and phone number.
4. WSIB 'Workplace Injury Summary Report' most recent edition.

Each proponent's CM Request for Proposal **PART TWO** submission must include the following:

5. One original of the completed CM RFP Fee Proposal Pricing Form (4 pages) Supplementary Appendix "A" (2 pages) Supplementary Appendix "B" (1 page).
6. Existing and any known upcoming Union Standing Agreements.

All questions related to this CM RFP shall be emailed to Anthony Bateson, MMMC no later than 72 hours prior to the submission deadline. Addenda will be issued to all proponents.

Proponents are to email their **PART ONE** submission as a single pdf attachment (size limit of 12MB), to [anthony.bateson@mmmc.on.ca](mailto:anthony.bateson@mmmc.on.ca), and deliver the **PART TWO** submission in a sealed envelope to:

MMMC Architects  
127 Brant Ave,  
Brantford, Ont, N3T 3H5  
Attention: Anthony Bateson

on, or before Monday October 7, 2019 **at 3:00:00 pm**. Late submissions will not be considered.

## **SELECTION CRITERIA**

To be considered, a proponent's average annual construction value for the past 3 years must exceed \$12M Canadian annually. Only the Part Two submission of the five highest ranked Part One submissions will be opened. The submissions will be ranked using evaluation criteria as follows:

1. Company profile. The profile should include the size of the company (i.e. number of employees and office locations, including any satellite offices).
2. Relevant experience of the proposed project manager (PM) and site superintendent (SS). Resumes or CVs need to be provided for the PM and SS.
3. Record completing projects on schedule. Provide a list of recent (i.e. within the last 5 years), relevant (i.e. healthcare-related) projects with both the original scheduled completion date and the actual completion date.
4. Quality of work, as informed by reference feedback.
5. Coordination of sub-trades, including initial shop drawing review,
6. Communication & flow of construction administration documents. Simplified (or complicated) process, communication effectiveness, efficiency, and rigour.

- complicated) process, communication effectiveness, efficiency, and rigour.
7. Promptness of deficiency correction.
  8. Promptness of warranty correction.
  9. Record of site safety.
  10. Contribution during design phase.
  11. Reasonable pricing of extras / credits.
  12. Owner and/or consultant previous experience with the proponent.
  13. Standing agreements that obligate the Owner to consider only union sub-trades, for any given sub-trade package, will be a factor when the Part Two CM fee is evaluated.
  14. Financial stability/strength of the company. This can be demonstrated with a letter from the audit firm indicating current levels of working capital, balance sheet health, and history of profitability or losses.
  15. A list of other supporting staff with a short bio that demonstrates their relevant experience.
  16. A list of unique contributions the proponent may add to the project.
  17. Litigation history over the past 5 years.
  18. Competitive bid process. How the proponent ensures a fair and transparent process.
  19. Dispute resolution process between: i) CM and sub-trades and/or suppliers; ii) CM and consultants; & iii) CM and owner. Fairness, simplicity, options provided, and timely & relevant communication are key elements.

The Owner and/or consultant reserve the right to request confidential references for any of the proponent's listed projects, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in construction. Such references will be clients and/or architects on similar projects. The owner reserves the right to interview all proponents as deemed necessary to fully understand and evaluate their submissions.

Services in your CM Fixed Fee must include the following, to the extent required to fully respond to the project complexity and schedule; project manager, assistant project manager, project coordinator, estimating, accounting, management and scheduling of all sub-trades & suppliers, site superintendent, site layout for all subcontractors; supervision, coordination and direction of all sub-trades & suppliers, general superintendent, safety manager, safety coordinator, site safety inspections, progress billings. Refer to Appendix "B". Base fee must also include all 'overtime', including weekend, evening, and overnight work on the part of both office and site staff, without additional cost, as required to meet the schedule.

## **CONSTRUCTION SCOPE & SCHEDULE**

### **Proposed Development**

The site is located at 2250 Speers Road, Oakville. The existing building is a former turbine part manufacturing facility which will be renovated to serve as a seniors' day program and overnight short-term respite facility. Schematic Design site plans, floor plans, and building elevations are attached.

### **Building Design and Schedule**

The scope of work includes the renovation and alteration of an existing 1-storey building with a total area of approximately 1,490 m<sup>2</sup> (16,000 sf); full civil scope including water, storm and sanitary; primary and secondary hydro, grading and asphalt parking areas and landscaping. The existing building structure is load-bearing concrete block exterior walls with free-spanning steel roof joists, and will be maintained, or selectively removed and reinforced, to suit the design.

Work is intended to begin on site in January of 2020, with a target completion and occupancy of the main Day Program in November of 2020. A second Day Program and Overnight Respite construction project will be completed at a later date (under a separate contract), while

the main Day Program is occupied and in use.

## **CONSTRUCTION COST BUDGET**

The construction cost budget including CM fee, abatement, demolition and site work, is \$4,100,000 (excl. HST). It is expected that the Construction Manager will work with the owner and consultants as an integral member of the Project Team to provide Value Engineering (VE), and cost estimates, to ensure the project is completed within budget and on time.

In the Pre-construction Stage, the construction manager's scope of work includes:

1. Design Development; provision of Class C elemental cost estimate at 50% Design Development; evaluation of alternate materials and systems as required to ensure cost estimate is aligned to construction budget; and assistance to owner in preparation of overall project budget, and also set a project milestone schedule. The CM's senior estimator is required to attend 3 consultant coordination meetings at MMMC Brantford or Acclaim Oakville Head Office as required. As one of its first deliverables, the proponent is to provide an opinion on the reasonability and/or feasibility of the existing Class D estimate and proposed target dates for completion.
2. Construction Documents (CD); provision of Class B cost estimate at 30% Construction Documents; evaluation of alternate materials and systems as required to ensure cost estimate is aligned to construction budget; and assistance to owner in updating overall project budget. The CM's senior estimator and the CM's project manager are each required to attend 3 different consultant coordination meetings (total of 6 during CD) at MMMC Brantford or Acclaim Oakville Head Office as required.
3. Bidding; prepare list of sub-trades to be invited, for owner and consultant review and comment. Issue sub-trade packages and receive bids. Balance bids and prepare recommendation for each sub-trade package including the 3 most qualified Bid Forms & completed CCDC11-2016.
  - a) Trades and suppliers selection are to be based on qualifications, reliability, and ability to deliver on a timely basis. Low bid alone is not considered a sufficient and complete selection criterion.
  - b) The tendering process must be fair and transparent to all bidders, and conducted in accordance to industry practices.
  - c) Prepare subtrade Bid Packages that are complete and provide sufficient detail so as to minimize follow-up questions from potential bidders.
  - d) Recommend contingency/risk allowances (i.e. secondary plans and processes to put in place in the event the primary course of action is not possible).
  - e) All of the above to be reviewed and approved by the owner at the owner's sole discretion. Proponent is expected to work with the owner and consultants to identify issues (i.e. comprehensiveness and coordination of the consultants documents and/or drawings, etc.) ahead of time and proactively advise on reasonable solutions.
4. Each of the Class C and Class B estimates, are to be completed within three weeks (or sooner) of receiving the consultants design documents.
5. Refer to standard CCDC5B for CM's other typical services during pre-construction stage.
6. Allow the owner and consultants' full unrestricted access to the site.
7. All the sub-trades and suppliers are to contract directly with the proponent.
8. Provide continuous cost-to-value analysis relative to the budget and cost estimates so that the owner and consultants can make informed decisions regarding design and construction strategies.
9. Provide regular updated cost and cash flow forecasts (i.e. at least monthly).
10. Provide a final budget update, after all sub-trades bids are in, for owner review and approval before contracts are awarded.
11. All of the above are to be reviewed and approved by the owner at the owner's sole discretion.

## **PROPOSAL SUBMISSION**

1. Proponents shall complete the Fee Proposal Pricing Form. Part Two shall be submitted in sealed envelopes, bearing on the outside, the name of the Proponent, their address, and the name of project for which the proposal is submitted.
2. It is the owner's prerogative to clarify information provided on a proponent Fee Proposal Pricing Form.
3. The owner reserves the right to open proposals privately and unannounced, and to reject any and all proposals without explanation. The owner reserves the right to issue a new RFP should that be deemed necessary by the owner.
4. The CM RFP submission deadline is an exact time.
5. Part One submissions received after the submission deadline will not be considered.
6. Part Two proposals will not be accepted after the submission deadline.
7. The time clock used to establish delivery deadline is located at the offices of MMMC Architects, 127 Brant Avenue, Brantford.
8. Proposals delivered by mail or courier will be considered to have been officially received only if stamped and signed as such by the receptionist at designated office noted above.
9. Only the Part Two submission of the five highest ranked Part One submissions will be opened.
10. RFP's and associated documentation shall remain the property of the owner.
11. Proponents must sign a confidentiality agreement regarding all information pertaining to the owner and this project.
12. The proponents are to disclose any perceived and actual conflicts of interest during the project (For example, awarding sub-trades that have family ties and/or blood-line relationships).
13. All expenses, related to the preparation and submission of this RFP, are the responsibility of the proponent. The owner incurs no responsibility for such costs.

## **BONDS**

1. A 50% Performance Bond and a 50% Labour and Material Payment Bond, for the entire construction cost (including coverage for all sub-trades & suppliers), will be required after award of CM Services. Although the cost to provide the 50% Performance Bond and 50% Labour and Material Payment Bond is not in the CM base fee, the unit rate quoted on the Pricing Form will set the cost per \$1000 for the project duration.

## **INSURANCE**

1. Proof of insurability will be required from the selected CM as a pre-condition in advance of award. Although the cost to provide Insurance is not in the CM base fee, the unit rate quoted on the Pricing Form will set the cost per \$1000 for the project duration.

## **ACCEPTANCE OF PROPOSALS**

1. Part Two proposals must be signed.
2. The owner reserves the right to accept any Proposal or reject any or all Proposals without explanation.
3. Construction managers with standing agreements that obligate the Owner to consider only union sub-trades, for any given sub-trade package, will be a factor in the award.
4. The lowest compliant total price will be a factor in the award.
5. The lowest total price shall be defined as the lowest total of the following Pricing Form line items; 1.1, 2.4, 2.5, 2.6, 2.7, 2.8, 4.1, 4.2, and 4.3.
6. This Construction Manager Request for Proposal process does not constitute any obligation on the part of the Owner to enter into a contract with any proponent, or that

the project will proceed.

7. All costs related to this CM RFP are the responsibility of the proponent.

### **FORM OF CONTRACT**

1. A Letter of Intent will be issued so the CM may proceed shortly after selection.
2. The owner will sign an appropriately modified CCDC5B contract with the CM, to act on behalf of owner, including but not limited to, the role and responsibility of 'constructor'.
3. All unexpended allowances, contingency allowance, refundable deposits, discounts and all net cost savings will revert to the owner.

### **REGULATIONS**

1. Ontario Construction Act Phase 1 Transition Stage (Prompt Payment & Adjudication provisions do not apply).
2. Comply with provisions of Workplace Safety and Insurance Act.
3. Comply with provisions of Vacation with Pay Act.
4. Comply with regulations of Unemployment Insurance Commission of Canada.
5. Include for, and pay, full scale of wages as may be recognized in the project locality for all trades involved and observe recognized conditions of employment and hours of work.

### **QUESTIONS**

1. Should Proponents find, during examination of this Request for Proposal, any discrepancies, omissions, ambiguities, or conflicts in or among RFP Documents, or be in doubt as to their meaning, they are instructed to bring questions to consultant's attention not later than 72 hours before submission deadline date and time. If necessary an Addendum will be issued not later than 24 hours before the submission deadline.
2. Questions to be directed by e-mail to Anthony Bateson, [anthony.bateson@mmmc.on.ca](mailto:anthony.bateson@mmmc.on.ca)
3. Neither the owner, nor consultant will be responsible for any oral instructions.

### **PROPERTY OWNER**

Acclaim Health  
2370 Speers Rd.  
Oakville, ON  
L6L 5M2

### **DOCUMENTS TO BE INCLUDED WITH Part One & Part Two SUBMISSIONS**

Part One submission to be emailed as a single pdf attachment, size limit of 12MB:

1. CCDC 11 - 2016 Contractor's Qualification Statement.
2. Company profile.
3. Resumes and relevant experience (while employed by the proponent) for the proposed Project Manager, and Site Superintendent.
4. Provide prime consultant contact info for the Project Manager & Site Superintendent last two completed projects, delivered under any construction model, with CM experience being preferred. Note- If the owner elects to interview short listed proponents, the proposed Project Manager & Site Superintendent are expected to attend.
5. Examples of the most recent similar completed LTC and healthcare projects, including name of project; approximate gsf; construction cost as bid and final construction cost; original schedule and actual schedule in weeks, occupancy date (final phase), owner name and contact; and the prime consultants contact info including current email address and phone number.

Part Two submission to include one original of each of the following, in a sealed envelope:

7. Fee Proposal Pricing Form (pages 7 of 13 to 9 of 13).
  - a) A fixed fee CM services for the Pre-Construction, Construction, and Post-Construction Phases of the project, **including** the services of all Office personnel, and all On-site and Off-site supervisory and safety personnel, including overhead and profit, but **excluding** defined Cost of the Work (as amended by *Appendix "A"*).
  - b) Bond and insurance cost inclusive of all markups, including overhead and profit that would be invoiced as per Article A-7 Cost of the Work.
  - c) Hourly charge-out rates inclusive of all markups, including overhead and profit, for employees that would be invoiced as per Article A-7 Cost of the Work.
8. Supplementary Appendix "A" (pages 10 of 13 to 11 of 13).
9. Supplementary Appendix "B" (pages 12 of 13 to 13 of 13).
10. Letter listing all existing and any known upcoming Union Standing Agreements.

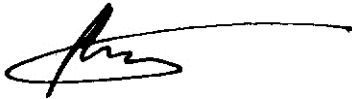
**SUBMISSION DEADLINE:** Monday, October 7, 2019, before 3:00:00 pm

**EMAIL PART ONE TO:** [anthony.bateson@mmmc.on.ca](mailto:anthony.bateson@mmmc.on.ca)

**SUBMIT PART TWO TO:** MMC Architects  
127 Brant Avenue,  
Brantford, Ontario, N3T 3H5  
Attn. Anthony Bateson

Thank you in advance for your interest in this project.

Sincerely,  
**MMMC Inc. Architects**



Anthony Bateson, M. Arch, MRAIC, OAA  
Project Architect

Attachments: Fee Proposal Pricing Form (3 pages)  
Supplementary Appendix "A" (2 pages)  
Supplementary Appendix "B" (2 page)

**Supporting Documents attached:**

1. MMC Site Plan Drawings Issued for CM RFP – dated 19.09.13 (2 pages)
2. MMC Floor Plan Drawings Issued for CM RFP – dated 19.09.13 (2 pages)
3. MMC Exterior Elevation Drawings Issued for CM RFP- dated 19.09.13 (1 page)
4. Class D Estimate dated 19.05.31 (68 pages)
5. Supplementary General Conditions to the CCDC5B Section 00 73 00 – dated 19.09.17 (24 pages)
6. Owner's Confidentiality Agreement (3 pages)



**Fee Proposal Pricing Form For Construction Management Service**

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

Project: **Acclaim Health - Dementia Care Center**  
**2250 Speers Road**  
**Oakville ON**

To **MMMC Architects**  
**127 Brant Ave**  
**Brantford, ON N3T3H5**  
**Attention: David Heintz**

We hereby offer to perform the work outlined in the Construction Management Request for Proposal, based on CCDC5B – 2010, including the supplementary Appendix “A” – Cost of the Work, and the services and responsibilities as outlined in Appendix “B”; as stated below.

1. A Fee for Construction Management services for the Pre-Construction, Construction, and Post-Construction Phases of the project, **including** the services of all Office personnel, all On-site supervisory personnel, all Safety Inspections & Reports, Safety manager/ supervisor, and all overhead and profit, but *excluding* defined Cost of the Work (as amended by *Appendix “A”*). Fixed Fee for CM services includes all markups for overhead and profit on extras (and credits) resulting from changes throughout construction.

1.1. CM Fixed Fee of \$ \_\_\_\_\_ dollars.

*Indicate average percentage FTE (full time equivalent) dedicated to this project over the duration of the construction phase for each of the following;*

a) Project Manager \_\_\_\_\_  
b) Site Supervisor \_\_\_\_\_

‘Construction cost’ is defined as the total of; costs based on competitive Bids for all sub-trade packages, plus Division One Allowances, plus a 3% construction contingency allowance on the foregoing, plus the construction managers fee, to arrive at the total

‘Construction cost’, excl HST. Unless there is a significant material change to the scope of work during construction, the Construction Management Fixed Fee will not be adjusted as a result of the actual construction cost and or construction schedule.

2. Item 2.1 to 2.3 are **included** in the Construction Management Fixed Fee, but are to be split out. Items 2.4 to 2.8 are **not included** in the Construction Management Fixed Fee.

1. All office, on-site and off-site personnel including equipment and job site trailer/office including furniture and equipment including computers, required to carry out all

Construction Management and Site Management duties  
(**included** in CM fixed fee above, includes amounts for  
2.2 and 2.3 ). \$...../month

2.2 Site Superintendent, Layout, Assistant Site Superintendent,  
General Superintendent & Safety Manager/Coordinator  
(included in 2.1 above).

\$...../month

2.3 Job site trailer/office including furniture and equipment  
(included in 2.1 above).

\$...../month

2.4 50% Performance Bond & 50% L & M Payment Bond

Unit rate of \$...../\$1000 of const cost x 4,100 = \$..... dollars

Given the rate quoted for Bonds and Insurance is based on a 12 month period, and  
given the stated construction duration is 11 months, the amount entered for item 2.4  
unit rate should represent the total cost for 50% Performance Bond & 50% L&M  
Payment Bond over the complete duration of construction.

2.5 Contractors Liability Insurance

Unit rate of \$...../\$1000 of const cost x 4,100 = \$..... dollars

Given the rate quoted for Bonds and Insurance is based on a 12 month period,  
and given the stated construction duration is 11 months, the amount entered for  
item 2.5 unit rate should represent the total cost for Contractors Liability Insurance  
over the complete duration of construction..

2.6 Wrap-Up Liability Insurance \$5M/occurrence

Unit rate of \$...../\$1000 of const cost x 4,100 = \$..... dollars

Given the rate quoted for Bonds and Insurance is based on a 12 month period,  
and given the stated construction duration is 11 months, the amount entered for  
item 2.6 unit rate should represent the total cost for Wrap-Up Liability Insurance  
over the complete duration of construction.

2.7 Builders Risk Insurance

Unit rate of \$...../\$1000 of const cost x 4,100 = \$..... dollars

Given the rate quoted for Bonds and Insurance is based on a 12 month period,  
and given the stated construction duration is 11 months, the amount entered for  
item 2.7 unit rate should represent the total cost for Builders Risk Insurance over  
the complete duration of construction.

2.8 Contractor's Pollution Liability Insurance

Unit rate of \$...../\$1000 of const cost x 4,100 = \$..... dollars

Given the rate quoted for Bonds and Insurance is based on a 12 month period,  
and given the stated construction duration is 11 months, the amount entered for  
item 2.8 unit rate should represent the total cost for Contractor's Pollution Liability  
Insurance over the complete duration of construction.

Rate quoted above for Bonds and Insurance is based on a 12 month period, but if the  
schedule is extended the rates quoted above must be held for the duration of the  
project, and must include coverage of all sub-trades and suppliers without any  
requirement for additional bonding from any sub-trade or supplier. The value of both  
Bonds must be based on the 'Construction cost' as defined, which includes the full  
value of subcontracts (PO's) awarded to all sub-trades and suppliers (with whom the  
CM has a direct contractual relationship), as well as CM fee, and work provided by  
CM own forces. Changes to scope reconciled within the 3% construction  
contingency will not give rise to additional Bonding costs. Only the net amount of  
changes to scope that exceed the total of the 3% construction contingency plus  
unallocated/unexpended budget line items and/or allowances, would give rise to  
additional Bonding costs at the rate quoted.



3. Identify a fixed fee for non-construction services (value engineering, estimating, scheduling, bidding, balancing bids & sub-trade bid package reports) performed during the Pre-Construction Phase. Fixed fee for services performed during the Pre-Construction Phase is **included** in CM fixed fee quoted in line 1.1 above. Duration of this phase is approximately 3 months October 2019 to December 2019).

A fixed fee of \$ \_\_\_\_\_ dollars

4. Unit rates for personnel to include the following. All board and lodging costs, vehicle & truck cost, travel to and from job site (travel time may not be invoiced as Cost of the Work), small hand tools (excluding consumables), payroll charges, all other employee related costs and benefits. Personnel are to be assigned Work commensurate with their skill and charge out rate. As an example, a Carpenter is not to be assigned general cleanup. The hourly charge out rate is extrapolated below based on anticipated FTE's for this project. Although award will factor in the extrapolated cost of line items 4.1, 4.2 and 4.3, only actual hours worked will be invoiced.

4.1. Working Foreman Charge out Rate (for project duration)  
Unit rate of \$...../hour x 44 hours x 48 weeks x 0.5 FTE = \$.....dollars

4.2. Carpenter Charge out Rate (for project duration)  
Unit rate of \$...../hour x 44 hours x 48 weeks x 2 FTE = \$.....dollars

4.3. Laborer Charge out Rate (for project duration)  
Unit rate of \$...../hour x 44 hours x 48 weeks x 1 FTE = \$.....dollars

5. Include separate letter on company letterhead listing all existing and any known upcoming Union Standing Agreements that would obligate the Owner to consider only bids from union sub-trades for any given sub-trade package.

7. Confirm proposal is based on one full FTE (44 hours per week) for the site supervisor, or advise part FTE on which proposal is based? \_\_\_\_\_ FTE

8. Confirm proposal is based on achieving Substantial Performance, in the stated 11 months, or identify construction duration on which proposal is based? \_\_\_\_\_ Months

All Amounts above, within Fee Proposal Pricing Form are *Canadian funds*, include all applicable taxes, except HST, and include all expenses involved including Contractor's overhead of any kind, and profit.

**Submitted by:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature of Authorized Officer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Supplementary Appendix “A” – Cost of the Work**

Appendix “A” – CCDC5B - 2010 is hereby amended as follows:

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

- Paragraph 7.1.1 Add the following at the end of paragraph:  
“, but not including personnel included in the base fixed fee.”

