



Biindigen
Well-Being Centre



Project
Leaders

**Request for Proposal
Prime Consultant Services**

Biindigen Well-Being Centre

Project # 811923.01

Closing Date and Time at 2:00:00 pm EDT on May 12, 2023

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1. DEFINITIONS

Architect	means the means the firm, consortium, individual or company that enters into the OAA 600-2013 contract with the Client to provide the architectural services defined in Schedule A1 – Architect’s Services.
Architect’s Consultant	means a consultant hired, retained, employed or engaged by the Architect in its role as Prime Consultant.
Biindigen Landowner Partners	refers to De dwa da dehs nye>s Aboriginal Health Centre, Niwasa Kendaaswin Teg and Ontario Aboriginal Housing Support Services Corporation.
CHCPP	means Community Health Capital Planning Process with reference to DAHC.
Class A Estimate	means an estimate that is accurate within +/- 5%.
Class B Estimate	means an estimate that is accurate within +/- 10%.
Class C Estimate	means an estimate that is accurate within +/- 15%.
Class D Estimate	means an estimate that is accurate within +/- 20%.
Client	means De dwa da dehs nye>s Aboriginal Health Centre and Niwasa Kendaaswin Teg and Ontario Aboriginal Housing Support Services Corporation.
Client’s Consultant	means a consultant hired, retained, employed or engaged by the Client.
Closing Date and Time	is the date and time, identified in Section 4.1 Deadline for Proposals , after which Proposals will not be accepted.
Commissioning Consultant	means the person or entity engaged by the Client to perform independent commissioning management. This Client Consultant is independent of the electrical and mechanical consultants. The Commissioning Consultant shall be responsible for any activity related to commissioning as well as the confirmation that all tests performed by sub-trades, suppliers, and equipment manufacturers are conducted and documented.
Construction Contract	means a Canadian Construction Documents Committee (CCDC) Document 2 – Stipulated Price Contract (2020) between the General Contractor and one of the Biindigen Landowner Partners, including relevant documents such as tender addenda, Supplementary Conditions, drawings, Specifications, schedules, etc. (identified as the Contract in the CCDC 2 document).

Construction Documents	means the design phase that prepares all necessary construction drawings and details for all professional disciplines, suitable for tendering and submission to authorities for approval. It includes those deliverables identified in Schedule A1 – Architect’s Services. The term Construction Documents is also used to reference the final deliverables of this phase.
DAHC	means De dwa da dehs nye>s Aboriginal Health Centre.
Design Architect	means the individual hired, retained, employed or engaged by the Architect to lead the architectural services on the Project.
Design Development	means the design phase that specifies the actual form, size, character, and design details of the Project. This includes all professional disciplines and fixes the budget and construction schedule of the Project. It includes those deliverables identified in Schedule A1 – Architect’s Services.
Design Project Leader	means the individual hired, retained, employed or engaged by the Architect to provide design coordination and administration for the Project.
Design Team	means the Architect in its role as Prime Consultant, plus all Architect’s Consultants (see Part 2, Section 3 of Schedule A1).
Discipline Design Leader	means the individual hired, retained, employed or engaged by an Architect’s Consultant from one of the engineering disciplines to act as such Architect’s Consultant’s principal representatives for such engineering discipline on the Project and is responsible for such discipline’s design.
FBP	means Functional Building Program.
General Contractor	the General Contractor is the person or entity entering into a CCDC 2 Construction Contract with one of the Biindigen Landowner Partners (identified as the Contractor in the CCDC 2 document).
Niwasa	means Niwasa Kendaaswin Teg.
OAA 600-2013	means the Ontario Association of Architects Standard Form of Contract for Architect’s Services, OAA 600-2013, with Amendments to October 1, 2019 consisting of the agreement, definitions, general conditions parts 1 to 12 inclusive, and schedules.
OAHSSC	means Ontario Aboriginal Housing Support Services Corporation.
Prime Consultant	means the Architect (defined above) that hires, retains, employs or engages all the Architect’s Consultants to deliver the Project.