Working Foreman	\$...../hour
Carpenter	\$...../hour
Laborer	\$...../hour”
- Paragraph 7.1.1(2) Delete entirely.
- Paragraph 7.1.1(3) Delete entirely.
- Paragraph 7.1.1(4) Delete entirely.
- Paragraph 7.1.2 Add the following at the end of paragraph:  
“and are included in unit rates of paragraph 7.1.1 above,”
- Paragraph 7.1.3 Delete entirely.
- Paragraph 7.1.7 Delete entirely.  
Note- the cost to provide (including rental) the job site trailer/office, is included in the Construction Manager’s base CM Fixed Fee.
- Paragraph 7.1.15 Revise to read: “**Site** charges **only** for long distance communication, ...”
- Paragraph 7.1.17 Add the following at the end of paragraph:  
“excluding Safety Inspections & Reports, Safety manager/ supervisor.”
- Paragraph 7.1.21 Delete entirely.

## **Supplementary Appendix “A” – Notes**

Note 1: It is the specific requirement of this RFP that the Construction Manager includes all costs for all office, on-site and off-site personnel and equipment required to carry out all Construction Management Office and Site Management duties.

Note 2: Cost of the Work will be paid as per CCDC5B - 2010, Article A-7 as amended by this proposal. Materials, products, supplies, equipment, temporary facilities (excluding site trailer/office, furniture and equipment), utilities, rental cost of large tools and equipment (excluding hand tools that are not consumed), used in performance of the contract will be paid as a Cost of the Work in addition to the CM Fixed Fee.

Note 3: Construction Management Fixed Fee quoted is to exclude costs related to items that are a Cost of the Work under CCDC5B – 2010 terms and conditions.

Note 4: Connection costs and monthly service cost for site phones and/or cell phones, and computer data line (high speed internet) are reimbursable expenses in accordance with Article A-7, paragraph 7.1.15 as amended by this RFP. All costs associated with the actual site phone and/or cell phone, computer hardware and software (computer time) are to be included in the CM fixed fee, as amended by this RFP.

## **Supplementary Appendix “A” – Notes**

- Note 5: It is the intent of this Bid Call that ALL On-Site and Off-Site supervisory and management personnel required to complete the project including overtime, weekend, evening and overnight work as required to achieve the schedule in the timeline stated, be included in the CM Fixed Fee. All On-Site & Off-Site support staff assisting the Project Manager and all On-Site and Off-Site support staff assisting the Site Superintendent, and/or Site Supervisor, including Layout, Safety Inspections/Reports, Safety manager/supervisor as well as General Superintendent are to be included in the CM Fixed Fee. If an Assistant Project Manager, and/or Project Coordinator, are deemed to be required by the CM, all related costs are to be included in the CM Fixed Fee.
- Note 6: CCDC 5B-2010 A-7, 7.1.6 indicates that Construction Equipment is to be included in the Cost of the Work. This is defined in the document as equipment used in the performance of the Work. Equipment required for the performance of Construction Management and Site Management duties is not reimbursable, and is to be included in the CM Fixed Fee. This includes, but is not necessarily limited to, office equipment located within the site trailer (phone, cell phone, computer, air conditioner, etc.) office equipment purchased for the CM personnel.
- Note 7: The intent is for the project team (owner, CM & consultant) to reach consensus on the award of each sub-trade and supplier. The CM is responsible to ensure the sub-trade and supplier Bids are balanced, as per plans and specs (not qualified), prepare and forward sub- trade bid package reports to the consultant and owner. Final award will be the consensus of the project team.
- Note 8: Although the Pre-Construction Phase is listed at 3 months' duration, and the fee is Fixed for the Pre-Construction Phase, if the 3 months' duration is extended by an Authority Having Jurisdiction, or the owner, or consultants, the CM is **not** able to charge additional CM fees, unless there is a significant material change to the CM's scope of Work. Changes to the CM fixed fee would be negotiated if there is a significant material change to the Scope of Work.
- Note 9: A significant material change to the scope of Work is defined as a change to the design that occurs after construction has started that increases the CM's fees (only direct costs) by more than 10%. The CM's indirect costs and/or loss of current or future profit on this or other projects are not recoverable.
- Note 10: As a minimum the Site Superintendent, and all other on- site CM personnel; the standard Work week is to 44 hours per week on site. The Site Superintendent is to be dedicated solely to this project.
- Note 11: If awarded the project, the proposed Project Manager, and Site Superintendent are to be assigned to the project, and only after written request would the Owner consider alternate personnel.
- Note 12: Allow for full electronic CCTV surveillance by the owner's security company, the owner, and consultants
- Note 13: Provide all project documents, material and system specification manuals, and warranty documentation to the owner.

## **Supplementary Appendix “B” - Construction Manager’s Services and Responsibilities**

The Construction Manager agrees to provide the services set forth in GC2-Construction Manager’s Services; of CCA Document No.5-1988.

In addition, the Construction Manager will perform the following services:

1. Perform the normal duties of a “General Contractor”.
2. Perform all contractual, procedural and administrative discussions with sub-trades and suppliers.
3. Prepare, schedule, issue sub-trade Bid packages and receive sub-trade Bids. Award trade contracts in the name of the Construction Management Firm to the successful sub- trades and suppliers.
4. Prepare all communications in the form of Proposed Changes (Change Notices), Quotations, Change Orders, Instructions, Progress Payments, with the sub-trades and suppliers.
5. Prepare and monitor construction schedule, budgeting and estimating. Prepare monthly progress billings, monthly schedule updates and quarterly budget updates (projection of the cost to complete).
6. Issue cheques to sub-trades and suppliers, in the name of the Construction Management Firm, upon receipt of commensurate payments by the Owner.
7. Chair and coordinate regular on-site bi-weekly construction site meetings, sub-trade meetings and safety meetings. Chair and coordinate regular on-site **weekly** construction site meetings in the last 3 months prior to occupancy of each Phase.
8. Receive, stamp, **thoroughly review and comment**, and process shop drawings.
9. Coordinate the work of all sub-trades and suppliers.
10. Coordinate the services of Inspection and Testing Companies.
11. Assume the responsibility on the Owner’s behalf as the “constructor” under the Ontario Occupational Health and Safety Act (OHSA). “Constructor” means an entity that undertakes a project for an owner, and includes an owner who undertakes all or part of a project when contracted with more than one contractor at the same time, on the same site.
12. Sub-trades and suppliers on all subjects pertaining to the Work shall deal only through the Construction Manager. In no instance will the sub-trades or suppliers deal directly with the owner, Architect, Engineer or their representatives.
13. Daily co-ordination meeting with owner’s on-site rep throughout construction, given the proximity of LTC residents. Twice daily co-ordination meetings with owner’s on-site rep in the last 2 months of construction of Phase 1 and Phase 4 (both before and after Substantial Performance) to coordinate with Owner’s staff stocking the occupied portion of building, and third party Vendors installing furniture, supplies and equipment.
14. The proponent is to assign one point of contact who is authorized to sign and

negotiate on behalf of the proponent. This includes authorization to bind the proponent for contracts, purchase orders, change orders, overtime, and other expenditures related to the project.

15. Proponent will provide a OLS site layout in the CM base fee.
16. Proponent will chair and minute regular project meetings with the owner and consultants, and to distribute such minutes to all parties.
17. Proponent will provide detailed safety plans.
18. Trades and suppliers considered must be adequate in size to complete the work in a timely manner as per the agreed upon target dates
19. The proponent will ensure good coordination of any owner-supplied goods and services that may be provided "in-kind" during the construction timeframe.
20. Although the intent is to collaboratively make decisions by consensus between the CM, Consultants and Owner, should a consensus not be reached on a given decision, ultimately it is the Owners' right to make the final decision.

END





MUNICIPAL REVIEW		SITE DATA
PROJECT NO.	1838	2250 SPEERS ROAD OAKVILLE ONTARIO CANADA
DESCRIPTION	PART OF LOT 28, CONCESSION 3, SOUTH OF DUNDAS	
OFFICIAL PLAN	THE OAKVILLE OFFICIAL PLAN, CONSOLIDATED SEPTEMBER 2006	
BY-LAW	TOWN OF OAKVILLE   ZONING BYLAW 2014-14	
REGULATION	REQUIREMENT	ACTUAL
ZONING	E1 - OFFICE EMPLOYMENT	
LOT AREA	MIN. 2,000m² (0.2ha)	6,450 m² (0.65ha)
LOT FRONTAGE	MIN. 30.0 m	45.7 m
LOT DEPTH		142.7 m (VARIES)
LOT COVERAGE		25.2% (1,624 m²)
ASPHALT COVERAGE		40.3% (2,600 m²)
FRONT YARD	MIN. 3.0 m - MAX/ 17.5 m	13.6 m
REAR YARD	MIN. 15.0 m	42.0 m
SIDE YARD	MIN. 3.0 m	2.8 m
SIDE YARD (NOTES)	EXISTING, NON-CONFORMING SIDE YARD SETBACK (SOUTH-EAST CORNER) OF 2.95m. 2.8 m PROPOSED SETBACK ARISES OUT OF NEED TO INSULATE EXTERIOR WALLS	
HEIGHT	MAX. STOREYS UNDEFINED	1 STOREY
	MAX.18.5 m	6.5 m
PARKING	30 (SEE PARKING CALCULATION)	45 PARKING STALLS
DRIVING LANE WIDTH	MIN. 5.5 m	7.5 m AND 3.0 m (ONE-WAY)
PARKING AISLE WIDTH	MIN. 6.0 m	6.0 m MIN. (VARIES)
PARKING SPACE	2.7 m x 5.7 m MINIMUM	2.7 m x 5.7 m
ACCESSIBLE PARKING	TYPE A: 3.65 m x 5.7 m MINIMUM TYPE B: 2.7 m x 5.7 m MINIMUM PLUS 1.5 m PATH OF TRAVEL	
LANDSCAPED OPEN SPACE	MIN. 10%	31.0% (2,000 m²)
GROSS FLOOR AREA		1,624 m²

PARKING CALCULATION

PARKING REQUIREMENTS FROM TOWN OF OAKVILLE ZONING BY-LAW 2014-014

PARKING REQUIRED AT 2250 SPEERS ROAD, ZONED E1 - OFFICE EMPLOYMENT

1.

PARKING FOR DAY CARE (INCLUDING ADULT DAY CARE)  
PER TABLE 5.2.1 INSTITUTIONAL USES, RATIO IS 1 PER 40m<sup>2</sup> NET FLOOR AREA  
DAY PROGRAM NET AREA 745m<sup>2</sup> RESULTING IN 19 SPACES (745/40 = 18.6)

2.

PARKING FOR ADMINISTRATIVE OFFICES  
PER TABLE 5.2.1 OFFICE USES, RATIO IS 1 PER 35m<sup>2</sup> NET FLOOR AREA  
OFFICES NET AREA 300m<sup>2</sup> RESULTING IN 9 SPACES (300/35 = 8.6)

3.

PARKING FOR OVERNIGHT RESPITE SUITES (RATIO: LONG TERM CARE)  
PER TABLE 5.2.1 RESIDENTIAL USES, RATIO IS 0.25 PER BED  
8 BEDS ARE TO BE PROVIDED, RESULTING IN 2 SPACES (8 x 0.25 = 2)

4.

TOTAL PARKING REQUIRED: 30 SPACES

5.

BARRIER FREE PARKING FOR 26 TO 100 TOTAL SPACES - 4% OF PARKING STALLS  
TOTAL REQUIRED BARRIER FREE PARKING IS 2 SPACES (30 x 0.04 = 1.2)  
ONE SHALL CONFORM TO TYPE A DIMENSIONS, ONE TO TYPE B DIMENSIONS

6.

PARKING PROVIDED  
43 STANDARD SPACES  
2 BARRIER FREE SPACES

- SITE PLAN NOTES
1.

CONTRACTOR TO MAKE GOOD ALL EXISTING AREAS (INSIDE OR OUTSIDE THE PROPERTY LINE) DISTURBED OR DAMAGED DURING PERIOD OF CONSTRUCTION, WHETHER SHOWN ON DRAWINGS OR NOT.
2.

SITE PLANS ARE TO BE READ IN CONJUNCTION WITH DETAILS AND INFORMATION SHOWN ELSEWHERE ON DRAWINGS. IN THE EVENT OF DISCREPANCIES THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
3.

ALL EXCAVATION SHALL BE UNDERTAKEN IN SUCH A MANNER AS TO PREVENT MOVEMENT WHICH WOULD CAUSE DAMAGE TO ADJACENT PROPERTIES, EXISTING STRUCTURES, UTILITIES, ROADS & SIDEWALKS, ETC. AT ALL STAGES OF CONSTRUCTION. EXCAVATIONS THAT EXCEED 1.2 M (4 FT.) IN DEPTH SHALL BE SHORED OR CUT BACK AT THE TOP SO THAT THE ANGLE OF THE CUT DOES NOT EXCEED 1:1 SLOPE. IF SHORING IS TO BE PROVIDED, SUBMIT DRAWINGS WITH DESIGN PARAMETERS CLEARLY STATED AND PREPARED BY P. ENG. (REGISTERED IN ONTARIO) WITH SEAL AND SIGNATURE, FOR APPROVAL UNDER SEPARATE PERMIT APPLICATION.
4.

DISTANCES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
5.

DO NOT DISTURB OR REMOVE ANY EXISTING VEGETATION (TREES, SHRUBS, GROUND COVER, ETC.) WITHOUT ARCHITECT'S WRITTEN APPROVAL.



Prints issued to			
Particulars	No.	Date	By
TOWN FOR ZBL APPLICATION	1	19.02.26	AB
CONSULTANT FOR CLASS C COST ESTIMATE	2	19.04.10	AB
TOWN FOR SPA PRE-CONSULTATION	3	19.07.18	AB
ISSUED FOR CM RFP	4	19.09.13	AB

Particulars	No.	Date	By
Revisions to drawing			
All previous issues of this drawing are superseded.			

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K-W Studio

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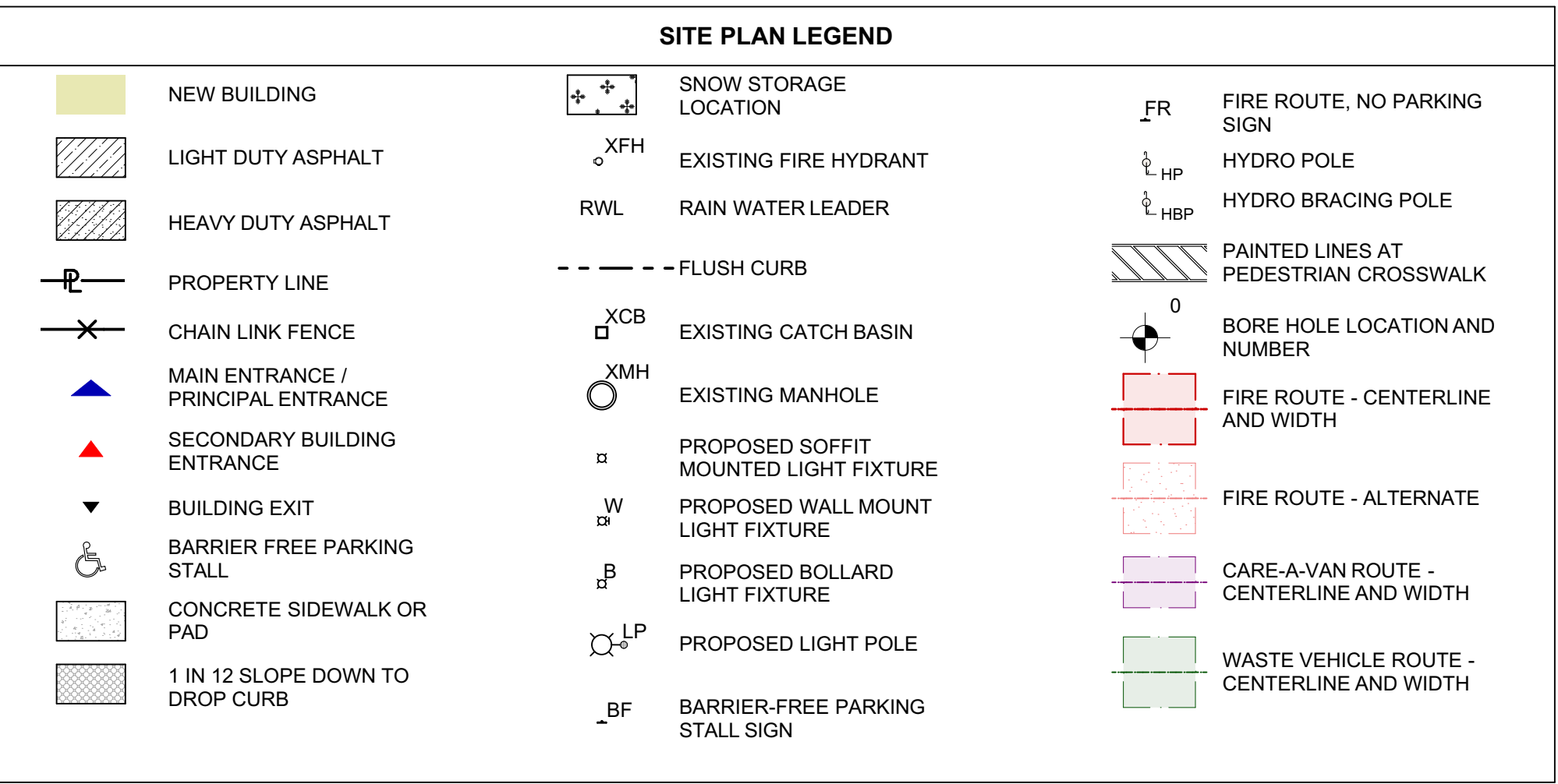
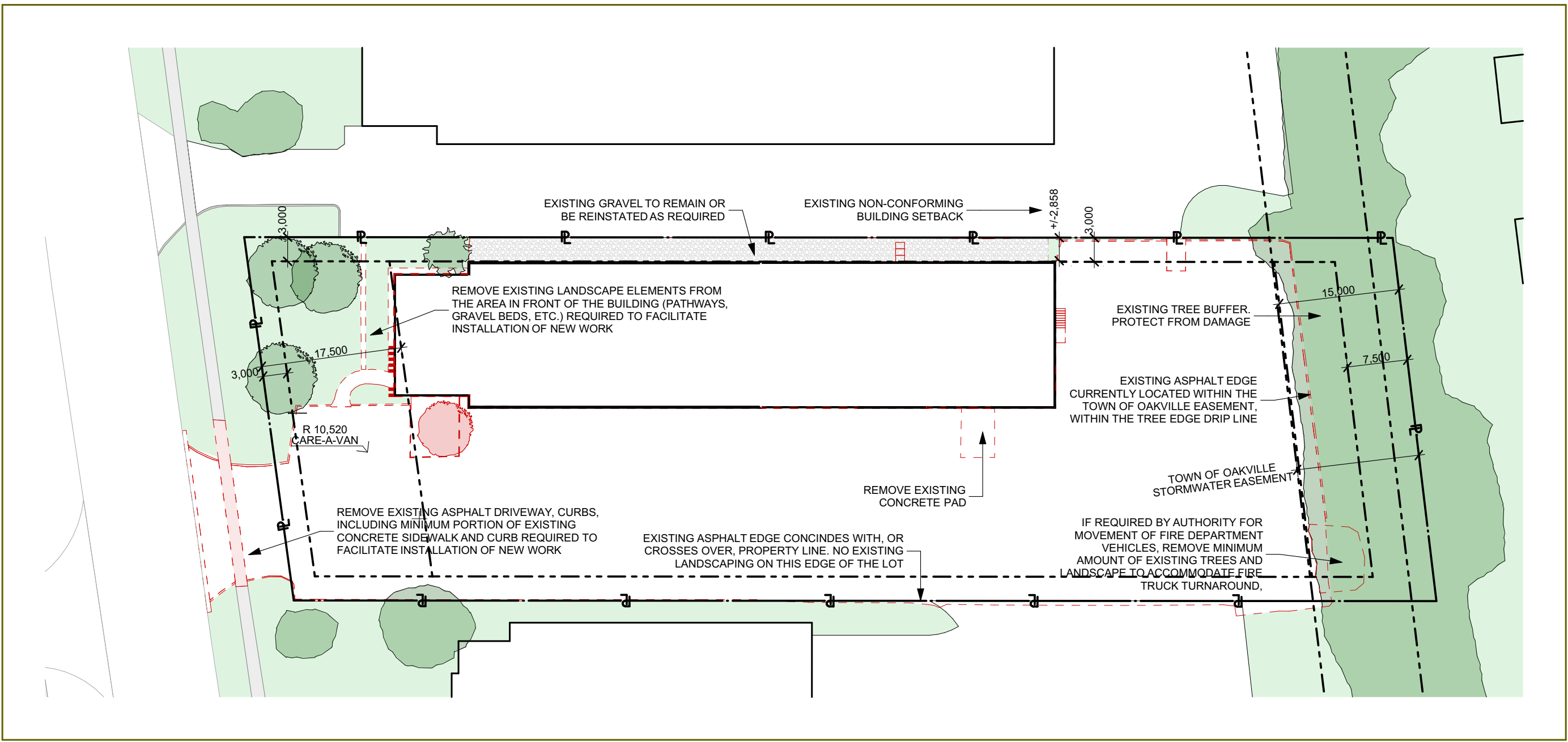
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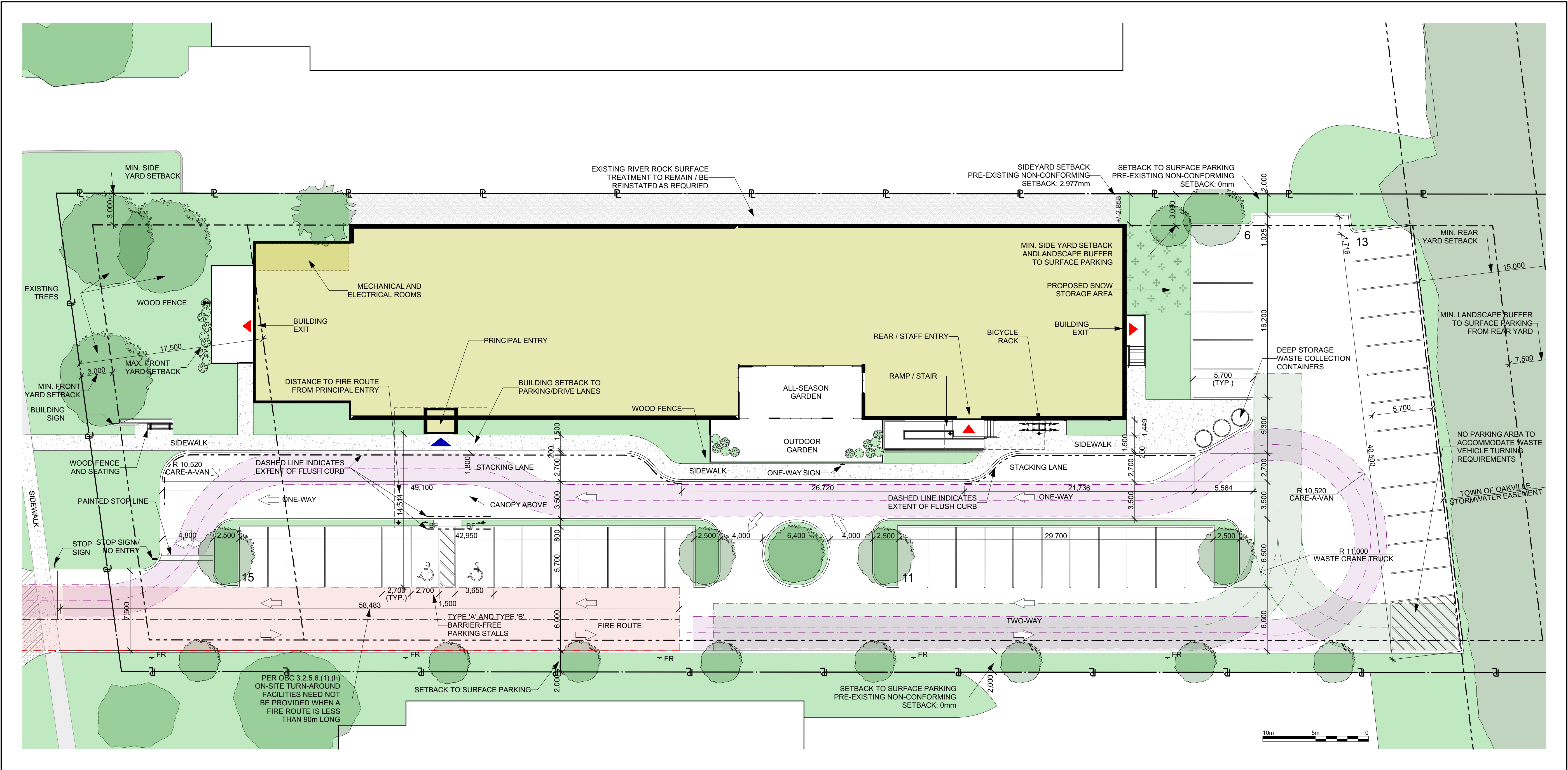
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Project title		ACCLAIM HEALTH	
OAKVILLE		ONTARIO	
Project number	Date issued	Scale	
1838		1:500	
	Drawn by	Date	
		2019-09-13	
Sheet title	Drawing no.		
SITE CONTEXT PLAN	A100		





2 SITE DEMOLITION PLAN  
A101:533.3



1 ENLARGED SITE PLAN  
A101 1:200



Prints issued to

Particulars	No.	Date	By
TOWN FOR ZBL APPLICATION	1	19.02.26	AB
CONSULTANT FOR CLASS C COST ESTIMATE	2	19.04.10	AB
TOWN PER ZBL COMMENTS	3	19.05.28	AB
TOWN FOR SPA PRE-CONSULTATION	4	19.07.18	AB
ISSUED FOR CM RFP	5	19.09.13	AB

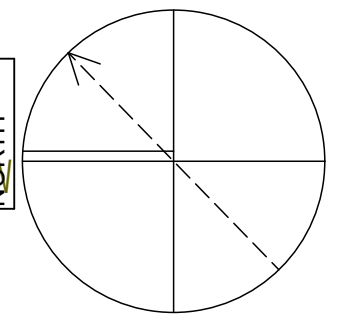
Particulars	No.	Date	By
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Revisions to drawing



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Project title  
**ACCLAIM HEALTH**

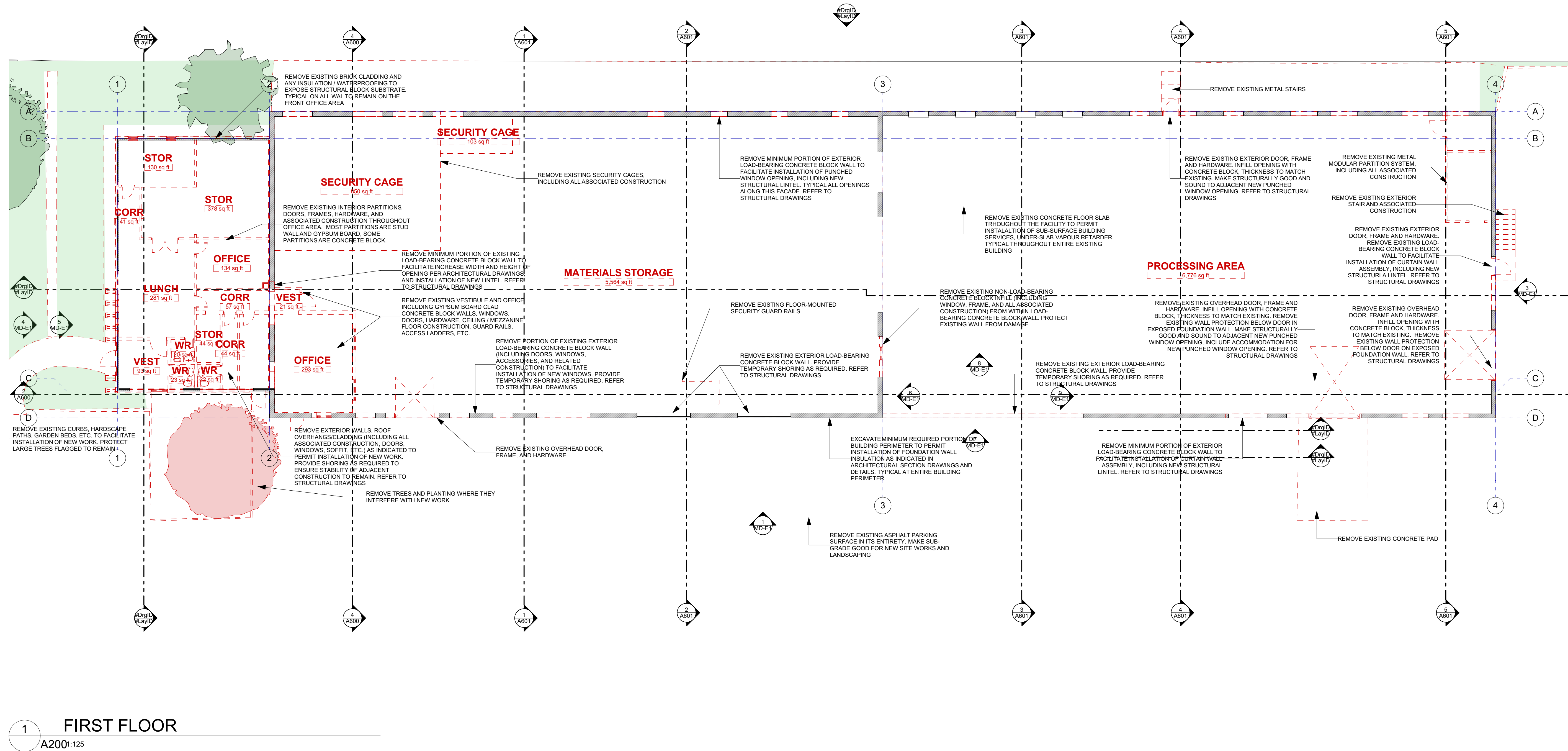
**DEMENTIA CARE DAY PROGRAM**

**OAKVILLE ONTARIO**

Project number <b>1838</b>	Date issued Drawn by	Scale 1:200 Date 2019-09-13
-------------------------------	-------------------------	--------------------------------------

Sheet title <b>ENLARGED SITE PLAN</b>	Drawing no. <b>A101</b>
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Prints issued to

Particulars	No.	Date	By
CONSULTANT FOR CLASS C COST ESTIMATE	1	19.04.10	AB
ISSUED FOR CM RFP	2	19.09.13	AB

Particulars	No.	Date	By
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Revisions to drawing

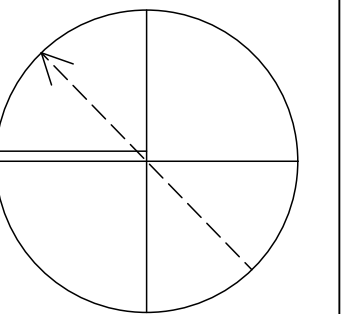
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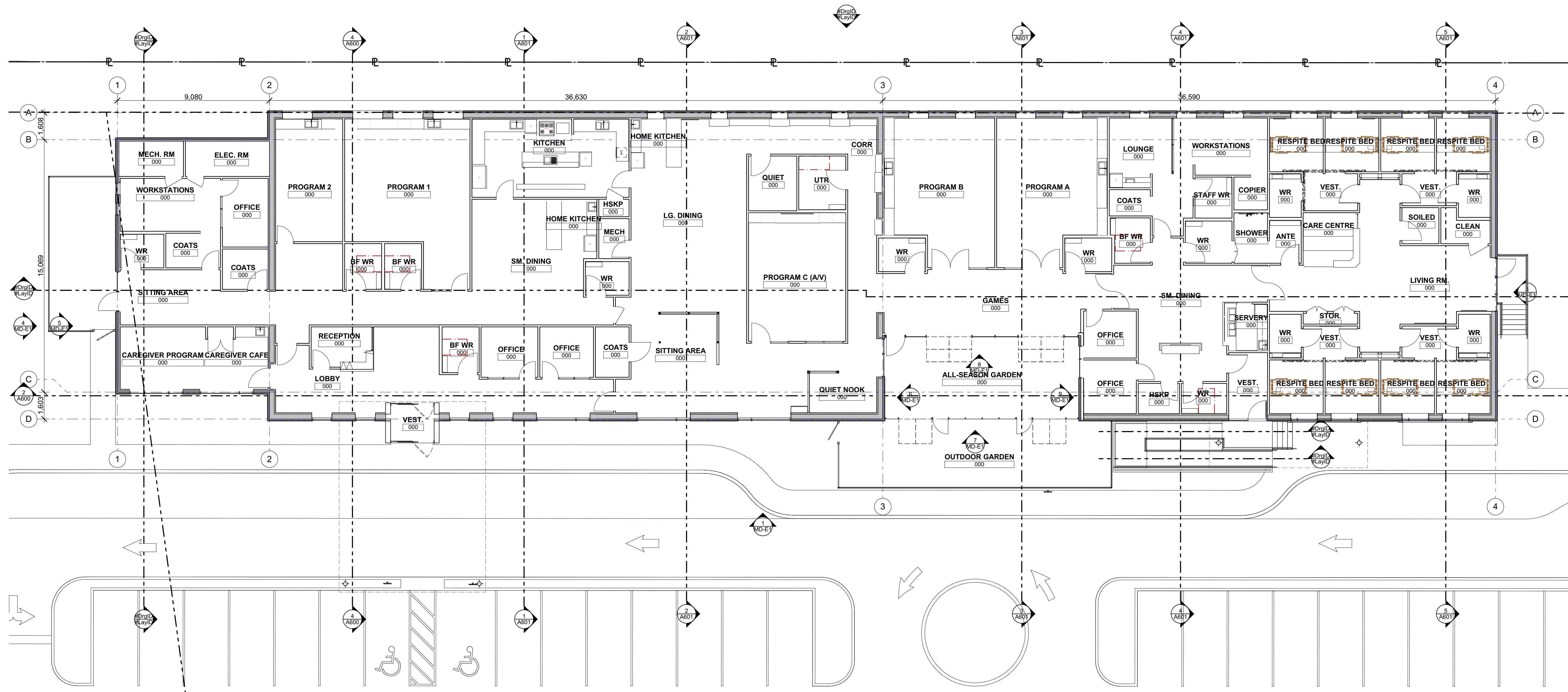
ACCLAIM HEALTH

DEMENTIA CARE DAY PROGRAM

OAKVILLE ONTARIO

Project number	Date issued	Scale
1838	2019-09-13	

Sheet title	Drawing no.
EXISTING / DEMOLITION PLAN	A200



1 FIRST FLOOR  
A2021:125

Prints issued to			
Particulars	No.	Date	By
CONSULTANT FOR CLASS C COST ESTIMATE	1	19.04.10	AB
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ISSUED FOR CM RFP	3	19.09.13	AB

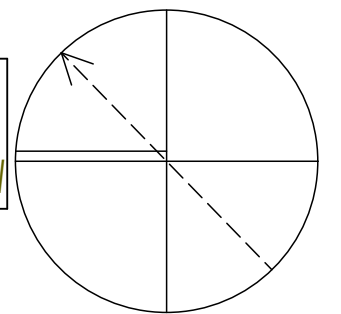
Particulars	No.	Date	By
Revisions to drawing			
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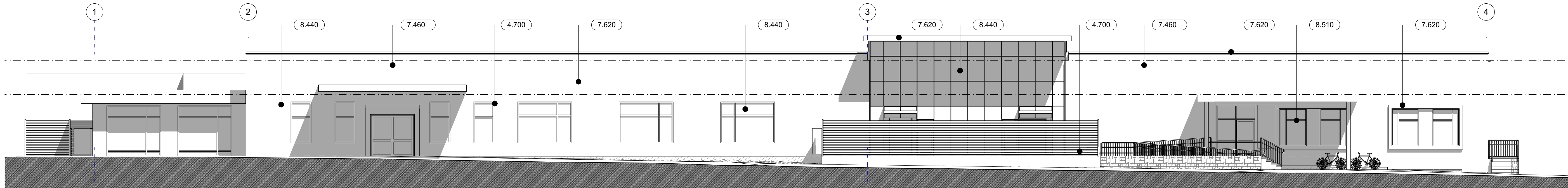
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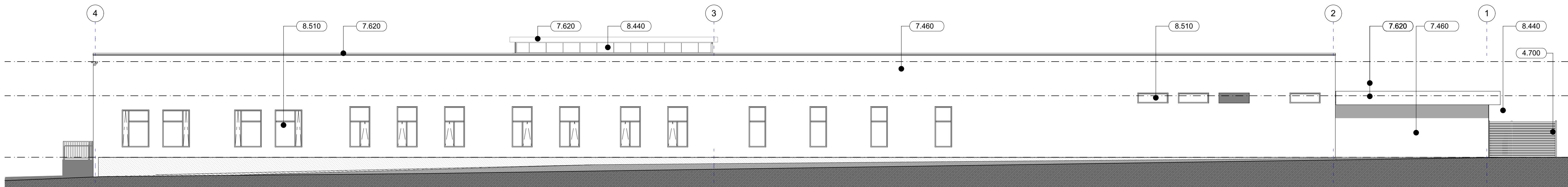


Project title		
ACCLAIM HEALTH		
DEMENTIA CARE DAY PROGRAM		
OAKVILLE		ONTARIO
Project number	Date issued	Scale
1838	Drawn by	Date
2019-09-13		
Sheet title	Drawing no.	
FIRST FLOOR PLAN OVERALL	A202	

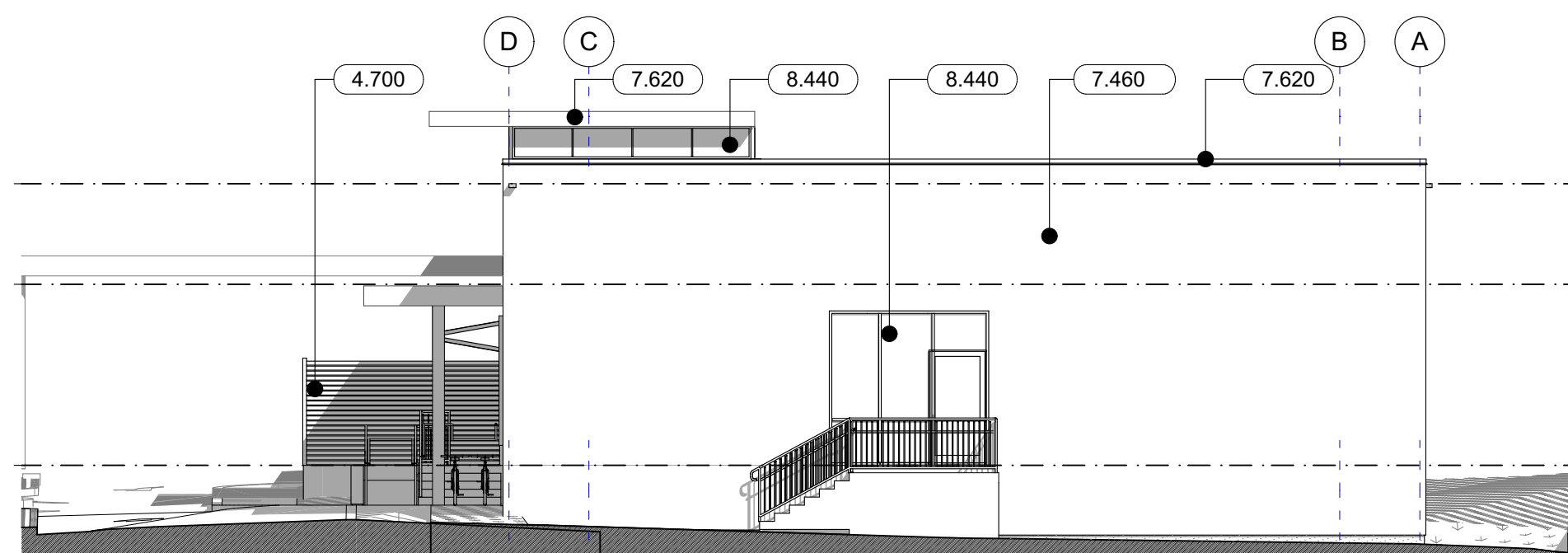




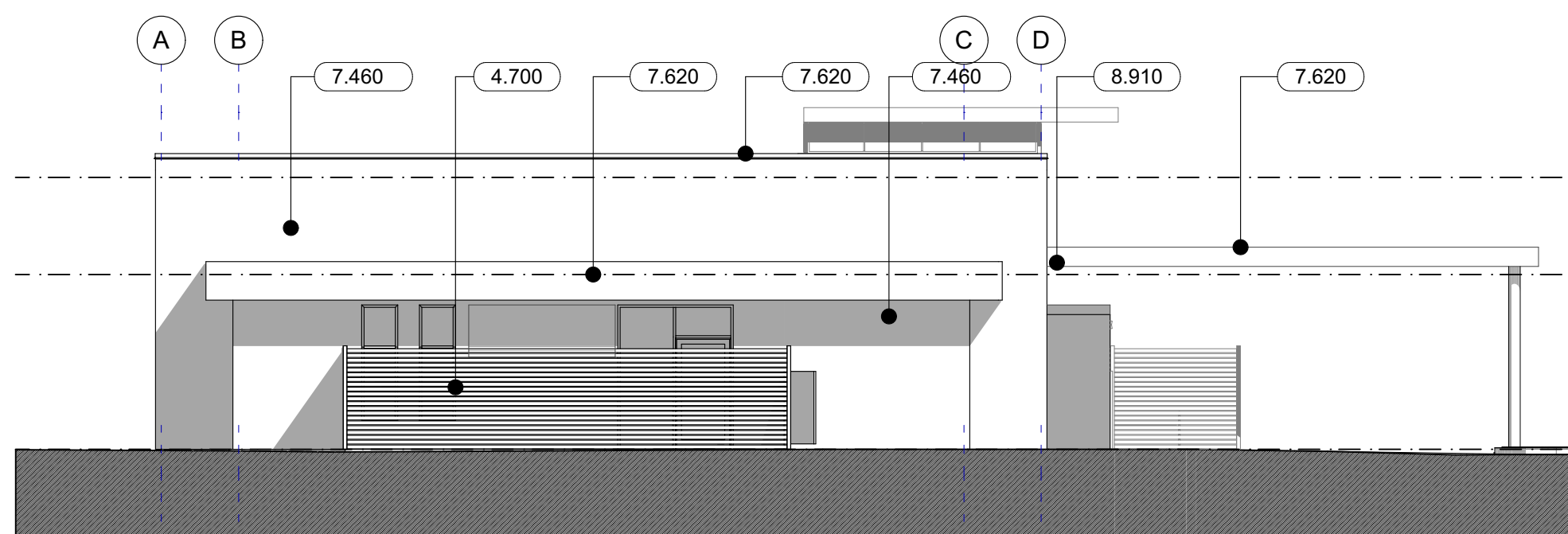
1 WEST ELEVATION  
A300 1:125



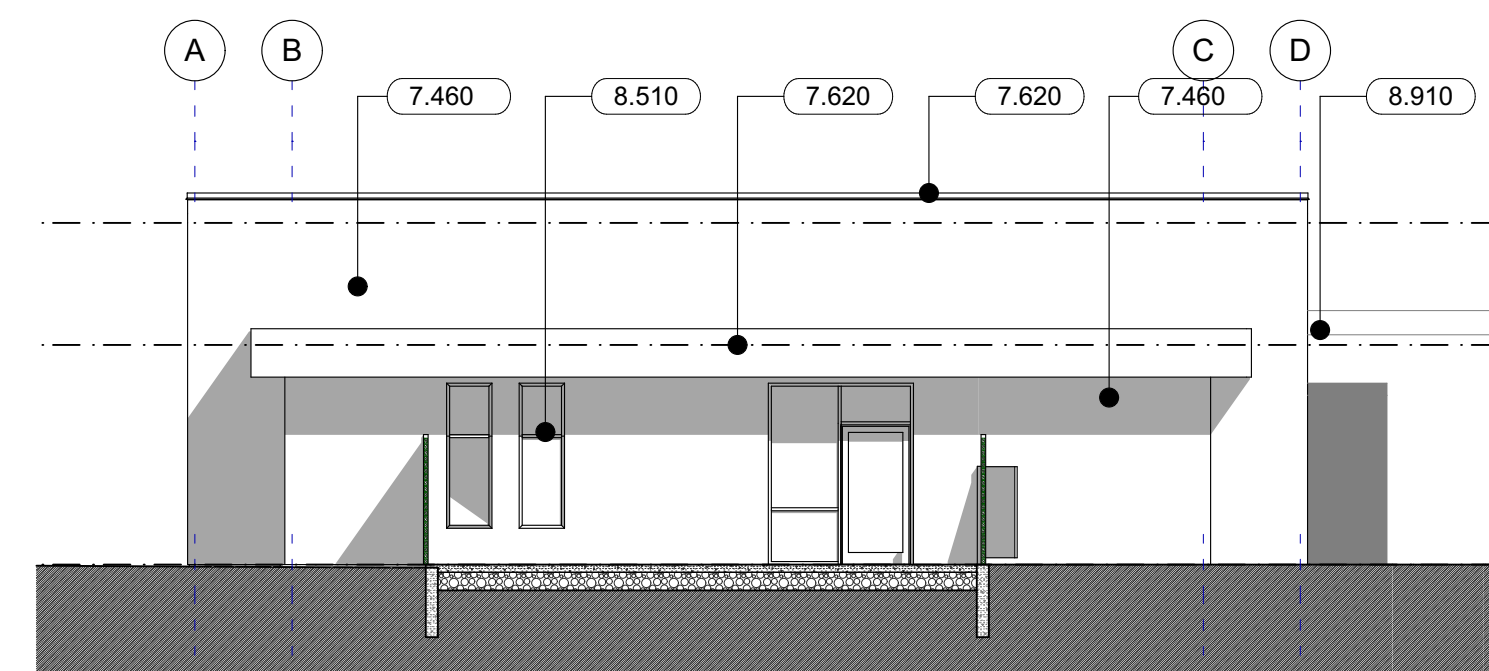
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A300 1:125