Project	means the total enterprise or endeavour contemplated and as described in Section 2 Project Overview, Section 3.1 – General Project Scope and elsewhere in this RFP for the Biindigen Well-Being Centre. The Biindigen Well-Being Centre as a whole may also be described as the Facility.
Project Manager	means Colliers Project Leaders Inc., the project management firm retained by the Client, or its successor.
Proponent	means an individual, consortium, company or firm that submits, or intends to submit, a Proposal.
Proposal	means Proponent’s written submission to this RFP.
RFP	means this request for proposal and, as applicable, includes the process and documentation.
Schematic Design	means the design phase that develops the form, size, character and preliminary design details of the Project and includes all professional disciplines. It includes those deliverables identified in Schedule A1 – Architect’s Services.
Similar Projects	means projects with any of the following: <ul style="list-style-type: none">• With Indigenous clients, organizations and community members• In health care settings and following CSA Standard Z317.13 (Infection control during construction, renovation and maintenance of health care facilities) and Z317.2.19 (Special requirements for heating, ventilation and air-conditioning in health care facilities)• Working with the Ontario Ministry of Health Community Health Capital Planning Process (CHCPP)• Working with the Public Health Agency of Canada capital guidelines• Working with the Ontario Ministry of Education design/approval process and Ontario Child Care and Early Years Act• Affordable housing• Multi-use site or campus model projects• Energy efficiency targets/technologies
Site	means the designated project place(s) named in the RFP documents. Site may be used in the context of any of the three (3) planned buildings that make up this Project. The use of the word “Lands” refers to the land of the collective three (3) Sites.

Specification(s)	means the written requirements and standards for products, systems, workmanship, quality, and the services necessary for the performance of the Work (identified as the Specifications in the CCDC 2 document).
Substantial Performance of the Work	Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended, as per the Ontario Construction Act, and is so certified by the Prime Consultant (identified as Substantial Performance of the Work in the CCDC 2 document).
Successful Proponent	means the individual, consortium, company or firm that has been identified as the individual, consortium, company or firm with whom the Client will initially discuss the contract arrangements based upon conditional acceptance of the Proponent's Proposal and subject to a contract being negotiated, finalized and signed.
Supplementary Conditions	means the Supplementary Conditions forming Schedule B, which modify the Ontario Association of Architects Standard Form of Contract for Architect's Services, OAA 600-2013, with Amendments to October 1, 2019.
Work	means the total construction and related services required by the Construction Contract (identified as the Work in the CCDC 2 document).

2. PROJECT OVERVIEW

This RFP is issued by Colliers Project Leaders Inc. acting on behalf of the Client. The Client is seeking to retain a Prime Consultant team for design of three new partner buildings (one building for each of the Biindigen Landowner Partners) and the design for the Lands, structures and facilities that would make up the Biindigen Well-Being Centre.

Other community partners in this Project could include, but are not limited to, McMaster University Department of Family Medicine, the City of Hamilton, NPAAMB Indigenous Youth Employment and Training, Sacajawea Non-Profit Housing, Hamilton Aboriginal Coalition, McQuesten Community Hub and the McQuesten Urban Farm (part of Niwasa's operations), etc. The Client and these community partners are coming together to address a growing need for a new and innovative Indigenous-led Well-Being Centre located within the McQuesten neighbourhood of Hamilton, ON. The Biindigen Well-Being Centre will be more than a community health centre, daycare centre and residential building, it will provide Indigenous individuals and families and the McQuesten neighbourhood with a new community centre that integrates physical and mental health, cultural and social well-being, family supports, housing services, and other social supports in one hub, becoming a potential model for future integrated health care based on reconciliation. "Biindigen" is an Anishinaabe word that means "welcome" or "come in."

The Biindigen Well-Being Centre will be located on the traditional territories of the Erie, Neutral, Huron-Wendat, Haudenosaunee and Mississaugas, and the traditional territory and treaty lands of the Mississaugas of the Credit First Nation. This land is covered by the Dish With One Spoon Wampum Belt Covenant, which was an agreement between the Haudenosaunee and Anishinaabek to share and care for the resources around the Great Lakes.

2.1 About the Biindigen Landowner Partners

2.1.1 De dwa da dehs nye>s Aboriginal Health Centre

DAHC believes itself to be the place of "first choice and last hope for Indigenous peoples" living within the communities we serve. For 25 years, DAHC has been successfully providing culturally safe programs and services that are relationship based, welcoming and client directed. DAHC, one of 10 (ten) Aboriginal Health Access Centres in Ontario, prides itself in living its name of "taking care of each other amongst ourselves". DAHC is the only urban Indigenous organization in the Brant/Brantford, Greater Hamilton and Niagara areas providing a blend of western and Indigenous traditional medicine.