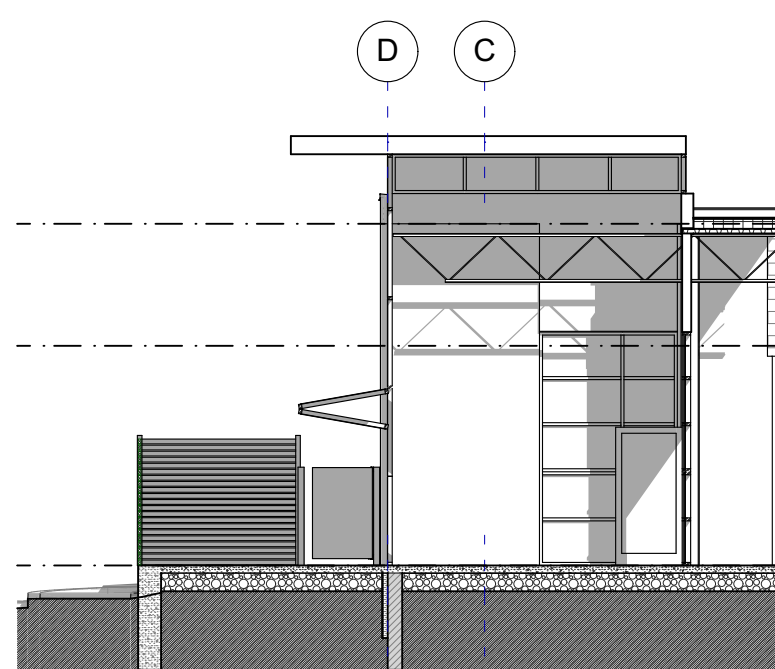
3 SOUTH ELEVATION  
A300 1:125



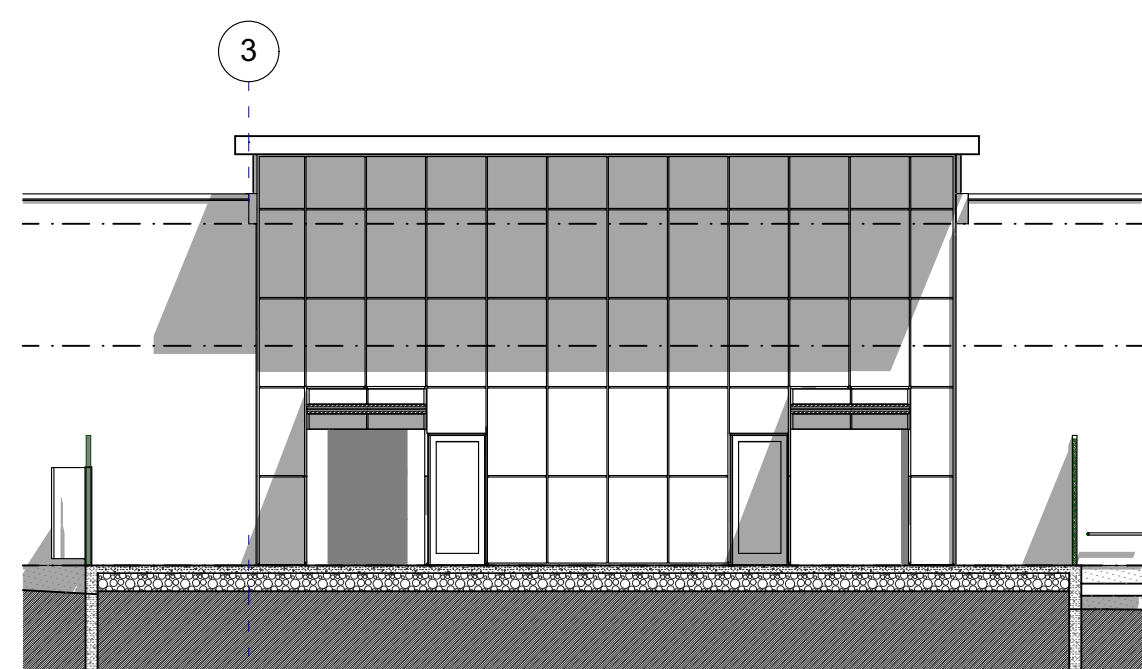
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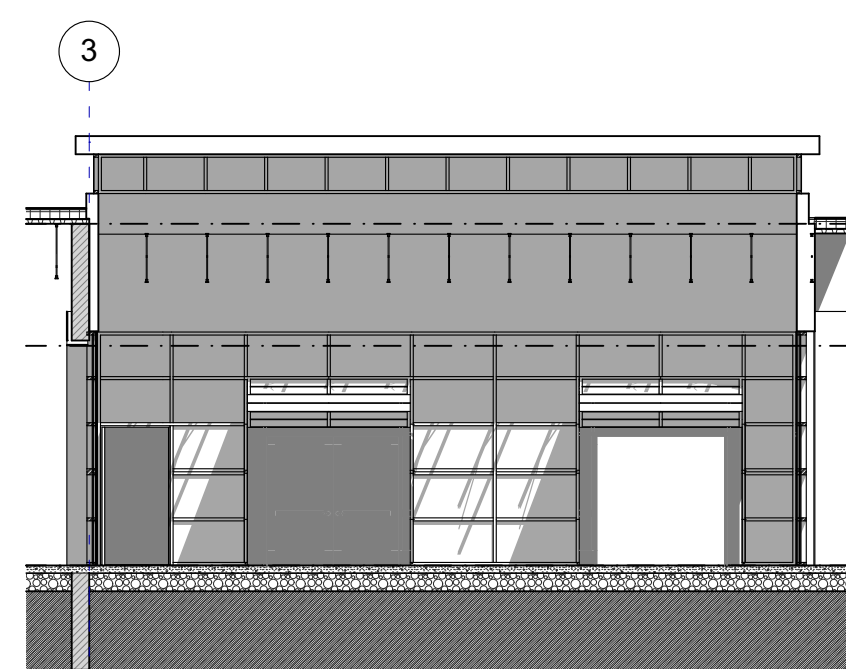
5 NORTH ELEVATION  
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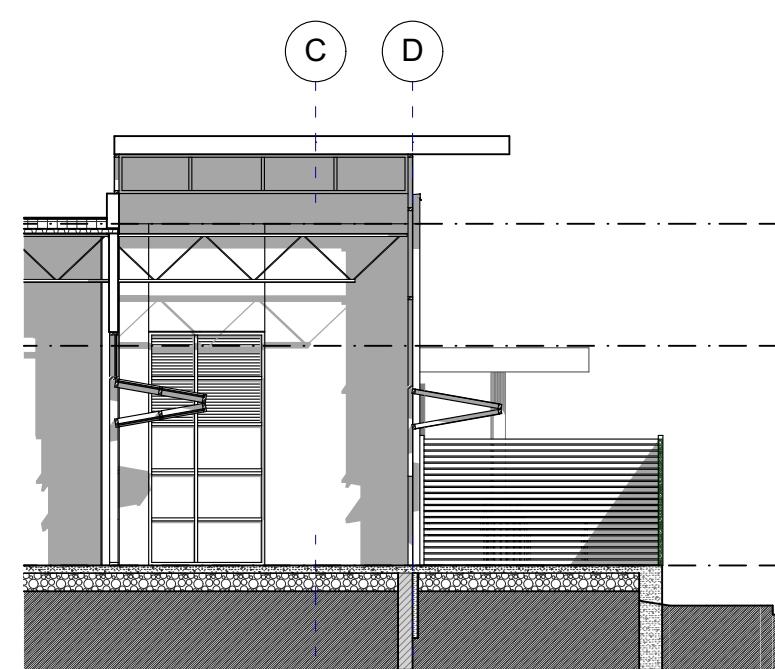
6 COURTYARD GARDEN NORTH  
A300 1:125



7 COURTYARD GARDEN EAST  
A300 1:125

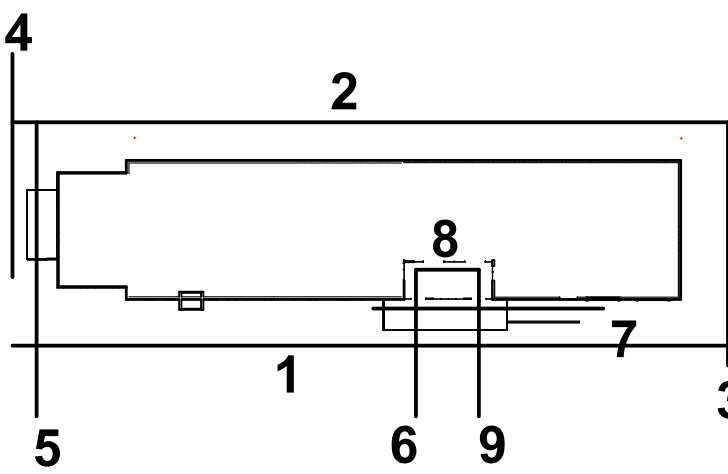


8 INNER COURTYARD EAST  
A300 1:125



9 COURTYARD GARDEN SOUTH  
A300 1:125

EXTERIOR FINISHES LEGEND	
4.700	ARCHITECTURAL STONE
7.460	PRE-FIN METAL SIDING
7.620	PRE-FIN METAL FLASHING
8.440	ALUM. CURTAIN WALL
8.510	ALUMINUM WINDOWS
8.910	GLASS SPANDREL PANEL
15.941	MECH. EQUIP. LOUVRE
16.800	EXT. LIGHT - SEE ELEC.
CJ	CONTROL JOINT
SA	SHELF ANGLE
EJ	EXPANSION JOINT



KEY FLOOR PLAN

Prints issued to

Particulars	No.	Date	By
CONSULTANT FOR CLASS C COST ESTIMATE	1	19.04.10	AB
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Particulars	No.	Date	By
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Project title  
**ACCLAIM HEALTH**

**DEMENTIA CARE DAY PROGRAM**

**OAKVILLE** **ONTARIO**

Project number	Date issued	Scale
1838	Drawn by	Date 2019-09-13

Sheet title	Drawing no.
BUILDING ELEVATIONS	<b>A300</b>





**COST MANAGEMENT REPORT**

*Acclaim Health Dementia Care  
Day Program Centre  
Class D Estimate*

REPORT NUMBER 1.1

MAY 31, 2019

**PREPARED FOR:**

*MMMC Architects*

127 John St., Toronto, ON, M5V 2E2  
T 416 596 9339

**BTY.COM**

*People to count on.  
Knowledge to build with.*



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### APPENDICES:

<b>APPENDIX I</b>	<b>Elemental Summary</b>	<b>6 pages</b>
<b>APPENDIX II</b>	<b>Cost Plan</b>	<b>47 pages</b>

Prepared By	Reviewed By	Date
Annie Liu	Scott Wilkinson	5/31/2019





## **1.0** *Introduction*

### **1.1 Instructions Received**

This report has been prepared by BTY Group (“BTY”) at the request of MMC Architects (the “Client”).

MMC Architects has appointed BTY to provide a Class D estimate developed for the project at 2250 Speers Road, Oakville, Ontario (the “Project”). The Project will be delivered using a Stipulated Price Contract construction model and, therefore, BTY strongly recommends that estimates are prepared at each of the key design milestones.

Information related to the Project for the purposes of this report was received by BTY on April 10, 2019. Please refer to Section 15.0 for a list of information received in producing this report.

### **1.2 Report Reliance**

This report has been prepared in accordance with the scope of our Fee Proposal, dated July 20, 2018, which was prepared in response to the email, dated July 15, 2018, and is subject to the terms of that appointment. This report is for the sole and confidential use and reliance of Acclaim Health Dementia Care and the Client. BTY Group, Directors, staff or agents do not make any representation or warranty as to the factual accuracy of the information provided to us on behalf of Acclaim Health, the Client or other third-party consultants or agents. BTY Group will not be liable for the result of any information not received which, if produced, could have materially changed the opinions or conclusions stated in this report. This report shall not be reproduced or distributed to any party without the express permission of BTY Group.

Any advice, opinions, or recommendations within this document should be read and relied upon only in the context of the report as a whole. The contents do not provide legal, insurance or tax advice or opinion. Opinions in this report do not advocate for any party and if called upon to give oral or written testimony it will be given on the same assumption.

### **1.3 Contacts**

Should you have any queries regarding the content of this report, please do not hesitate to contact either of the following:

**Annie Liu, PQS, GSC**  
Director  
Tel: 416-596-9339  
Email: annieliu@bty.com

**Scott Wilkinson, MRICS, PQS, PMP**  
Director  
Tel: 416-596-9339  
Email: scottwilkinson@bty.com



## **2.0** *Executive Summary*

### **2.1 Report Purpose**

The purpose of this report is to provide a realistic estimate of the Project cost based on the information available at the time of writing.

The opinion expressed in this report has been prepared without the benefit of detailed architectural, mechanical, electrical or processing system drawings and should, therefore, be considered a high-level Schematic Design (Class D) estimate. Based on the documents reviewed, our estimate should be correct within a range of approximately +/- 20% to 30%.

In order to provide an accurate cost estimate for the Project, BTY Group strongly recommends that a professional Quantity Surveying organization, such as BTY Group, be retained to provide a detailed analysis of any design information produced on behalf of the Client during the remaining stages of design.

### **2.2 Project Background and Description**

The proposed development consists of the refurbishment of a single storey building with a small extension providing Senior's Day Program and overnight respite care.

The structure is a concrete block frame supported by typical strip and pad footings. The exterior cladding consists of a mixture of brick veneer, metal panels, and aluminum windows. The interior construction is metal stud partitions with vinyl sheet flooring, carpet, and ceramic tile.

Mechanical – Modifying existing services with new units and equipment.

Electrical – Installation of new services and equipment



## Executive Summary (Cont'd)

### 2.3 Project Overview

Construction Budget Status	Details	
Budget	N/A	
Current Estimate	\$5,928,400	
Variance from previous report	N/A	
Current Cost / m <sup>2</sup>	\$3,752 /m <sup>2</sup>	\$349 /ft <sup>2</sup>
Project Specifics		
GFA	1,580 m <sup>2</sup>	17,007 ft <sup>2</sup>
Construction Start	September-2019	
Construction Completion	September-2020	
Duration	12 months	
Escalation	5.04%	
Design Contingency	5.00%	
Construction Contingency	5.00%	

### 3.0 Development Cost Summary

The current estimated cost of the project may be summarized as follows:

	Item	Estimated Costs (\$)
A	Land Cost (Excluded)	0
B	Construction	5,119,200
C	Contingencies	524,700
D	Professional Fees	0
E	Municipal & Connection Fees	0
F	Management & Overhead	0
G	Project Contingency	0
H	Furnishing, Fittings & Equipment	0
I	Financing Costs	0
J	H.S.T.	0
<b>Total Project Cost (May 2019 Dollars)</b>		<b>\$5,643,900</b>
K	Escalation 5.04%	284,500
<b>Escalated Project Cost (Sep 2020 Dollars)</b>		<b>\$5,928,400</b>

Please note that, where zero dollar values are stated, BTY has excluded these costs and the values should be carried in a separate budget (if applicable).



## 4.0 *Basis & Assumptions*

The construction estimate is based on the following list of assumptions:

1. Foundations will consist of shallow strip and pad footings with perimeter foundation walls.
2. No allowance for dewatering; assumed water table is below construction
3. Slab thickness 100mm thick to main floor
4. Ramps and stairs will be concrete
5. 15 lb/ft<sup>2</sup> steel support for upper floor
6. Supporting walls for new exterior metal cladding will be metal stud wall
7. Roofing system utilized will be TPO Membrane roofing to meet sustainability requirements. Alternative systems are available
8. No sunshade is required
9. Floor to ceiling heights 3.6m
10. Allowance for a small quantity of asbestos removal is included
11. Assumptions have been made in regard to the interior partitions, doors and fittings. Please refer to Appendix II for details
12. Plumbing & Drainage – Allowance for new distribution pipes included
13. HVAC – Individual thermostat control to be utilised; no DDC control considered
14. Systems & Ancillaries – Rough-ins considered for nurse call, telephone, and security system. Active / Head end equipment is excluded
15. Electrical Site Services – Allowed for 50m of new primary and secondary ducts. Allowed for extension of existing incoming underground communication services

Please note that BTY is not qualified to act as design consultant. The assumptions in our estimate should be reviewed and corrected by the design team.



## 5.0 Exclusions

The construction estimate includes all direct and indirect construction costs derived from the drawings and other information provided by the Consultants, with the exception of the following:

1. Land costs
2. Professional fees and disbursements
3. Planning, administrative and financing costs
4. Legal fees and agreement costs / conditions
5. Building permits and development cost charges
6. Temporary facilities for user groups during construction
7. Loose furnishings and equipment
8. Unforeseen ground conditions and associated extras
9. Environmental remediation outside building footprint
10. Servicing outside the project site boundary (Main hydro service)
11. Phasing of the works and accelerated schedule
12. Decanting & moving
13. Costs associated with "LEED" certification
14. Project commissioning
15. Erratic market conditions, such as lack of bidders, proprietary specifications
16. Cost escalation past September 2020

## 6.0 Construction Cost Summary

The estimated construction cost of the project may be summarized as follows:

Description	Estimated Cost \$	Cost/GFA \$/m <sup>2</sup>	Cost/GFA \$/ft <sup>2</sup>	%
Structural	246,700	156	15	5%
Architectural	1,968,200	1,246	116	38%
Mechanical	1,002,900	635	59	20%
Electrical	600,900	380	35	12%
General Requirements & Fees	572,800	363	34	11%
<b>Net Building Cost</b>	<b>\$4,391,500</b>	<b>\$2,779 /m<sup>2</sup></b>	<b>\$258 /ft<sup>2</sup></b>	<b>86%</b>
Site Work	445,600	282	26	9%
Ancillary Work (Demolition)	187,200	118	11	4%
General Requirements & Fees	94,900	60	6	2%
<b>Net Construction Cost</b>	<b>\$5,119,200</b>	<b>\$3,240 /m<sup>2</sup></b>	<b>\$301 /ft<sup>2</sup></b>	<b>100%</b>
Design Contingency (5%)	256,000	162	15	
Construction Contingency (5%)	268,700	170	16	
<b>Total Construction Cost</b>	<b>\$5,643,900</b>	<b>\$3,572 /m<sup>2</sup></b>	<b>\$332 /ft<sup>2</sup></b>	
Escalation Allowance (5.04%)	284,500	180	17	
<b>Escalated Construction Cost</b>	<b>\$5,928,400</b>	<b>\$3,752 /m<sup>2</sup></b>	<b>\$349 /ft<sup>2</sup></b>	
Gross Floor Area	1,580 m <sup>2</sup>		17,007 ft <sup>2</sup>	
Net Building Cost /GFA	\$2,779 /m <sup>2</sup>		\$258 /ft <sup>2</sup>	
Net Construction Cost /GFA	\$3,240 /m <sup>2</sup>		\$301 /ft <sup>2</sup>	
Total Construction Cost /GFA	\$3,572 /m <sup>2</sup>		\$332 /ft <sup>2</sup>	
Escalated Construction Cost /GFA	\$3,752 /m <sup>2</sup>		\$349 /ft <sup>2</sup>	

## 7.0 Areas

The gross floor area of the project, measured in accordance with the guidelines established by the Canadian Institute of Quantity Surveyors, is:

Location	Base Project	Second Day Programme	Total
Gross Floor Area	1,279 m <sup>2</sup>	301 m <sup>2</sup>	1,580 m <sup>2</sup>
<b>Total Gross Floor Area</b>			<b>1,580 m<sup>2</sup></b>





## 8.0 Taxes

The estimate excludes the Harmonized Sales Tax (H.S.T.).

## 9.0 Project Schedule & Escalation

For the purpose of identifying and quantifying the escalation allowance for this project, BTY has assumed the following schedule:

Activity	Start	Finish	Duration
Construction	Sep-01-2019	Sep-01-2020	12 months

Based on the above schedule, the mid-point of construction for the project is projected to be March 2, 2020, which is 11 months from the date of this estimate. On this basis, BTY has calculated the escalation for this project to be 5.04%.

Our current projected escalation rates are shown below. In the event that there is slippage in the schedule, further escalation based on the projected escalation rate per annum should be included in the estimate.

Current BTY Group Forecast	2019	2020	2021
	5% - 7%	3% - 5%	2% - 4%

## 10.0 Pricing

The estimate has been priced at current rates taking into account the size, location and nature of the project. The unit rates utilized are considered competitive for a project of this type, bid under a stipulated lump-sum form of tender in an open market, with a minimum of five (5) bids, supported by the requisite number of sub-contractors.

The estimate allows for labour, material, equipment and other input costs at current rates and levels of productivity. It does not take into account extraordinary market conditions, where bidders may be few and may include in their tenders disproportionate contingencies and profit margins.



## **11.0** *Risk Mitigation*

BTY Group recommends that the Owner, Project Manager and Design Team carefully review this document, including exclusions, inclusions and assumptions, contingencies, escalation and mark-ups. If the project is over budget, or if there are unresolved budgeting issues, alternative systems/schemes should be evaluated before proceeding into the next design phase.

Requests for modifications of any apparent errors or omissions to this document must be made to BTY Group within ten (10) days of receipt of this estimate. Otherwise, it will be understood that the contents have been concurred with and accepted.

It is recommended that BTY Group design and propose a cost management framework for implementation. This framework would require that a series of further estimates be undertaken at key design stage milestones and a final update estimate be produced which is representative of the completed tender documents, project delivery model and schedule. The final updated estimate will address changes and additions to the documents, as well as addenda issued during the bidding process. BTY Group is unable to reconcile bid results to any estimate not produced from bid documents including all addenda.

## **12.0** *Contingencies*

### **12.1** **Design Contingency**

A design contingency of Five Percent (5%) has been included in the estimate to cover modifications to the program, drawings and specifications during the design.

### **12.2** **Construction Contingency**

An allowance of Five Percent (5%) has been included in the estimate for changes occurring during the construction period of the project. This amount may be expended due to site conditions or if there are modifications to the drawings and specifications.



## 13.0 Documents Reviewed

The list below confirms the information that we have reviewed in order to prepare our opinion contained within this report:

Description		Revised Date
Drawings & Specifications		
MMMC	Architectural Set (17 sheets)	April 10, 2019
MTE	Site Grading & Sediment Control Plan	February 22, 2019
	Preliminary Structural Layout (2 sheets)	March 25, 2019
	Kitchen Equipment Plan (2 pages)	April 10, 2019
Report		
	MTE - Func Servicing and Stormwater Management Report	February 22, 2019
	DEI - Mechanical & Electrical Design Brief	March 22, 2019
	190525 - A202 Floor Plan Estimate Mark-Up	May 28, 2019
	190525 1-10534 - Acclaim Health - Class D Estimate - MMC Mark-Up	May 28, 2019



## COST MANAGEMENT REPORT

# *Acclaim Health Dementia Care Day Program Centre*

## APPENDICES

APPENDIX I	Elemental Summary	6 pages
APPENDIX II	Cost Plan	47pages



## APPENDIX I

# *Elemental Summary*

6 PAGES



Acclaim Health Dementia Care

Class D Rev. #1

May 31, 2019

GFA: 1,580 m<sup>2</sup>

TOTAL

Element	Ratio G.F.A.	Element		Average Unit Cost	Amount \$	Total Cost \$	Cost/Floor Area \$/ m <sup>2</sup>	%
		Quantity	Unit					
<b>A1 SUBSTRUCTURE</b>						<b>151,800</b>	<b>96.08</b>	<b>3.5%</b>
A11.1 Standard Foundations	0.07	105	m <sup>2</sup>	1,445.71	151,800		96.08	
A11.2 Special Foundations	0.00	0	m <sup>2</sup>	0.00	0		0.00	
A12 Basement Excavation	0.00	0	m <sup>3</sup>	0.00	0		0.00	
<b>A2 STRUCTURE</b>						<b>94,900</b>	<b>60.06</b>	<b>2.2%</b>
A21 Lowest Floor Construction	0.10	158	m <sup>2</sup>	106.96	16,900		10.70	
A22.1 Upper Floor Construction	0.00	0	m <sup>2</sup>	0.00	0		0.00	
A22.2 Stair Construction	0.00	0	risr	0.00	0		0.00	
A23 Roof Construction	0.13	200	m <sup>2</sup>	390.00	78,000		49.37	
<b>A3 EXTERIOR ENCLOSURE</b>						<b>760,400</b>	<b>481.27</b>	<b>17.3%</b>
A31 Structural Walls Below Grade	0.00	0	m <sup>2</sup>	0.00	0		0.00	
A32.1 Walls Above Grade	0.06	97	m <sup>2</sup>	2,004.12	194,400		123.04	
A32.2 Structural Walls Above Grade	0.00	0	m <sup>2</sup>	0.00	0		0.00	
A32.3 Curtain Walls	0.15	238	m <sup>2</sup>	1,318.49	313,800		198.61	
A33.1 Windows & Louvres	0.03	41	m <sup>2</sup>	856.10	35,100		22.22	
A33.2 Glazed Screens	0.00	0	m <sup>2</sup>	0.00	0		0.00	
A33.3 Doors	0.00	5	lvs.	3,780.00	18,900		11.96	
A34.1 Roof Covering	0.62	979	m <sup>2</sup>	163.74	160,300		101.46	
A34.2 Skylights	0.00	0	m <sup>2</sup>	0.00	0		0.00	
A35 Projections	0.06	95	m <sup>2</sup>	398.95	37,900		23.99	
<b>B1 PARTITIONS &amp; DOORS</b>						<b>540,900</b>	<b>342.34</b>	<b>12.3%</b>
B11.1 Fixed Partitions	1.28	2,019	m <sup>2</sup>	186.87	377,300		238.80	
B11.2 Moveable Partitions	0.02	36	m <sup>2</sup>	250.00	9,000		5.70	
B11.3 Structural Partitions	0.00	0	m <sup>2</sup>	0.00	0		0.00	
B12 Doors	0.05	79	lvs.	1,956.96	154,600		97.85	
<b>B2 FINISHES</b>						<b>409,100</b>	<b>258.92</b>	<b>9.3%</b>
B21 Floor Finishes	0.95	1,498	m <sup>2</sup>	79.97	119,800		75.82	
B22 Ceiling Finishes	0.90	1,425	m <sup>2</sup>	122.46	174,500		110.44	
B23 Wall Finishes	2.80	4,426	m <sup>2</sup>	25.94	114,800		72.66	
<b>B3 FITTINGS &amp; EQUIPMENT</b>						<b>257,800</b>	<b>163.16</b>	<b>5.9%</b>
B31.1 Metals	1.00	1,580	m <sup>2</sup>	9.49	15,000		9.49	
B31.2 Millwork	1.00	1,580	m <sup>2</sup>	54.68	86,400		54.68	
B31.3 Specialties	1.00	1,580	m <sup>2</sup>	23.04	36,400		23.04	
B32 Equipment	0.81	1,279	m <sup>2</sup>	93.82	120,000		75.95	
B33.1 Elevators	0.00	0	stop	0	0		0.00	
B33.2 Escalators & Moving Walkways	0.00	0	no.	0.00	0		0.00	
B33.3 Material Handling Systems	0.00	0	no.	0.00	0		0.00	
<b>C1 MECHANICAL</b>						<b>1,002,900</b>	<b>634.75</b>	<b>22.8%</b>
C11 Plumbing and Drainage	1.00	1,580	m <sup>2</sup>	209.49	331,000		209.49	
C12 Fire Protection	1.00	1,580	m <sup>2</sup>	40.00	63,200		40.00	
C13 HVAC	1.00	1,580	m <sup>2</sup>	355.25	561,300		355.25	
C14 Controls	1.00	1,580	m <sup>2</sup>	30.00	47,400		30.00	
<b>C2 ELECTRICAL</b>						<b>600,900</b>	<b>380.32</b>	<b>13.7%</b>
C21 Service & Distribution	1.00	1,580	m <sup>2</sup>	105.25	166,300		105.25	
C22 Lighting, Devices & Heating	1.00	1,580	m <sup>2</sup>	160.06	252,900		160.06	
C23 Systems & Ancillaries	1.00	1,580	m <sup>2</sup>	115.00	181,700		115.00	
<b>Z1 GENERAL REQUIREMENTS &amp; FEES</b>						<b>572,800</b>	<b>362.53</b>	<b>13.0%</b>
Z11 General Requirements	11.0%				420,000		265.82	
Z12 Fee	4.0%				152,800		96.71	
<b>NET BUILDING COST</b>						<b>4,391,500</b>	<b>2,779.43</b>	<b>100%</b>

COST CONSULTANTS

A1-1





Acclaim Health Dementia Care

Class D Rev. #1

May 31, 2019

GFA: 1,580 m<sup>2</sup>

**TOTAL**

Element	Ratio G.F.A.	Element		Average Unit Cost	Amount \$	Total Cost \$	Cost/Floor Area \$/ m <sup>2</sup>	%
Quantity	Unit							
<b>NET BUILDING COST</b>						<b>4,391,500</b>	<b>2,779.43</b>	
<b>D1 SITE WORK</b>						<b>445,600</b>	<b>282.03</b>	
D11.1 Site Preparation	3.92	6,196	m <sup>2</sup>	2.63	16,300		10.32	
D11.2 Hard Surfaces	1.79	2,833	m <sup>2</sup>	77.13	218,500		138.29	
D11.3 Site Improvements	0.81	1,279	m <sup>2</sup>	74.04	94,700		59.94	
D11.4 Landscaping	0.81	1,279	m <sup>2</sup>	20.41	26,100		16.52	
D12 Mechanical Site Services	0.81	1,279	m <sup>2</sup>	27.37	35,000		22.15	
D13 Electrical Site Services	0.81	1,279	m <sup>2</sup>	43.00	55,000		34.81	
<b>D2 ANCILLARY WORK</b>						<b>187,200</b>	<b>118.48</b>	
D21.1 Demolition	1.00	1,580	m <sup>2</sup>	118.10	186,600		118.10	
D21.2 Hazardous Materials	1.00	1,580	m <sup>2</sup>	0.38	600		0.38	
D22 Alteration	0.00	0	m <sup>2</sup>	0.00	0		0.00	
<b>Z1 GENERAL REQUIREMENTS &amp; FEES</b>						<b>94,900</b>	<b>60.06</b>	
Z11 General Requirements	11.0%				69,600		44.05	
Z12 Fee	4.0%				25,300		16.01	
<b>NET CONSTRUCTION COST</b>						<b>5,119,200</b>	<b>3,240.00</b>	
<b>Z2 ALLOWANCES</b>						<b>524,700</b>	<b>332.09</b>	
Z21 Design Allowance	5.0%				256,000		162.03	
Z23 Construction Allowance	5.0%				268,700		170.06	
<b>SUBTOTAL CONSTRUCTION COST</b>						<b>5,643,900</b>	<b>3,572.09</b>	
Goods & Services Tax	0.0%					0	0.00	
<b>TOTAL CONSTRUCTION COST</b>						<b>5,643,900</b>	<b>3,572.09</b>	
Z31 Escalation Allowance	5.0%					284,500	180.06	
<b>ESCALATED CONSTRUCTION COST</b>						<b>5,928,400</b>	<b>3,752.15</b>	

Notes:



Acclaim Health Dementia Care

Class D Rev. #1

May 31, 2019

GFA: 1,279 m<sup>2</sup>

Base Project

Element	Ratio G.F.A.	Element		Average Unit Cost	Amount \$	Total Cost \$	Cost/Floor Area \$/ m <sup>2</sup>	%
		Quantity	Unit					
<b>A1 SUBSTRUCTURE</b>						<b>151,800</b>	<b>118.69</b>	<b>3.9%</b>
A11.1 Standard Foundations	0.08	105	m	1,445.71	151,800		118.69	
A11.2 Special Foundations	0.00		m <sup>2</sup>	0.00	0		0.00	
A12 Basement Excavation	0.00		m <sup>3</sup>	0.00	0		0.00	
<b>A2 STRUCTURE</b>						<b>94,900</b>	<b>74.20</b>	<b>2.5%</b>
A21 Lowest Floor Construction	0.12	158	m <sup>2</sup>	106.96	16,900		13.21	
A22.1 Upper Floor Construction	0.00		m <sup>2</sup>	0.00	0		0.00	
A22.2 Stair Construction	0.00		risr	0.00	0		0.00	
A23 Roof Construction	0.16	200	m <sup>2</sup>	390.00	78,000		60.99	
<b>A3 EXTERIOR ENCLOSURE</b>						<b>760,400</b>	<b>594.53</b>	<b>19.7%</b>
A31 Structural Walls Below Grade	0.00		m <sup>2</sup>	0.00	0		0.00	
A32.1 Walls Above Grade	0.08	97	m <sup>2</sup>	2,004.12	194,400		151.99	
A32.2 Structural Walls Above Grade	0.00		m <sup>2</sup>	0.00	0		0.00	
A32.3 Curtain Walls	0.19	238	m <sup>2</sup>	1,318.49	313,800		245.35	
A33.1 Windows & Louvres	0.03	41	m <sup>2</sup>	856.10	35,100		27.44	
A33.2 Glazed Screens	0.00		m <sup>2</sup>	0.00	0		0.00	
A33.3 Doors	0.00	5	lvs.	3,780.00	18,900		14.78	
A34.1 Roof Covering	0.77	979	m <sup>2</sup>	163.74	160,300		125.33	
A34.2 Skylights	0.00		m <sup>2</sup>	0.00	0		0.00	
A35 Projections	0.07	95	m <sup>2</sup>	398.95	37,900		29.63	
<b>B1 PARTITIONS &amp; DOORS</b>						<b>443,600</b>	<b>346.83</b>	<b>11.5%</b>
B11.1 Fixed Partitions	1.34	1,708	m <sup>2</sup>	194.96	333,000		260.36	
B11.2 Moveable Partitions	0.00	0	m <sup>2</sup>	0.00	0		0.00	
B11.3 Structural Partitions	0.00	0	m <sup>2</sup>	0.00	0		0.00	
B12 Doors	0.04	55	lvs.	2,010.91	110,600		86.47	
<b>B2 FINISHES</b>						<b>335,600</b>	<b>262.39</b>	<b>8.7%</b>
B21 Floor Finishes	0.95	1,210	m <sup>2</sup>	80.50	97,400		76.15	
B22 Ceiling Finishes	0.91	1,159	m <sup>2</sup>	123.47	143,100		111.88	
B23 Wall Finishes	2.79	3,566	m <sup>2</sup>	26.67	95,100		74.35	
<b>B3 FITTINGS &amp; EQUIPMENT</b>						<b>228,100</b>	<b>178.34</b>	<b>5.9%</b>
B31.1 Metals	1.00	1,279	m <sup>2</sup>	9.38	12,000		9.38	
B31.2 Millwork	1.00	1,279	m <sup>2</sup>	53.48	68,400		53.48	
B31.3 Specialties	1.00	1,279	m <sup>2</sup>	21.66	27,700		21.66	
B32 Equipment	1.00	1,279	m <sup>2</sup>	93.82	120,000		93.82	
B33.1 Elevators	0.00	0	stop	0	0		0.00	
B33.2 Escalators & Moving Walkways	0.00	0	no.	0.00	0		0.00	
B33.3 Material Handling Systems	0.00	0	no.	0.00	0		0.00	
<b>C1 MECHANICAL</b>						<b>836,500</b>	<b>654.03</b>	<b>21.7%</b>
C11 Plumbing and Drainage	1.00	1,279	m <sup>2</sup>	220.02	281,400		220.02	
C12 Fire Protection	1.00	1,279	m <sup>2</sup>	40.03	51,200		40.03	
C13 HVAC	1.00	1,279	m <sup>2</sup>	363.96	465,500		363.96	
C14 Controls	1.00	1,279	m <sup>2</sup>	30.02	38,400		30.02	
<b>C2 ELECTRICAL</b>						<b>498,500</b>	<b>389.76</b>	<b>12.9%</b>
C21 Service & Distribution	1.00	1,279	m <sup>2</sup>	110.01	140,700		110.01	
C22 Lighting, Devices & Heating	1.00	1,279	m <sup>2</sup>	160.05	204,700		160.05	
C23 Systems & Ancillaries	1.00	1,279	m <sup>2</sup>	119.70	153,100		119.70	
<b>Z1 GENERAL REQUIREMENTS &amp; FEES</b>						<b>502,400</b>	<b>392.81</b>	<b>13.0%</b>
Z11 General Requirements	11.0%				368,400		288.04	
Z12 Fee	4.0%				134,000		104.77	
<b>NET BUILDING COST</b>						<b>3,851,800</b>	<b>3,011.57</b>	<b>100%</b>

COST CONSULTANTS

A1-3



**Acclaim Health Dementia Care**

**Class D Rev. #1**

**May 31, 2019**

**GFA: 1,279 m<sup>2</sup>**

**Base Project**

Element	Ratio G.F.A.	Element Quantity Unit	Average Unit Cost	Amount \$	Total Cost \$	Cost/Floor Area \$/ m <sup>2</sup>	%
<b>NET BUILDING COST</b>					<b>3,851,800</b>	<b>3,011.57</b>	
<b>D1 SITE WORK</b>					<b>445,600</b>	<b>348.40</b>	
D11.1 Site Preparation	4.84	6,196 m <sup>2</sup>	2.63	16,300		12.74	
D11.2 Hard Surfaces	2.22	2,833 m <sup>2</sup>	77.13	218,500		170.84	
D11.3 Site Improvements	1.00	1,279 m <sup>2</sup>	74.04	94,700		74.04	
D11.4 Landscaping	1.00	1,279 m <sup>2</sup>	20.41	26,100		20.41	
D12 Mechanical Site Services	1.00	1,279 m <sup>2</sup>	27.37	35,000		27.37	
D13 Electrical Site Services	1.00	1,279 m <sup>2</sup>	43.00	55,000		43.00	
<b>D2 ANCILLARY WORK</b>					<b>187,200</b>	<b>146.36</b>	
D21.1 Demolition	1.00	1,279 m <sup>2</sup>	145.90	186,600		145.90	
D21.2 Hazardous Materials	0.00	1 sum	600.00	600		0.47	
D22 Alteration	0.00	0 m <sup>2</sup>	0.00	0		0.00	
<b>Z1 GENERAL REQUIREMENTS &amp; FEES</b>					<b>94,900</b>	<b>74.20</b>	
Z11 General Requirements	11.0%			69,600		54.42	
Z12 Fee	4.0%			25,300		19.78	
<b>NET CONSTRUCTION COST</b>					<b>4,579,500</b>	<b>3,580.53</b>	
<b>Z2 ALLOWANCES</b>					<b>469,400</b>	<b>367.01</b>	
Z21 Design Allowance	5.0%			229,000		179.05	
Z23 Construction Allowance	5.0%			240,400		187.96	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>5,048,900</b>	<b>3,947.54</b>	
<b>Goods &amp; Services Tax</b>	<b>0.0%</b>				<b>0</b>	<b>0.00</b>	
<b>TOTAL CONSTRUCTION COST</b>					<b>5,048,900</b>	<b>3,947.54</b>	
Z31 Escalation Allowance	5.0%				254,500	198.98	
<b>ESCALATED CONSTRUCTION COST</b>					<b>5,303,400</b>	<b>4,146.52</b>	

**Notes:**



Acclaim Health Dementia Care

Class D Rev. #1

May 31, 2019

GFA: 301 m<sup>2</sup>

Second day program

Element	Ratio G.F.A.	Element		Average Unit Cost	Amount \$	Total Cost \$	Cost/Floor Area \$/ m <sup>2</sup>	%
		Quantity	Unit					
<b>A1 SUBSTRUCTURE</b>						0	0.00	0.0%
A11.1 Standard Foundations	0.00		m <sup>2</sup>	0.00	0		0.00	
A11.2 Special Foundations	0.00		m <sup>2</sup>	0.00	0		0.00	
A12 Basement Excavation	0.00		m <sup>3</sup>	0.00	0		0.00	
<b>A2 STRUCTURE</b>						0	0.00	0.0%
A21 Lowest Floor Construction	0.00		m <sup>2</sup>	0.00	0		0.00	
A22.1 Upper Floor Construction	0.00		m <sup>2</sup>	0.00	0		0.00	
A22.2 Stair Construction	0.00		risr	0.00	0		0.00	
A23 Roof Construction	0.00		m <sup>2</sup>	0.00	0		0.00	
<b>A3 EXTERIOR ENCLOSURE</b>						0	0.00	0.0%
A31 Structural Walls Below Grade	0.00		m <sup>2</sup>	0.00	0		0.00	
A32.1 Walls Above Grade	0.00		m <sup>2</sup>	0.00	0		0.00	
A32.2 Structural Walls Above Grade	0.00		m <sup>2</sup>	0.00	0		0.00	
A32.3 Curtain Walls	0.00		m <sup>2</sup>	0.00	0		0.00	
A33.1 Windows & Louvres	0.00		m <sup>2</sup>	0.00	0		0.00	
A33.2 Glazed Screens	0.00		m <sup>2</sup>	0.00	0		0.00	
A33.3 Doors	0.00		lvs.	0.00	0		0.00	
A34.1 Roof Covering	0.00		m <sup>2</sup>	0.00	0		0.00	
A34.2 Skylights	0.00		m <sup>2</sup>	0.00	0		0.00	
A35 Projections	0.00		m <sup>2</sup>	0.00	0		0.00	
<b>B1 PARTITIONS &amp; DOORS</b>						97,300	323.26	18.0%
B11.1 Fixed Partitions	1.03	311	m <sup>2</sup>	142.44	44,300		147.18	
B11.2 Moveable Partitions	0.12	36	m <sup>2</sup>	250.00	9,000		29.90	
B11.3 Structural Partitions	0.00		m <sup>2</sup>	0.00	0		0.00	
B12 Doors	0.08	24	lvs.	1,833.33	44,000		146.18	
<b>B2 FINISHES</b>						73,500	244.19	13.6%
B21 Floor Finishes	0.96	288	m <sup>2</sup>	77.78	22,400		74.42	
B22 Ceiling Finishes	0.88	266	m <sup>2</sup>	118.05	31,400		104.32	
B23 Wall Finishes	2.86	860	m <sup>2</sup>	22.91	19,700		65.45	
<b>B3 FITTINGS &amp; EQUIPMENT</b>						29,700	98.67	5.5%
B31.1 Metals	1.00	301	m <sup>2</sup>	9.97	3,000		9.97	
B31.2 Millwork	1.00	301	m <sup>2</sup>	59.80	18,000		59.80	
B31.3 Specialties	1.00	301	m <sup>2</sup>	28.90	8,700		28.90	
B32 Equipment	0.00	0	m <sup>2</sup>	0.00	0		0.00	
B33.1 Elevators	0.00	0	stop	0	0		0.00	
B33.2 Escalators & Moving Walkways	0.00	0	no.	0.00	0		0.00	
B33.3 Material Handling Systems	0.00	0	no.	0.00	0		0.00	
<b>C1 MECHANICAL</b>						166,400	552.82	30.8%
C11 Plumbing and Drainage	1.00	301	m <sup>2</sup>	164.78	49,600		164.78	
C12 Fire Protection	1.00	301	m <sup>2</sup>	39.87	12,000		39.87	
C13 HVAC	1.00	301	m <sup>2</sup>	318.27	95,800		318.27	
C14 Controls	1.00	301	m <sup>2</sup>	29.90	9,000		29.90	
<b>C2 ELECTRICAL</b>						102,400	340.20	19.0%
C21 Service & Distribution	1.00	301	m <sup>2</sup>	85.05	25,600		85.05	
C22 Lighting, Devices & Heating	1.00	301	m <sup>2</sup>	160.13	48,200		160.13	
C23 Systems & Ancillaries	1.00	301	m <sup>2</sup>	95.02	28,600		95.02	
<b>Z1 GENERAL REQUIREMENTS &amp; FEES</b>						70,400	233.89	13.0%
Z11 General Requirements	11.0%				51,600		171.43	
Z12 Fee	4.0%				18,800		62.46	
<b>NET BUILDING COST</b>						<b>539,700</b>	<b>1,793.02</b>	<b>100%</b>