DAHC provides Primary Care and Health Promotions programs in the urban centres of Brantford and Hamilton that are well-attended and currently have wait lists. We provide services to all age demographics.

DAHC's current Strategic Plan was scheduled to end March 31, 2022; however, the Board of Directors approved a motion to extend the current Strategic Plan for an additional year. Due to the COVID-19 Pandemic, the focus of the organization has been on providing culturally safe care. It is anticipated that the Board will support the extension of the current Strategic Plan for the 2022-23 fiscal year. This will facilitate a fulsome Strategic Planning process including staff and community/ stakeholder engagement.

DAHC offers programs and services in Brant/Brantford, Greater Hamilton Area, and the Niagara Region. Our sites offer a full range of programs and services, including Primary Care, Mental Health and Addictions, Cultural Wellness and Outreach and Healthy Living

Programs. The Healthy Living programming is currently being offered virtually due to the COVID-19 pandemic and is open to residents of Niagara.

Vision: Vibrant, healthy Indigenous Communities

Mission: Improving the health and well-being of Indigenous individuals, families, and communities through wholistic Indigenous, Traditional and Western health care.

Values – Seven Grandfather Teachings of:

- Truth
- Love
- Respect
- Courage
- Honesty
- Humility
- Wisdom

DAHC has been providing excellent care since 1998. Unfortunately, its current facility, in Hamilton, has not met community need for years. It is severely outdated and undersized and is not accessible to all who require its services. Unoptimized programs and services contribute to growing wait lists and inequitable access to care and program participation.

The Biindigen Well-Being Centre will provide DAHC with the space – and quality of space – required to provide appropriate and accessible care and to deliver programs, appropriately sized, to meet the cultural, social, and recreational needs of the community. In recognition of the demand for and limited resources of Indigenous Elders and Wisdom Keepers, DAHC strives to provide an apprenticeship program for those on the path to becoming Elders and Wisdom Keepers. DAHC provides a unique way of delivering care, where culture and values are at the core, and it is absolutely essential for the health of Indigenous people in Hamilton that DAHC continues to have appropriate capacity to provide its health, cultural, social, and recreational services.

As part of DAHC's capital project, the Primary Care clinic will be a shared teaching and learning space in both traditional and non-traditional medicine for the entire community. McMaster University's Department of Family Medicine will invest in a third primary care teaching unit within the Biindigen Well-Being Centre, and it sees the opportunity to teach future physicians and other health professional learners directly in a setting focused on improving the understanding of health challenges specific to the McQuesten neighbourhood, with a particular emphasis on the urban Indigenous population.

Co-locating a health clinic for the non-Indigenous community with DAHC's health clinic for the Indigenous community will offer students immersion in an unparalleled learning environment that features dynamic and evolving collaboration between Indigenous and non-Indigenous primary care services. Importantly, it will finally allow for a longitudinal curriculum in Indigenous health that is immersive (two years) and impactful. Adding a scholarship lens to the Biindigen Well-Being Centre will accommodate student needs, teach future providers culturally safe care, and provide research, evidence and learning for future growth in this vital area of learning.

2.1.2 Niwasa Kendaaswin Teg

Niwasa is a not-for-profit, multi-service charitable Indigenous organization that provides services that are rooted in the Indigenous culture, language, and traditional knowledge. Niwasa provides a wide range of intervention and preventions programs across the life cycle for the Indigenous community in Hamilton. Niwasa currently offer its programs at the former St. Helen Elementary School site in partnership with the McQuesten Community Planning Team and it partners with the DAHC to provide integrated care such as health promotion, early and fetal alcohol spectrum disorders child nutrition programming and information.

Vision: To provide high quality and wholistic supports in a space that fosters Indigenous identity formation and a sense of belonging across the life cycle. The 13 moons and the 4 seasons are the foundation for Indigenous pedagogy that is embedded in all program areas.

Mission: To provide services and supports in safe spaces for Indigenous people across the life cycle that are rooted in culture and language.