COST CONSULTANTS

A1-5



Acclaim Health Dementia Care

Class D Rev. #1

May 31, 2019

GFA: 301 m<sup>2</sup>

Second day program

Element	Ratio G.F.A.	Element Quantity Unit	Average Unit Cost	Amount \$	Total Cost \$	Cost/Floor Area \$/ m <sup>2</sup>	%
<b>NET BUILDING COST</b>					<b>539,700</b>	<b>1,793.02</b>	
<b>D1 SITE WORK</b>					<b>0</b>	<b>0.00</b>	
D11.1 Site Preparation	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D11.2 Hard Surfaces	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D11.3 Site Improvements	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D11.4 Landscaping	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D12 Mechanical Site Services	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D13 Electrical Site Services	0.00	0 m <sup>2</sup>	0.00	0		0.00	
<b>D2 ANCILLARY WORK</b>					<b>0</b>	<b>0.00</b>	
D21.1 Demolition	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D21.2 Hazardous Materials	0.00	0 m <sup>2</sup>	0.00	0		0.00	
D22 Alteration	0.00	0 m <sup>2</sup>	0.00	0		0.00	
<b>Z1 GENERAL REQUIREMENTS &amp; FEES</b>					<b>0</b>	<b>0.00</b>	
Z11 General Requirements	11.0%			0		0.00	
Z12 Fee	4.0%			0		0.00	
<b>NET CONSTRUCTION COST</b>					<b>539,700</b>	<b>1,793.02</b>	
<b>Z2 ALLOWANCES</b>					<b>55,300</b>	<b>183.72</b>	
Z21 Design Allowance	5.0%			27,000		89.70	
Z23 Construction Allowance	5.0%			28,300		94.02	
<b>SUBTOTAL CONSTRUCTION COST</b>					<b>595,000</b>	<b>1,976.74</b>	
Goods & Services Tax	<b>0.0%</b>				<b>0</b>	<b>0.00</b>	
<b>TOTAL CONSTRUCTION COST</b>					<b>595,000</b>	<b>1,976.74</b>	
Z31 Escalation Allowance	5.0%				30,000	99.67	
<b>ESCALATED CONSTRUCTION COST</b>					<b>625,000</b>	<b>2,076.41</b>	

Notes:



## APPENDIX II

# *Cost Plan*

47 PAGES

Description	Quantity	Unit	Rate	Amount
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**A1 SUBSTRUCTURE**

***A11.1 Standard Foundations***

Allowance for new pad footing 1.72m x 1.72m @ South and West	19	ea.	2,860.00	54,300
Allowance for new strip footing & foundation wall @ South and West new curtain wall & exterior wall (incl. foundation walls at garden walls, rear patio, rear stairs etc.)	105	m	930.00	97,500

<b><i>Total Standard Foundations</i></b>				<b><i>\$151,800</i></b>
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Description	Quantity	Unit	Rate	Amount
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**A1 SUBSTRUCTURE**

***A11.2 Special Foundations***

Assume not required

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***Total Special Foundations***

Description	Quantity	Unit	Rate	Amount
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**A1 SUBSTRUCTURE**

***A12 Basement Excavation***

Not Applicable

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***Total Basement Excavation***

Description	Quantity	Unit	Rate	Amount
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**A2 STRUCTURE**

***A21 Lowest Floor Construction***

Allowance for new SOG @ new additional area	100	m <sup>2</sup>	75.00	7,500
Allowance for re-do SOG @ All-season garden	58	m <sup>2</sup>	75.00	4,400
Allowance to connect in to existing building	1	sum	5,000.00	5,000

<b><i>Total Lowest Floor Construction</i></b>				<b><i>\$16,900</i></b>
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Description	Quantity	Unit	Rate	Amount
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**A2 STRUCTURE**

***A22.1 Upper Floor Construction***

Not Applicable

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***Total Upper Floor Construction***

Description	Quantity	Unit	Rate	Amount
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**A2 STRUCTURE**

***A22.2 Stair Construction***

Not Applicable

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***Total Stair Construction***

Description	Quantity	Unit	Rate	Amount
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**A2 STRUCTURE**

***A23 Roof Construction***

Allowance for new high/low roof structural Incl. beams, OWSJ, steel deck etc., based on preliminary structural lay out	200	m <sup>2</sup>	390.00	78,000
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<b><i>Total Roof Construction</i></b>				<b><i>\$78,000</i></b>
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Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A31 Structural Walls Below Grade***

Not Applicable

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***Total Structural Walls Below Grade***

Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

**A32.1 Walls Above Grade**

Allowance to make good existing exterior wall after saw cutting for windows (approx. 282m)	1	sum	8,500.00	8,500
Allowance for Infill exterior block wall 3mx3m@ removed OH door location	2	ea.	1,800.00	3,600
Allowance for new exterior wall assemble @ west & south elevation	97	m <sup>2</sup>	750.00	72,700
To reclad and insulate the existing building; North, West & South; 75mm spray foam insulation; cement board panel siding	747	m <sup>2</sup>	130.00	97,100
East; 75mm spray foam insulation; wide rib metal siding (vicwest)	106	m <sup>2</sup>	118.00	12,500

<b>Total Walls Above Grade</b>				<b>\$194,400</b>
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Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A32.2 Structural Walls Above Grade***

Included Above

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***Total Structural Walls Above Grade***

Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A32.3 Curtain Walls***

Allowance for new curtain wall	238	m <sup>2</sup>	850.00	201,900
Allowance for window lintels-W-beam	92	m	1,215.00	111,900

<b><i>Total Curtain Walls</i></b>				<b><i>\$313,800</i></b>
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Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A33.1 Windows & Louvres***

Allowance for new aluminium windows	41	m <sup>2</sup>	850.00	35,100
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<b><i>Total Windows &amp; Louvres</i></b>				<b><i>\$35,100</i></b>
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Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A33.2 Glazed Screens***

Not Applicable

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***Total Glazed Screens***

Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A33.3 Exterior Doors***

Allowance for exterior doors	5	ea.	2,500.00	12,500
Allowance for auto door operator	2	ea.	3,200.00	6,400

<b><i>Total Exterior Doors</i></b>				<b><i>\$18,900</i></b>
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Description	Quantity	Unit	Rate	Amount
<b>A3 EXTERIOR ENCLOSURE</b>				
<b>A34.1 Roof Covering</b>				
Allowance for new roof covering	263	m <sup>2</sup>	165.00	43,400
Allowance for the entire existing roof will be re-clad, new insulation and membrane to be provided	779	m <sup>2</sup>	150.00	116,900

<b><u>Total Roof Covering</u></b>	<b><u>\$160,300</u></b>
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Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A34.2 Skylights***

Not Applicable

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***Total Skylights***

Description	Quantity	Unit	Rate	Amount
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**A3 EXTERIOR ENCLOSURE**

***A35 Projections***

Allowance for canopy roof structure	95	m <sup>2</sup>	265.00	25,100
Allowance for canopy roof covering	95	m <sup>2</sup>	135.00	12,800

<b><i>Total Projections</i></b>				<b><i>\$37,900</i></b>
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Description	Quantity	Unit	Rate	Amount
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**B1 PARTITIONS & DOORS**

***B11.1 Fixed Partitions***

**Main Area**

Allowance for Interior drywall partition	1,532	m <sup>2</sup>	120.00	183,800
Allowance for Garden full height glazing partition H=6.8	107	m <sup>2</sup>	850.00	91,100

***Itemized Price included in the base price***  
***Exterior glazing wall for all season garden 82m<sup>2</sup>-\$69,700***

Allowance for Interior glazing partition	68	m <sup>2</sup>	850.00	58,100
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**Second Day Program**

Allowance for Interior drywall partition	301	m <sup>2</sup>	120.00	36,100
Allowance for Interior glazing partition	10	m <sup>2</sup>	850.00	8,200

<b><u>Total Fixed Partitions</u></b>				<b><u>\$377,300</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B1 PARTITIONS & DOORS**

***B11.2 Moveable Partitions***

**Second Day Program**

Allowance for folding partition @ Program area	36	m <sup>2</sup>	250.00	9,000
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<b><u>Total Moveable Partitions</u></b>				<b><u>\$9,000</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B1 PARTITIONS & DOORS**

***B11.3 Structural Partitions***

Not Applicable

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***Total Structural Partitions***

Description	Quantity	Unit	Rate	Amount
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**B1 PARTITIONS & DOORS**

***B12 Interior Doors***

**Base Project**

Allowance for Interior doors (HM, SCW, Aluminum etc. ) incl. door leaf, frame, hardware, painting etc.	47	ea.	1,800.00	84,600
Allowance for Interior door-pocket door/closet door incl. door leaf, frame, hardware, painting etc.	8	ea.	1,500.00	12,000
Allowance for auto door operator @ barrier-free washrooms	5	ea.	2,800.00	14,000

**Second Day Program**

Allowance for Interior doors (HM, SCW, Aluminum etc. ) incl. door leaf, frame, hardware, painting etc.	8	ea.	1,800.00	14,400
Allowance for Interior door-pocket door/closet door incl. door leaf, frame, hardware, painting etc.	16	ea.	1,500.00	24,000
Allowance for auto door operator @ barrier-free washrooms	2	ea.	2,800.00	5,600

<b><u>Total Interior Doors</u></b>				<b><u>\$154,600</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B2 FINISHES**

***B21 Floor Finishes***

**Base Project**

Allowance for sheet vinyl flooring @ washrooms, kitchen, shower	136	m <sup>2</sup>	80.00	10,900
Allowance for sheet vinyl flooring @ 70% of GFA	861	m <sup>2</sup>	80.00	68,900
Allowance for Carpet floor @ Offices etc.	164	m <sup>2</sup>	80.00	13,100
Allowance for concrete sealer	49	m <sup>2</sup>	30.00	1,500
Allowance for floor patching/repair/leveling etc. after remove existing floor finishes	1	sum	3,000.00	3,000

**Second Day Program**

Allowance for sheet vinyl flooring @ washrooms, kitchen, shower	24	m <sup>2</sup>	80.00	1,900
Allowance for sheet vinyl flooring @ 70% of GFA	240	m <sup>2</sup>	80.00	19,200
Allowance for Carpet floor @ Offices etc.	11	m <sup>2</sup>	80.00	900
Allowance for concrete sealer	13	m <sup>2</sup>	30.00	400

<b><u>Total Floor Finishes</u></b>				<b><u>\$119,800</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B2 FINISHES**

***B22 Ceiling Finishes***

**Base Project**

Allowance for gypsum board ceiling	671	m <sup>2</sup>	120.00	80,500
Allowance for 610x610 acoustic ceiling & T-bar	212	m <sup>2</sup>	60.00	12,700
Allowance for assumed linear metal@lobby	61	m <sup>2</sup>	150.00	9,200
Allowance for special featured ceiling @ dining & living	41	m <sup>2</sup>	500.00	20,600
Allowance for assumed linear metal @ canopy	111	m <sup>2</sup>	150.00	16,600
Allowance for exposed ceiling painting	174	m <sup>2</sup>	20.00	3,500

**Second Day Program**

Allowance for gypsum board ceiling	147	m <sup>2</sup>	120.00	17,600
Allowance for 610x610 acoustic ceiling & T-bar	97	m <sup>2</sup>	60.00	5,800
Allowance for special featured ceiling @ dining & living	16	m <sup>2</sup>	500.00	8,000

<b><u>Total Ceiling Finishes</u></b>				<b><u>\$174,500</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B2 FINISHES**

***B23 Wall Finishes***

**Base Project**

Allowance for ceramic Wall tiles	457	m <sup>2</sup>	120.00	54,800
Allowance for painting on new and existing walls	3,099	m <sup>2</sup>	13.00	40,300

**Second Day Program**

Allowance for ceramic Wall tiles	80	m <sup>2</sup>	120.00	9,600
Allowance for painting on new and existing walls	780	m <sup>2</sup>	13.00	10,100

<b><u>Total Wall Finishes</u></b>				<b><u>\$114,800</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

***B31.1 Metals***

**Base Project**

Allowance for Misc. Metals cost derived by GFA	1,200	m <sup>2</sup>	10.00	12,000
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**Second Day Program**

Allowance for Misc. Metals cost derived by GFA	300	m <sup>2</sup>	10.00	3,000
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<b><u>Total Metals</u></b>				<b><u>\$15,000</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

***B31.2 Millwork***

**Base Project**

Allowance for millwork measured linear meter	66	m	550.00	36,400
Allowance for other misc. millwork derived by GFA	1,279	m <sup>2</sup>	25.00	32,000

**Second Day Program**

Allowance for millwork measured linear meter	19	m	550.00	10,500
Allowance for other misc. millwork derived by GFA	301	m <sup>2</sup>	25.00	7,500

<b><u>Total Millwork</u></b>				<b><u>\$86,400</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

***B31.3 Specialties***

**Base Project**

Allowance for washroom accessories	11	set.	1,800.00	19,800
Allowance for other misc. specialties, signatures etc.	1,279	m <sup>2</sup>	5.00	6,400
Allowance for Janitor accessories	1	sum	1,500.00	1,500

**Second Day Program**

Allowance for washroom accessories	4	set.	1,800.00	7,200
Allowance for other misc. specialties, signatures etc.	301	m <sup>2</sup>	5.00	1,500

<b><u>Total Specialties</u></b>				<b><u>\$36,400</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

***B32 Equipment***

<b><u>Allowance for Food service equipment:</u></b>	1	sum	120,000.00	120,000
Hand Sink	1	ea.		
S.S. Wall Shelving	1	ea.		
S.S. Pot wash Table w/ three sinks	1	ea.		
S.S. Clean Pot wash Table	1	ea.		
Undercounter Dishwasher	1	ea.		
S.S. Table	1	ea.		
S.S. Countertop Shelving	1	ea.		
Undercounter Refrigerator	1	ea.		
1/2 size convection oven	1	ea.		
36" Restaurant Range, Gas	1	ea.		
Hot/Cold, Drop-in Well	1	ea.		
Duel Temp Refrigerator/freezer	1	ea.		
Reach in refrigerator	1	ea.		
S.S. Table with sink	1	ea.		
S.S. Wall Shelving	1	ea.		
Mop Sink	1	ea.		

**Other F.F.E.**

Furniture	excluded
Art works	excluded
Stand/table Lamps	excluded
Beds	excluded
Appliance	excluded
TV & AV equipment	excluded

<b><u>Total Equipment</u></b>	<b><u>\$120,000</u></b>
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Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

***B33.1 Elevators***

Not Applicable

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***Total Elevators***

Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

*B33.2 Escalators & Moving Walkways*

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***Total Escalators & Moving Walkways***

Description	Quantity	Unit	Rate	Amount
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**B3 FITTINGS & EQUIPMENT**

*B33.3 Material Handling Systems*

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***Total Material Handling Systems***

Description	Quantity	Unit	Rate	Amount
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**C1 MECHANICAL**

***C11 Plumbing and Drainage***

**Base Project**

Plumbing system allowance	1,279	m2	190.00	243,000
New domestic piping				
New sanitary piping				
New venting pipe				
New storm piping				
Kitchen equipment rough-in				
Laundry rough-in				
New plumbing fixtures				

**Natural Gas**

Allowance for Natural Gas Piping	1,279	m2	20.00	25,600
Allowance for demolition of existing pipes	1,279	m2	10.00	12,800

**Second Day program**

Plumbing system allowance (Second Day program)	301	m2	140.00	42,100
Allowance for Natural Gas Piping (Second Day program)	301	m2	15.00	4,500
Allowance for demolition of existing pipes	301	m2	10.00	3,000

<b><u>Total Plumbing and Drainage</u></b>				<b><u>\$331,000</u></b>
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Description	Quantity	Unit	Rate	Amount
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**C1 MECHANICAL**

***C12 Fire Protection***

**Base Project**

Allowance new sprinkler system	1,279	m2	40.00	51,200
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**Second Day program**

Allowance for new sprinkler system	301	m2	40.00	12,000
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<b><u>Total Fire Protection</u></b>				<b><u>\$63,200</u></b>
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Description	Quantity	Unit	Rate	Amount
<b>C1 MECHANICAL</b>				
<b>C13 HVAC</b>				
<b>Base Project</b>				
Allowance for HVAC system	1,279	m2	335.00	428,500
Washroom exhaust system utilising central energy recovery ventilator				
Ductwork				
Roof top unit and air handling unit				
Kitchen exhaust and make up air unit				
Exhaust Air Systems				
Allowance for removal of existing HVAC equipment	1	sum	7,000.00	7,000
Allowance for greenhouse AHU to all season garden	1	sum	30,000.00	30,000
<b>Second Day program</b>				
Allowance for HVAC system	301	m2	310.00	93,300
Allowance for removal of existing HVAC equipment	1	sum	2,500.00	2,500
<b>Total HVAC</b>				<b>\$561,300</b>

Description	Quantity	Unit	Rate	Amount
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**C1 MECHANICAL**

***C14 Controls***

**Base Project**

Allowance for Controls	1,279	m2	30.00	38,400
Individual thermostat control to be utilised				
No DDC control considered				
Minimal requirement considered				

**Second Program**

Allowance for Controls	301	m2	30.00	9,000
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<b><u>Total Controls</u></b>				<b><u>\$47,400</u></b>
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Description	Quantity	Unit	Rate	Amount
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**C2 ELECTRICAL**

***C21 Service & Distribution***

**Base Project**

Allowance for Services and distribution New 400A 600V panel New electrical panel boards New step down transformer Feeder and conduit	1,279	m2	100.00	127,900
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Demolition of existing services and distribution	1,279	m2	10.00	12,800
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**Second Day Program**

Allowance for Services and distribution New electrical panel boards Feeder and conduit	301	m2	70.00	21,100
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Demolition of existing services and distribution	301	m2	15.00	4,500
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<b><u>Total Service &amp; Distribution</u></b>				<b><u>\$166,300</u></b>
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Description	Quantity	Unit	Rate	Amount
<b>C2 ELECTRICAL</b>				
<i><b>C22 Lighting, Devices &amp; Heating</b></i>				
<u><b>Base Project</b></u>				
Allowance for lighting ,heating devices	1,279	m2	150.00	191,900
New interior lighting				
New lighting controls				
Power receptacle				
Wiring and conduit				
Demolition of existing interior lighting	1,279	m2	10.00	12,800
<u><b>Second Day Program</b></u>				
Allowance for lighting ,heating devices	301	m2	150.00	45,200
New interior lighting				
New lighting controls				
Power receptacle				
Wiring and conduit				
Demolition of existing interior lighting	301	m2	10.00	3,000
<u><b>Total Lighting, Devices &amp; Heating</b></u>				<u><b>\$252,900</b></u>

Description	Quantity	Unit	Rate	Amount
<b>C2 ELECTRICAL</b>				
<b><i>C23 Systems &amp; Ancillaries</i></b>				
<b><u>Base Project (Demo)</u></b>				
Demolition of existing fire alarm system as per DEI report section 10.2.5	1,279	m2	15.00	19,200
Minimal demolition of existing nurse call, telecom and security services (primarily in front office area only)	1,279	m2	5.00	6,400
<b><u>Second Day Program (Demo)</u></b>				
Demolition of existing fire alarm system as per DEI report section 10.2.5	301	m2	15.00	4,500
Minimal demolition of existing nurse call, telecom and security services (primarily in front office area only)	301	m2	5.00	1,500
<b><u>Base Project</u></b>				
Allowance for new fire alarm system	1,279	m2	80.00	102,300
Allowance for rough-ins to nurse call, telephone and security system	1,279	m2	15.00	19,200
<b><u>Second Day Program</u></b>				
Allowance for new fire alarm system	301	m2	80.00	24,100
Allowance for rough-ins to nurse call, telephone and security svstem	301	m2	15.00	4,500
<b><u>Total Systems &amp; Ancillaries</u></b>				<b><u>\$181,700</u></b>

Description	Quantity	Unit	Rate	Amount
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**D1 SITE WORK**

***D11.1 Site Preparation***

Site Clearance	4,616	m <sup>2</sup>	1.50	6,900
Remove existing landscape for new canopy	45	m <sup>2</sup>		
Remove existing concrete pad	26	m <sup>2</sup>		
Remove existing exterior stairs	6	m <sup>2</sup>		
Remove existing metal stairs	1	ea.		
Silt control fence	376	m	25.00	9,400

<b><i>Total Site Preparation</i></b>				<b><i>\$16,300</i></b>
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Description	Quantity	Unit	Rate	Amount
<b>D1 SITE WORK</b>				
<i><b>D11.2 Hard Surfaces</b></i>				
Allowance for light duty asphalt	1,280	m <sup>2</sup>	55.00	70,400
Allowance for Heavy duty asphalt	1,252	m <sup>2</sup>	65.00	81,400
Allowance for Concrete sidewalk	225	m <sup>2</sup>	75.00	16,900
Allowance for Concrete curb	603	m	70.00	42,200
Allowance for Construction access granular pad	75	m <sup>2</sup>	35.00	2,600
Allowance for making good other surfaces	1	sum	5,000.00	5,000

<b><i>Total Hard Surfaces</i></b>	<b><i>\$218,500</i></b>
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Description	Quantity	Unit	Rate	Amount
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**D1 SITE WORK**

***D11.3 Site Improvements***

Allowance for new exterior slab on grade @ Patio slab, ramp, outdoor garden	149	m <sup>2</sup>	120.00	17,900
Allowance for Exterior stair -10 risers W=1.6m & landing	1	sum	5,500.00	5,500
Allowance for landscape wall H=2.3m average	65	m <sup>2</sup>	750.00	49,000
Allowance for Deep storage waste containers	3	ea.	500.00	1,500
Allowance for Building signage	1	ea.	8,500.00	8,500
Allowance for wood fence & gate H=1.8m @ garden	13	m	350.00	4,400
Allowance for Patio railing & gate H=1.65m	16	m	500.00	7,900

<b><i>Total Site Improvements</i></b>				<b><i>\$94,700</i></b>
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Description	Quantity	Unit	Rate	Amount
<b>D1 SITE WORK</b>				
<i><b>D11.4 Landscaping</b></i>				
Allowance for Sodding	1,305	m <sup>2</sup>	8.50	11,100
Allowance for Garden landscape area (grasses etc.)	154	m <sup>2</sup>	30.00	4,600
Allowance for new trees	16	ea.	650.00	10,400

<b><u>Total Landscaping</u></b>	<b><u>\$26,100</u></b>
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Description	Quantity	Unit	Rate	Amount
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**D1 SITE WORK**

***D12 Mechanical Site Services***

Connecting to existing mechanical services (Allowance)	1	sum	35,000.00	35,000
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<b><i>Total Mechanical Site Services</i></b>				<b><i>\$35,000</i></b>
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Description	Quantity	Unit	Rate	Amount
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**D1 SITE WORK**

***D13 Electrical Site Services***

Connecting to existing site services (power) Reused existing 500kVA pad mounted main service transformer Removal of existing primary and secondary ducts New primary and secondary ducts considered	1	sum	25,000.00	25,000
Allowance for extension of existing underground communication services	1	sum	15,000.00	15,000
Allowance for new site lighting (allowed for 10nos pole and building mounted lighting fixtures)	1	sum	15,000.00	15,000

<b><i>Total Electrical Site Services</i></b>				<b><i>\$55,000</i></b>
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Description	Quantity	Unit	Rate	Amount
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## D2 ANCILLARY WORK

### D21.1 Demolition

<b>Interior demolition scope of work as below</b>	1	sum	47,400.00	47,400
Remove existing partition	108	m		
Remove existing floor finishes	169	m <sup>2</sup>		
Remove existing ceiling	169	m <sup>2</sup>		
Remove existing doors	14	ea.		
Misc. interior removal millworks specialties etc.	1	sum		
<b>Exterior envelop demolition scope of work as below</b>	1	sum	139,200.00	139,200
Remove existing wall protection below door on exposed foundation wall	6	m		
Remove exterior load bear wall for new curtain wall opening, assume H=3.7m (provide temporary shoring)	149	m <sup>2</sup>		
Remove exterior load bear wall for new curtain wall opening, assume H=6.8m (provide temporary shoring)	81	m <sup>2</sup>		
Remove exterior load bear wall for new curtain wall opening, assume H=3m (provide temporary shoring)	37	m <sup>2</sup>		
Remove exterior load bear wall for new window opening, assume H=2.5m	67	m <sup>2</sup>		
Remove existing OH door	3	ea.		
Saw cut on exterior wall for new windows and curtain wall	282	m		

<b>Total Demolition</b>				<b>\$186,600</b>
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Description	Quantity	Unit	Rate	Amount
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**D2 ANCILLARY WORK**

***D21.2 Hazardous Materials***

Allowance for approx. 15m <sup>2</sup> of exterior transite soffit panels at front office area	1	sum	640.00	600
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<b><i>Total Hazardous Materials</i></b>				<b><i>\$600</i></b>
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Description	Quantity	Unit	Rate	Amount
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D2 ANCILLARY WORK

*D22 Alteration*

Incl.

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***Total Alteration***



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**1. GENERAL**

**1.1 AMENDMENTS TO CONTRACT**

- .1 The Standard Construction Document CCDC 5B-2010, Construction Management Contract – for Services and Construction, English version, consisting of the Agreement Between *Owner* and *Construction Manager*, Definitions, and General Conditions of the Construction Management Contract – for Services and Construction, Parts 1 to 12, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.
- .2 Where a General Condition or paragraph of the General Conditions of the Construction Management Contract – for Services and Construction is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.
- .3 Under Article A-4 Contract Documents, Paragraph 4.1: Delete “The Appendix – Stipulated Price Option”.

**1.2 AMENDMENTS TO DEFINITIONS**

- .1 Add the following new definition:

- .1 Provide

- Provide*, when used in conjunction with *Products*, means to supply, install and put into service. *Provide* has this meaning whether or not the first letter is capitalized.

- .2 Submittals

- Submittals* are documents or items required by the *Contract Documents* to be provided by the appropriate subtrade and/or supplier, and reviewed and coordinated by the *Construction Manager*, such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
    - As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.

- .2 Amend definitions as follows:

- .1 “Contract Documents

- The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties in writing.”



1.3 AMENDMENTS TO THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGEMENT CONTRACT – FOR SERVICES AND CONSTRUCTION

.1 GC1.1 CONTRACT DOCUMENTS

.1 Amend paragraph 1.1.1 as follows:

“1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. In many cases, the language of the *Contract Documents* is written in the imperative for the sake of brevity. Clauses containing instructions or directions are intended for the *Construction Manager* and such sentences are deemed to include the words ... "the *Construction Manager* shall". It is not intended, however, that the *Construction Manager* shall supply *Products* or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.”

.2 Append the following to the end of subparagraph 1.1.2.2:

“.2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*, except where the *Consultant* shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.”.

.3 Append the following sentence at the end of paragraph 1.1.5:

“1.1.5 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the *Work* among *Subcontractors* and *Suppliers*, nor shall it oblige the *Consultant* or the *Owner* to act as arbiter to establish limits of responsibility between the *Construction Manager* and the *Subcontractors*. The *Specifications* are divided into Divisions and Sections for convenience and organization but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* in respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The *Construction Manager* shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting these matters before proceeding with the *Work*. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Construction Manager* shall include such relocation in the *Work*. The *Construction Manager* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are that portion of the *Contract Documents* wherever located and whenever issued, compiling information of similar content and may consist of drawings, tables and/or lists.”.

.4 Append the following to the end of subparagraph 1.1.6.5:

“.5 noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*.”

- .5 Add the following new subparagraph 1.1.6.6:

“.6 descriptions in words shall govern over numerical sizes.”

- .6 Amend paragraph 1.1.7 as follows:

1.1.7 "The *Owner* shall provide the *Construction Manager*, without charge, a PDF electronic format copy of the *Contract Documents* to perform the *Work*. All hard copy reproduction costs of the *Contract Documents* associated with performing the *Work* are the responsibility of the *Bidders* and are to be included in the *Bid Price*."

**.2 GC 2.3 CONSULTANT'S RESPONSIBILITIES**

- .1 Append the following at the end of paragraph 2.3.9.

"2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*. The *Owner* and the *Construction Manager* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings made in accordance with paragraphs 2.3.7., 2.3.8. and 2.3.9."

**.3 GC 2.4 REVIEW AND INSPECTION OF THE WORK**

- .1 Add new subparagraphs 2.4.6 and 2.4.7 as follows:

“.6 The *relevant subcontractor or supplier* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed, or is designated by the laws or ordinances applicable to the *place of the Work*."

“.7 The *relevant subcontractor or supplier* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*."

**.4 GC 2.5 DEFECTIVE WORK**

- .1 Add new subparagraphs 2.5.1.1 and 2.5.1.2 as follows:

“.1 The *Construction Manager* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*."

.2 The *Construction Manager* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*."

**.5 GC 3.1 CONTROL OF THE WORK**

**.1 Add new paragraph 3.1.3 as follows:**

"3.1.3 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 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."

**.6 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

**.1 Delete subparagraphs 3.2.2.1 and 3.2.2.2 in their entirety.**

**.2 Delete subparagraph 3.2.3.2 in its entirety and substitute the following:**

"2 Coordinate and schedule the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract* and connect as specified or shown in the *Contract Documents*;"

**.3 Add new subparagraph 3.2.3.4 as follows:**

"4 Subject to GC9.4 CONSTRUCTION SAFETY, for the *Owner's* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable Health and Safety legislation of the *Place of the Work*, including all the responsibilities of the "Constructor" under Occupational Health and Safety Act."

**.4 Add new paragraphs 3.2.7 and 3.2.8 as follows:**

"3.2.7 Entry by the *Owner's* own forces and by other contractors shall not mean acceptance of the *Work* and shall not relieve the *Construction Manager's* responsibility to complete the *Work*."

3.2.8 To the extent that 3<sup>rd</sup> parties (engaged by the Owner) have not affected Work performed under the construction management Contract; placing, installation, application, and connection of work by *Owner's* forces or by other contractors on and to, the *Work* shall not relieve the *Construction Manager's* responsibility to provide and maintain the specified warranties."

**.7 GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES**

- .1 Delete paragraph 3.4.1 in its entirety and substitute the following:

"3.4.1 The *Construction Manager* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. Such review by the *Construction Manager* shall comply with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Construction Manager* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Construction Manager* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Construction Manager* could not reasonably have discovered. If the *Construction Manager* does discover any error, inconsistency or omission in the *Contract Documents*, the *Construction Manager* shall not proceed with the affected portion of the *Work* until the *Construction Manager* has received corrected or missing information from the *Consultant*."

**.8 GC 3.5 CONSTRUCTION SCHEDULE**

- .1 Amend subparagraph 3.5.1.1 as follows:

".1 prepare and submit to the *Owner* and the *Consultant* within 10 *Working Days* following award of *Contract*, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*. Once accepted by the *Owner* and the *Consultant*, the *Construction Schedule* submitted by the *Construction Manager* shall become the "baseline" *Construction Schedule* against which all future progress and revisions will be measured;"

- .2 Delete subparagraphs 3.5.1.2 and 3.5.1.3 in their entirety and substitute the following:

".2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the *Construction Schedule* referred to in paragraph 3.5.1.1 or any successor or revised schedule approved by the *Owner* pursuant to GC 3.5 – CONSTRUCTION SCHEDULE;

.3 continuously monitor the progress of the *Work* and provide a monthly progress schedule covering all of the baseline activities and including the actual start, actual finish and percentage completion of those activities. The *Construction Manager* shall submit *Notice in Writing* to the *Owner* and *Consultant* of any variation from the baseline or slippage in the *Construction Schedule*. Each month, the *Construction Manager* shall submit, for the *Owner's* approval, any changes made to the baseline logic and activity durations; and

.4 if after applying the expertise and resources required under subparagraph 3.5.1.2, the *Construction Manager* forms the opinion that the slippage in schedule reported in paragraph 3.5.1.3 cannot be recovered by the *Construction Manager*, it shall, in the same *Notice in Writing* provided under paragraph 3.5.1.3, indicate to the *Consultant* if the *Construction Manager* intends to apply for an extension of *Contract Time* as provided in PART 6 -CHANGES."

.3 Add new paragraph 3.5.2 and 3.5.3 as follows:

"3.5.2 Without limiting the other obligations of the *Construction Manager* under GC3.5 – CONSTRUCTION SCHEDULE, the *Construction Manager* shall not amend the baseline schedule described in paragraph 3.5.1.1 without the prior written consent of the *Owner*. In addition, at each project progress meeting, the *Construction Manager* shall provide to the *Owner* and the *Consultant* a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period.

3.5.3 If at any time it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, based on critical path methodology, or if the *Construction Manager* has given *Notice in Writing* of such to the *Owner* or the *Consultant* pursuant to 3.5.1.3, the *Construction Manager* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Construction Manager* will achieve the recovery of the schedule. If the *Construction Manager* intends to apply for a change in the *Construction Managers Fee* in relation to a schedule recovery plan, the *Construction Manager* shall proceed with PART 6- CHANGES."

**.9 GC 3.6 SUPERVISION**

.1 Amend paragraph 3.6.2 as follows:

"3.6.2 The appointed representative and any project manager appointed by the *Construction Manager*, shall represent the *Construction Manager* at the *Place of the Work* and shall have full authority to act on written instructions given by the *Consultant* and/or the *Owner* and the *Owner's* representative. Information and instructions provided by the *Consultant* to the *Construction Manager's* appointed representative and any project manager shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING. Both the supervisor and any project manager shall have full authority to act on behalf of the *Construction Manager* and bind the *Construction Manager* in matters related to this *Contract*."

.2 Add new paragraph 3.6.3 as follows:

"3.6.3 The *Owner*, acting reasonably, shall have the right to order the *Construction Manager* to remove from the *Project* any representative or employee of the *Construction Manager*, *Subcontractors* or *Suppliers* who, in the opinion of the *Owner*, are a detriment to the *Project*."

**.10 GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

- .1 Append the following sentences to the end of paragraph 3.7.2:

"3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected. In the event that the *Construction Manager* wishes to change any of such *Subcontractors* or *Suppliers*, the *Construction Manager* shall advise the *Consultant* in writing giving the reasons for the change. No change may be made without prior written approval of the *Owner*. Any change made by the *Construction Manager* without such approval will be considered a breach of the *Contract*."

**.11 GC 3.8 LABOUR AND PRODUCTS**

- .1 Append the following at the end of paragraph 3.8.1:

"3.8.1 The *Construction Manager* represents and warrants that the *Products* provided for in accordance with the *Contract* are not subject to any conditional sales contract and are not subject to any security rights obtained by any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*."

- .2 Amend paragraph 3.8.2 as follows:

"3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. *Products Provided* shall be new and shall conform to all current applicable standards/specifications including but not limited to the Canadian Standards Association, Canadian Standards Board or Canadian General Standards Board, ASTM, National Building Code, Ontario Building Code, National Fire Prevention Association, the Technical Standards and Safety Authority (TSSA) and all governmental authorities having jurisdiction at the *Place of the Work*. Unless otherwise specified, *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. *Products* brought on to the *Place of the Work* by the *Construction Manager* shall be deemed to be the property of the *Owner*, but the *Owner* shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said *Products* shall be at the sole risk of the *Construction Manager*."

.2 Add new paragraph 3.8.3 as follows:

"3.8.3 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees, agents, *Subcontractors* and *Suppliers* engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned. Without in any way limiting the generality of the foregoing, the *Construction Manager* shall prepare and implement the job site rules more particularly described in the bid documents. If no job site rules are described in the bid documents, the *Construction Manager* shall draft job site rules for the review and approval of the *Owner*. Any such job site rules prepared by the *Construction Manager* shall be consistent with the *Construction Manager's* duties and obligations under the Occupational Health and Safety Act and shall also include provisions making smoking and the consumption of alcohol or non-prescription drugs on the *Project* site the subject of discipline proceedings and or termination of employment."

.3 Add new paragraphs 3.8.4 to 3.8.7 as follows:

"3.8.4 Upon receipt of a *Notice in Writing* from the *Consultant*, the *Construction Manager* shall dismiss from the *Place of the Work* tradesmen and labourers whose *Work* is unsatisfactory to the *Consultant* or who are considered by the *Consultant* to be unskilled or otherwise objectionable.

3.8.5 The *Construction Manager* shall not employ any persons on the *Work* whose labour affiliation or lack thereof, is incompatible with other labour employed in connection with the *Work*.

3.8.6 The *Construction Manager* shall cooperate with the *Owner* and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the *Work* at the *Place of the Work*, including cooperation to attempt to avoid *Work* stoppages, trade union jurisdictional disputes and other Labour Disputes.

3.8.7 The *Construction Manager* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*."

.12 GC 3.9 DOCUMENTS AT THE SITE

.1 Amend paragraph 3.9.1 as follows:

"3.9.1 The *Construction Manager* shall keep one copy of current *Contract Documents* including Addenda, Bid Revisions, *Change Orders*, *Change Directives*, *Supplemental Instructions*, Proposed Changes, *Submittals*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*."

**.13 GC 3.10 SHOP DRAWINGS**

- .1 Change title of GC 3.10 to "SHOP DRAWINGS AND OTHER SUBMITTALS".
- .2 Append the words "and *Submittals*" after the words "*Shop Drawings*" in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.5, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, and 3.10.11.
- .3 Delete paragraph 3.10.3 in its entirety and substitute the following:

"3.10.3 Prior to the first application for payment, the *Construction Manager* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*."
- .4 Amend paragraph 3.10.12 as follows:

"3.10.12 The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the schedule agreed upon, or, in the absence of such schedule, within 10 *Working Days* or such longer period as may be reasonably required."

**.14 GC 3.14 PERFORMANCE BY CONSTRUCTION MANAGER**

- .1 Add new General Condition 3.14 as follows:

**"3.14 PERFORMANCE BY CONSTRUCTION MANAGER**

3.14.1 In performing its services and obligations under the *Contract*, the *Construction Manager* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Construction Manager* acknowledges and agrees that throughout the *Contract*, the *Construction Manager's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Construction Manager* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

3.14.2 The *Construction Manager* further represents, covenants and warrants to the *Owner* that:

  - .1 The personnel it assigns to the *Project* are appropriately experienced.
  - .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation."

**.15 GC 3.15 OCCUPANCY OF THE WORK**

- .1 Add new General Condition 3.15 as follows:

**"GC 3.15 OCCUPANCY OF THE WORK**



- 3.15.1 Whether the *Project* contemplates *Work* by way of renovations in buildings which will be in use or be occupied during the course of the *Work* or where the *Project* involves *Work* that is adjacent to a structure which is in use or is occupied, the *Construction Manager*, without in any way limiting its responsibilities under this *Construction Manager*, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures."

**.16 GC 4.1 CASH ALLOWANCES**

- .1 Delete paragraph 4.1.4 in its entirety and substitute the following:

"4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the *Consultant's* direction to cover the shortfall without any mark-up for overhead and profit."

- .2 Delete paragraph 4.1.5 in its entirety and substitute the following:

"4.1.5. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Construction amount* by *Change Order*. The *Construction Manager* shall not be required to reimburse the *Owner* for the overhead and profit carried for cash allowances in the *Construction Managers Fee*. Premised on no change to the scope or conditions, similarly, the *Construction Manager* will not request extra for overhead and profit where the cost of *Products* or services provided exceeds the allowance sums specified."

- .3 Delete paragraph 4.1.7 in its entirety and substitute the following:

"4.1.7 At the commencement of the *Work*, the *Construction Manager* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be *Owner* purchased and *Construction Manager* installed or connected to building services are required at the site to avoid delaying the progress of the *Work*."

- .4 Add new paragraph 4.1.8 as follows:

"4.1.8 The *Owner* reserves the right to call, or to have the *Construction Manager* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances."

**.17 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- .1 Delete General Condition 5.1 in its entirety.

**.18 GC 5.3 PROGRESS PAYMENT FOR THE SERVICES**

- .1 Amend subparagraph 5.3.1 as follows:

"5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the *Service* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of the certificate for payment from the *Consultant*."

**.19 GC 5.4 PROGRESS PAYMENT FOR THE WORK**

- .1 Amend paragraph 5.4.3 as follows:

"5.4.3 The amount applied for shall be the cost of the *Work* performed, not including the cost of *Products* delivered to the *Place of the Work* or other locations designated by the *Owner*, in accordance with the provisions of Article A-7 of the Agreement – COST OF THE WORK, as of the last day of the month or an alternative day of the month agreed in writing by the parties plus the *Construction Manager's Fee* for the *Work* earned in accordance with the provisions of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE."

- .2 Add new paragraph 5.4.8 as follows:

"5.4.8 The second and all subsequent applications for payment made by the *Construction Manager* shall include, without limitation, the following:

.1 A Standard Construction Document CCDC 9A-2001 Statutory Declaration of Progress Payment Distribution by Contractor, including copyright seal. No other statutory declaration form will be accepted.

.2 A "Certificate of Clearance" from the Workplace Safety & Insurance Board stating that the *Construction Manager* has complied with the requirements of the Workers Compensation Act and is in good standing as of the date of Certificate."

**.20 GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK**

- .1 Amend paragraph 5.5.2 as follows:

"5.5.2 The *Consultant* will review the *Work* to verify the validity of the application and shall issue a comprehensive list of outstanding defects and deficiencies promptly, and in any event, no later than 20 calendar days after receipt of the *Construction Manager's* list and application:"

- .2 Add new subparagraphs 5.5.2.3 and 5.5.2.4 as follows:

“.3 The list of defects and deficiencies does not relieve the *Construction Manager* of its responsibility to meet the requirements of the *Contract Documents*."

- 5.4.4 Upon receipt of the list of defects and deficiencies, the *Construction Manager*, must submit within 5 *Working Days*, *Notice in Writing* of any items which may not be completed due to climatic or other conditions reasonably beyond the control of the *Construction Manager*. The time period for completion of the balance of remaining work shall not exceed 28 *Working Days*, commencing on the day following the date of list of defects and deficiencies; unless otherwise agreed upon by the *Owner*.

**.21 GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- .1 Amend subparagraph 5.6.1.2 as follows:

"2 submit Standard Construction Document CCDC 9A-2001 Statutory Declaration of Progress Payment Distribution by Contractor, including copyright seal (no other statutory declaration form will be accepted) that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute."

- .2 Delete paragraph 5.6.3 in its entirety.

**.22 GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK**

- .1 Renumber paragraphs 5.7.1, 5.7.2 and 5.7.3 as paragraphs 5.7.2, 5.7.3 and 5.7.4 respectively.

- .2 Add new paragraph 5.7.1 as follows:

"5.7.1 Upon application by the *Construction Manager* for release of a *Subcontractor's* or *Supplier's* holdback, the *Construction Manager* shall provide the *Consultant* with;

- .1 the extent of all additions to, or deductions from, the *Work* of the *Subcontractor* or of the *Supplier* as a result of *Change Orders* or *Change Directives*,
- .2 a letter or certificate from the Workplace Safety & Insurance Board stating that the *Subcontractor* or *Supplier* has paid all assessments to the Board up to the date of application for partial release of holdback covering the work of the *Subcontractor* or *Supplier* and,
- .3 a statutory declaration made by the *Subcontractor* or the *Supplier* in the form of Standard Construction Document CCDC 9B-2001 Statutory Declaration of Progress Payment Distribution by Subcontractor, including copyright seal (no other statutory declaration form will be accepted) that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Subcontractor* or the *Supplier* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute."

**.23 GC 5.8 FINAL PAYMENT FOR THE WORK**

- .1 Amend paragraph 5.8.4 as follows:

"5.8.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 20 calendar days after the issuance of a final certificate for payment, pay the *Construction Manager* as provided in Article A-9 of the Agreement - PAYMENT."

**.24 GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- .1 Amend paragraph 6.1.2 as follows:

6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*. This requirement is of the essence and it is the express intention of the parties that any claims by the *Construction Manager* for a change in the *Construction Managers Fee* and/or *Contract Time* shall be barred unless there has been strict compliance with PART 6 CHANGES. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the *Work* and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for additional payment under this *Contract* or a claim for any extension of the *Contract Time*."

- .2 Add new paragraph 6.1.4 as follows:

"6.1.4 The *Construction Manager* agrees that changes resulting from construction coordination including but not limited to site coordination, *Subcontractor* and *Supplier* coordination are included in the *Construction Managers Fee* and shall not entitle the *Construction Manager* to claim in addition to the *Construction Managers Fee* in relation to coordination."

**.25 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- .1 Add new paragraph 6.4.5 as follows:

"6.4.5 The *Construction Manager* confirms that, prior to submitting the *Construction Manager's Fee* for the *Work*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Construction Manager* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Construction Manager* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Construction Manager* by such careful investigation undertaken prior to the submission of the *Construction Manager's Fee* for the *Work*."

**.26 GC 6.5 DELAYS**

.1 Add new paragraph 6.5.6 to 6.5.8 as follows:

- "6.5.6 If the *Construction Manager* is delayed in the performance of the *Work* by an act or omission of the *Construction Manager* or anyone employed or engaged by the *Construction Manager* directly or indirectly, or by any cause within the *Construction Manager's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Construction Manager*. The *Owner* shall be reimbursed by the *Construction Manager* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Construction Manager* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Construction Manager*.
- 6.5.7 The *Construction Manager* shall be responsible for the care, maintenance and protection of the *Work* in the event of any suspension of construction as a result of the delay described in paragraph 6.5.1, 6.5.2 or 6.5.3. In the event of such suspension, the *Construction Manager* shall be reimbursed by the *Owner* for the reasonable costs incurred by the *Construction Manager* for such protection, but excluding the costs of the *Construction Manager's* head office personnel, for such care, maintenance and protection. The *Construction Manager's* entitlement to costs pursuant to this paragraph 6.5.7, if any, shall be in addition to amounts, if any, to which the *Construction Manager* is entitled pursuant to paragraph 6.5.1, 6.5.2, or 6.5.3.
- 6.5.8 Without limiting the obligations of the *Contractor* described in GC 3.2 or GC 9.4, the *Owner* may, by giving *Notice in Writing*, direct the *Construction Manager* to stop the *Work* where the *Owner* determines that there is an imminent risk to the safety of persons or property at the Place of *Work*. In the event that the *Construction Manager* receives such notice, it shall immediately stop the *Work* and secure the site. The *Construction Manager* shall not be entitled to an extension of the *Contract Time* or to an increase in the *Construction Managers Fee* unless the resulting delay, if any, would entitle the *Construction Manager* to an extension of the *Contract Time* or the reimbursement of the *Construction Manager's* costs as provided in paragraph 6.5.1, 6.5.2 or 6.5.3."

**.27 GC 6.6 CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE CONSTRUCTION MANAGERS FEE**

.1 Amend paragraph 6.6.5 as follows:

- "6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim as noted in paragraph 6.6.3 by the *Consultant*, or within such other time period as may be agreed by the parties and the *Consultant*."

**.28 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT**

- .1 Amend paragraph 7.1.2 as follows:

"7.1.2 If the Construction Manager neglects to prosecute the Work properly, fails or neglects to maintain the latest schedule provided pursuant to GC 3.5 – CONSTRUCTION SCHEDULE or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*."

**.29 GC 7.2 CONSTRUCTION MANAGER'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT**

- .1 Delete paragraph 7.2.3.1 in its entirety.

- .2 Amend subparagraph 7.2.3.3 as follows:

“.3 the *Owner* fails to pay the *Construction Manager* when due the amount certified by the *Consultant* or awarded by arbitration or court, except where the *Owner* has a bona fide claim for set off, or”

- .3 Add new paragraph 7.2.6:

"7.2.6 If the *Construction Manager* terminates the *Contract* under the conditions described in this GC 7.2 – CONSTRUCTION MANAGER'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT, the *Construction Manager* shall be entitled to be paid for all *Work* performed to the date of termination. The *Construction Manager* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, losses sustained on *Products* and *Construction Equipment*."

**.30 GC 8.1 AUTHORITY OF THE CONSULTANT**

- .1 Amend paragraph 8.1.2 as follows:

"8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.15 of GC 8.2- NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required."

**.31 GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION**

.1 Add new paragraphs 8.2.9 to 8.2.15 as follows:

- "8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6 the *Owner* and the *Construction Manager* shall give the *Consultant* a written notice containing:
- .1 a copy of the notice of arbitration
  - .2 a copy of supplementary conditions 8.2.9 to 8.2.15 of this *Contract*, and;
  - .3 any claims or issues which the *Construction Manager* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.
- 8.2.10 The *Owner* and the *Construction Manager* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6. if the *Consultant*:
- .1 has a vested or contingent financial interest in the outcome of the arbitration;
  - .2 gives notice of election to the *Owner* and the *Construction Manager* before the arbitrator is appointed;
  - .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and
  - .4 agrees to be bound by the arbitral award made in the arbitration.
- 8.2.11 If the *Consultant* is not given the written notice required under paragraph 8.2.9, both the *Owner* and the *Construction Manager* are stopped from pursuing an action, counter claim or other proceeding or making an application against the *Consultant* arising out of the issues in dispute in the arbitration between the *Owner* and the *Construction Manager* under paragraph 8.2.6
- 8.2.12 If an election is made under paragraph 8.2.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the *Owner* issues or receives a copy of the notice of arbitration.
- 8.2.13 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.2.10 to become a full party may:
- .5 on application of the *Owner* or the *Construction Manager*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.2.10, and;
  - .6 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.
- 8.2.14 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the *Consultant* to any sub-consultant.
- 8.2.15 In the event of notice of arbitration given by a *Consultant* to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding."

**.32 GC 8.3 RETENTION OF RIGHTS**

**.1 Add new paragraph 8.3.3:**

"8.3.3 If the *Owner* gives the *Notice in Writing* described in paragraph 8.2.6 to have a dispute resolved by arbitration, the *Construction Manager* agrees that this paragraph 8.3.3 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such dispute is otherwise resolved between the parties. In no event shall the *Construction Manager* be deprived of its right to enforce its lien against the *Project* should the *Owner* fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Provided nothing in this paragraph 8.3.3 shall prevent the *Construction Manager* from taking the steps required by the Construction Lien Act to preserve and/or perfect a lien to which it may be entitled."

**.33 GC 9.1 PROTECTION OF WORK AND PROPERTY**

**.1 Amend subparagraph 9.1.1.1 as follows:**

"1 errors in the Contract Documents which the *Construction Manager* could not have discovered applying the standard of care described in paragraph 3.14.1;"

**.2 Amend paragraph 9.1.2 as follows:**

"9.1.2 Before commencing any *Work*, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.14.1."

**.3 Add new Paragraphs 9.1.5 and 9.1.6 as follows:**

"9.1.5 The *Construction Manager* shall not undertake to repair and/or replace any damage whatsoever to adjoining property or acknowledge the same was caused or occasioned by the *Construction Manager*, without first consulting with the *Owner* and receiving written instructions as to the course of action to be followed.

9.1.6 Notwithstanding Paragraph 9.1.5, where there is danger to life or property, the *Construction Manager* may take such emergency action as is necessary to remove the danger and shall indemnify and hold harmless the *Owner* and the *Consultant*, their agents and employees from and against claims, demands losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to such action."



**.34 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

.1 Amend paragraph 9.2.6 as follows:

"9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*."

.2 Amend subparagraph 9.2.7.4 as follows:

".4 indemnify the *Construction Manager* and *Consultant* as required by GC 12.1 – INDEMNIFICATION."

.3 Amend paragraph 9.2.8 as follows:

"9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:"

**.35 GC 9.4 CONSTRUCTION SAFETY**

.1 Add new paragraphs 9.4.2 to 9.4.4 as follows:

"9.4.2 Prior to the commencement of the *Work*, the *Construction Manager* shall submit to the *Owner*:

- .1 a current WSIB clearance certificate.
- .2 copies of the *Construction Manager's* insurance policies having application to the Project or certificates of insurance, at the option of the *Owner*.
- .3 documentation of the *Construction Manager's* in-house safety-related programs.
- .4 a copy of the Notice of *Project* filed with the Ministry of Labour naming itself as "constructor" under Occupational Health and Safety Act.

- 9.4.3 The *Construction Manager* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultants*, successors and assigns from and against the consequences of any and all safety infractions committed by the *Construction Manager* under the Occupational Health and Safety Act, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.

**9GC 9.5 MOULD**

- .2 Amend subparagraph 9.5.3.4 as follows:

“.4 indemnify the *Construction Manager* and *Consultant* as required by GC 12.1 – INDEMNIFICATION.”

**.36 GC 10.1 TAXES AND DUTIES**

- .1 Add new paragraphs 10.1.2 to 10.1.7 as follows:

“10.1.2 Any increase or decrease in costs to the *Construction Manager* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Construction Managers Fee*.

10.1.3 Where the *Owner* is entitled to any exemptions or rebates of sales taxes, value-added taxes or customs duties, the *Construction Manager* shall submit to the *Owner* full particulars of all taxes and/or duties paid, to facilitate application by the *Owner* for such refunds for their own use.

10.1.4 Where an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes is applicable to the *Contract*, the *Construction Manager* shall, at the request of the *Owner* or the *Owner's* representative, assist, join in, or make application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Construction Manager* agrees to endorse over the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph 10.1.4.

10.1.5 The *Construction Manager* shall maintain accurate records tabulating equipment, material and component costs reflecting the taxes, customs duties, excise taxes and Value Added Taxes paid.

- 10.1.6 Any refund of taxes, including without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the *Owner*. The *Construction Manager* agrees to cooperate with the *Owner* and to obtain from all *Subcontractors* and *Suppliers* cooperation with the *Owner* in the application for any refund of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such refund or exemption and providing to the *Owner* copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the *Owner*, or shall be a credit to the *Owner* against the *Construction Managers Fee*, in the *Owner's* discretion.
- 10.1.7 Customs duties penalties, or any other penalty, fine or assessment levied against the *Construction Manager* shall not be treated as a tax or customs duty for purposes of this GC 10.1."

**.37 GC 10.2 LAWS, NOTICES, PERMITS AND FEES**

- .1 Amend paragraphs 10.2.5 and 10.2.6 as follows:

- "10.2.5 Subject to paragraph 3.14.1, the *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known and no further *Work* on the affected components of the *Contract* shall proceed until these changes to the *Contract Documents* have been obtained by the *Construction Manager* from the *Consultant*. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE. The *Construction Manager* shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The *Construction Manager* shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code."
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, and fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes. In the event the *Owner* suffers loss or damage as a result of the *Construction Manager's* failure to comply with paragraph 10.2.5, and notwithstanding any limitations described in paragraph 12.1.1 the *Construction Manager* agrees to indemnify and to hold harmless the *Owner* and the *Consultant* from and against any claims, demands, losses, costs, damages, actions, suits or proceedings resulting from such failure by the *Construction Manager*."

**.38 GC 12.1 INDEMNIFICATION**

- .1 Add new sub-paragraph 12.1.1.3 as follows:

“3. The *Construction Manager* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the *Construction Manager's* performance of the *Contract*, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable, and made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the *Place of Work*.”

**.39 GC 12.3 WARRANTY**

- .1 Amend paragraph 12.3.2 as follows:

“12.3.2 Subject to paragraph 3.14.1, the *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.”

**.40 PART 13 OTHER PROVISIONS**

- .1 Add Part 13 OTHER PROVISIONS

**.41 GC 13.1 OWNERSHIP OF MATERIALS**

- .1 Add GC 13.1 OWNERSHIP OF MATERIALS as follows:

**“GC 13.1 OWNERSHIP OF MATERIALS**

13.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*. All *Work, Products* delivered by the *Construction Manager* which form part of the *Work* shall be considered the property of the *Owner* but the *Construction Manager* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*.”

**.42 GC 13.2 CONSTRUCTION MANAGER DISCHARGE OF LIABILITIES**

- .1 Add new GC 13.2 CONSTRUCTION MANAGER DISCHARGE OF LIABILITIES as follows:

**“GC 13.2 CONSTRUCTION MANAGER DISCHARGE OF LIABILITIES**

13.2.1 In addition to the obligations assumed by the *Construction Manager* pursuant to GC 3.7 – SUBCONTRACTORS AND SUPPLIERS, the *Construction Manager* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, on the date upon which each such liability becomes due.

13.2.2 The *Construction Manager* shall cause every *Subcontractor* and *Supplier* engaged in the performance of the *Work* to discharge all liabilities incurred by them for labour, *Products* and services and used or reasonably required for use in the performance of the *Work*. Workmen employed by a *Subcontractor* or *Supplier* shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the *Subcontractors* and *Suppliers* shall be discharged on the date upon which each becomes due. At the request of the *Owner*, the *Construction Manager* shall furnish the *Owner* with satisfactory evidence that its liabilities and those of its *Subcontractors* and *Suppliers* have been discharged."

**.43 GC 13.3 AS-BUILT OR RECORD DRAWINGS**

.1 Add new GC 13.3 AS-BUILT OR RECORD DRAWINGS as follows:

**"GC 13.3 AS-BUILT OR RECORD DRAWINGS**

13.3.1 Unless otherwise provided in the *Contract Documents*, the *Construction Manager* shall prepare as-built or record drawings for all architectural disciplines, and provide them to the *Consultant* for review."

**.44 GC 13.4 DAILY REPORTS / LOGS**

.1 Add new GC 13.4 DAILY REPORTS / LOGS as follows:

**"GC 13.4 DAILY REPORTS / LOGS**

13.4.1 The *Construction Manager* shall cause its supervisor or such competent person as he or she may delegate, to prepare a daily log or diary reporting on weather conditions, workforce of the *Construction Manager*, *Subcontractors*, *Suppliers* and any other forces on site and also record the general nature of *Project* activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day workforce.

13.4.2 The *Construction Manager* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the *Project*, including records which document the activities of the *Construction Manager* in connection with GC 3.5 – CONSTRUCTION SCHEDULE, and comparing that resourcing to the resourcing anticipated when the most recent version of the *Construction Schedule* was prepared pursuant to GC 3.5.

13.4.3 Upon request by the *Owner* or the *Consultant*, the *Construction Manager* shall make available for inspection and copying all of the records generated pursuant to this GC 13.4 along with any other routine *Project* records ordinarily maintained by the *Construction Manager*."

**.45 CG 13.5 CONSTRUCTION LIENS**

.1 Add new CG 13.5 CONSTRUCTION LIENS as follows:

**"CG 13.5 CONSTRUCTION LIENS**

13.5.1 In the event that any construction lien is registered against the *Project* by or through a *Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly due under the *Contract*, and has otherwise complied with its material obligations under the *Contract*, the *Construction Manager* shall, at the *Owner's* expense, post the security necessary to vacate or discharge such lien, as the case may be, except in the instance of the *Construction Manager* not properly flowing funds received from the *Owner*. In the event that a lien action is commenced and a Statement of Claim is issued and served, the *Construction Manager* shall take all reasonable steps to remove the *Owner* from the main action and to indemnify it and hold it harmless in such action, except where the Statement of Claim makes substantial claims against the *Owner* beyond the recovery of holdback under the Construction Lien Act.

13.5.2 In the event that the *Construction Manager* fails to conform with the requirements of 13.2.1, the *Owner* may set off and deduct from any amount owing to the *Construction Manager*, all costs and associated expenses, including the costs of borrowing the appropriate cash, letter of credit or bond as security and legal fees and disbursements. If there is no amount owing by the *Owner* to the *Construction Manager*, then the *Construction Manager* shall reimburse the *Owner* for all of the said costs and associated expenses."

**.46 GC 13.6 NEUTRAL APPOINTING AUTHORITY**

.1 Add new GC 13.6 NEUTRAL APPOINTING AUTHORITY as follows:

**"GC 13.6 NEUTRAL APPOINTING AUTHORITY**

13.6.1 For purposes of the Rules for Mediation and Arbitration of Construction Disputes CCDC 40, the term "neutral appointing authority", as used in both the Rules for Mediation of Construction Disputes and the Rules for Arbitration of Construction Disputes shall mean the "Appointing Committee" at ADR Chambers presiding at the time notice of the dispute is given pursuant to the *Contract*."

**.47 GC 13.7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

.1 Add GC13.7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT as follows:

**"GC 13.7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

13.7.1 Throughout the term of this *Contract*, and for a period of seven years thereafter, the *Owner* and the *Construction Manager* will protect the confidentiality of all proprietary and confidential information of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and confidential information which shall be, at a minimum, a reasonable standard, and, in any event, each party shall protect the confidentiality of all such proprietary and confidential information as may be required by law, including, without limitation, as may be required under the Freedom of Information and Protection of Privacy Act.

13.7.2 Notwithstanding the obligations of the *Owner* described in paragraph 13.7.1, the *Construction Manager* acknowledges that the *Owner* is subject to the Freedom of Information and Protection of Privacy Act, as amended, and may be required to release, in whole or in part, this *Contract* and any other documents or information in the *Owner's* possession or control that relate to this *Contract*."

**2. PRODUCTS – NOT USED**

**3. EXECUTION – NOT USED**

**END OF SECTION**

**CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT FOR THE  
CONSTRUCTION MANAGER REQUEST FOR PROPOSAL (CMRFP)**

This effective date of this Agreement is as of **OCTOBER 7, 2019**

**BETWEEN:**

	and	ACCLAIM HEALTH
("Proponent")		("Owner")

**PREAMBLE**

The Construction Manager Request for Proposal(CMRFP) referred to in this document is for the Dementia Care Center being constructed at 2250 Speers Rd., Oakville ON. This agreement outlines the permitted purpose of all Confidential Information related to this Project and the Owner.

**DEFINED TERMS** - In this Agreement, the following definitions shall apply:

**Agreement** means this Confidentiality Agreement for the Project Proposal.

**CMRFP** means CONSTRUCTION MANAGER REQUEST FOR PROPOSAL for the Dementia Care Center at 2250 Speers Rd., Oakville, ON.

**Confidential Information** means all information relating to the Project or the RFP for the Project (which includes, but is not limited to such things as bids, proposals, correspondence, memoranda, working papers, documentation, plans, drawings, contracts, schematics etc.) and all information relating to the nature of the Owner's business (which includes but is not limited to information regarding financials, programs, clients, personnel etc.) received directly or indirectly or acquired, either in writing or verbally, or through observation of the Project or the Owner's place of business.

**Effective Date** means the date on which this Agreement is deemed to be effective, as first written above, October 7, 2019.



**Owner** means the person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Proponent in writing, but does not include the Consultant.

**Permitted Purpose** means the purpose for which the Confidential Information is disclosed by the Owner to the Proponent and which is more clearly described as: responding to the Owner's request for proposal for the Project, and assessing the Owner's requirements.

**Permitted Recipients** means those persons who have a need to know the Confidential Information for the Permitted Purpose and who are officers, directors, employees, agents or contractors (at any level) of the Proponent or its affiliates.

**Project** means the Owner's project in relation to which it is seeking proposals for performance of work, services, materials or equipment.

**Proponent** means the Party receiving Confidential Information from the Owner regarding the CMRFP.

**Term** means this Confidentiality Agreement covers a 2 year period commencing on the Effective Date and expiring at 11:59 pm. on October 7, 2021.

## **PROTECTION - RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

The Proponent shall not disclose the Owner's Confidential Information and shall use reasonable care, which is at least the same degree of care that the Proponent ordinarily uses with respect to its own proprietary information, in relation to the use, transmittal and storage of the Owner's Confidential Information.

The Proponent shall not use the Confidential Information of the Owner for any purpose other than the Permitted Purpose.

The Proponent shall not make any copies, reproductions or abstracts of the Confidential Information of the Owner except as specifically may be required for the Permitted Purpose. All copies, reproductions and abstracts of the Confidential Information shall also be deemed to be Confidential Information of the Owner to the same extent as any originals.

The Proponent will be responsible for any breach of this Agreement.

Confidential Information shall be used and stored in secure locations that are not accessible to the personnel who are not Permitted Recipients.

Within 10 days of a written request by the Owner, the Receiving Party shall, unless otherwise precluded by any legal obligation:

- return to the Owner or destroy all of the Owner's original tangible Confidential Information, together with all tangible copies and reproductions;
- make its best efforts to delete all electronic copies of the Confidential Information received from the Owner;
- safeguard any electronic Confidential Information that cannot be destroyed due to the Owner's archiving practices or policies with the same degree of care as it would its own Confidential Information.

## REMEDIES

The Proponent accepts that the disclosure of Confidential Information, will result in legal proceedings. The Proponent shall indemnify the Owner against any loss or damage suffered by the Owner as a result of the failure of the Proponent or such other persons who have disclosed Confidential Information under this Agreement.

This Agreement has been executed by the duly authorized representatives of the Parties, as of the Effective Date.

### PROPONENT:

Company Name: \_\_\_\_\_ and

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Signature: \_\_\_\_\_

### OWNER:

ACCLAIM HEALTH

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