Niwasa began its journey as an organization with the Aboriginal Head Start Program in 1997, after being chosen as one of the delivery locations, and a steering committee comprised of Indigenous parents, community members and Indigenous organizations began to develop a plan to operationalize the project. In 1998, Niwasa Head Start opened its doors to families with two classrooms that embedded the Mohawk and Ojibwe language and cultures. In 1999, Niwasa Head Start Preschool became incorporated.

In 2003, Niwasa began a partnership with the Hamilton Wentworth District School Board to deliver the Native Youth Advancement with Education Hamilton (NYAWEH) program. The NYAWEH program would be located in secondary schools and provide social, cultural and academic support to students to improve credit accumulation, graduation rates and access to post secondary education. The project was so successful that it expanded to 4 public schools and 1 Catholic secondary school in Hamilton.

In 2006, Hamilton was chosen as a Best Start Demonstration site, expanding services to include a full day Indigenous licensed child care program. At the same time, Niwasa opened child and family centres in two locations, one in a local recreation centre in central Hamilton and the second in the McQuesten neighbourhood and began to provide culture and language outreach services across Hamilton. These services have expanded to include adult Mohawk and Ojibwe language classes and Intergenerational Indigenous Cooking Kitchen.

In 2015 NYAWEH was expanded to elementary schools, engaging students in grades 6-8 with a wholistic programming within an inclusive Indigenous educational framework that supports transition to secondary school and explores pathways to post secondary education. In 2016, Niwasa also began an Indigenous life skill project that focuses on homelessness prevention.

In 2018, Niwasa expanded services to nearly double the organization's capacity to deliver service due to the demand. Expansion included licensed infant, toddler child care, cultural safety and awareness outreach program and development of an Indigenous language app. In 2019, the food bank began operation at the Biindigen hub, and a youth drop-in program began to be offered. The McQuesten Urban Farm also operates from the Niwasa site.

2.1.3 Ontario Aboriginal Housing Support Services Corporation

OAHSSC is the largest Indigenous housing provider in Canada. OAHSSC property manages over 3,300 homes across Ontario and services approximately 11,000 people every single day. OAHSSC administers 70 million dollars in funding annually.

Ontario Aboriginal Housing Support Services Corporation was incorporated on September 1, 1994. Today, the Member Directors consist of representatives from the three largest off-reserve Indigenous organizations, the Ontario Federation of Indian Friendship Centres (OFIFC), the Ontario Native Women's Association (ONWA) and the Métis Nation of Ontario (MNO).

Mandate: To create safe, affordable housing.

Our goal is to create homes.

Vision: To lead the design, development and delivery of a sustainable and culturally appropriate continuum of housing that promotes excellence in community and organizational infrastructure.

Strategic Goals:

OAHSSC Strategic Plan consists of a limited number of 'goals' developed under the direction of the Board of Directors with full consideration of values and real perceived barriers and opportunities.

Each goal is supported by an internal strategy that describes (at a high level) how the goal will be achieved and the measures used to track progress to completion.

As OAHSSC builds on successes and plans for continued growth and development, we recognize and value the leadership, effective relationships and hard work that give foundation to the Strategic Plan and place us in a position to capitalize on future opportunities.

The graphic displays four strategic goals in a row, each with a red icon and a corresponding description. The goals are: Goal 1 (house icon), Goal 2 (money icon), Goal 3 (feather icon), and Goal 4 (people icon).

Goal 1	Goal 2	Goal 3	Goal 4
Establish policy based on community need for long-term development and delivery of urban and rural housing and related services.	Achieve economic self-sufficiency.	Address gaps and ensure culturally appropriate, responsible integration of services within the housing continuum.	Ensure excellence in the provision of housing to the Indigenous community.

2.2 Project Background

The Biindigen Landowner Partners, along with other partners and community organizations, have identified a considerable need within the Hamilton area for increased and modernized spaces for Indigenous members of the community to receive primary care, mental health services, and other community care-based programming.

Realizing the opportunity to do more — and better — through collaboration, this circle of established partners has come together with a shared goal to establish a new and innovative Indigenous-led Well-Being centre in the McQuesten neighbourhood of Hamilton, Ontario. This new community centre of integrated health, family, social and housing services and supports will operate under the name Biindigen Well-Being Centre.

The Project background and vision are further described in the video at the following link (<https://youtu.be/b-oMrgrd2pU>); however, Proponents are advised that the scope of the Project has been reduced to fit accessible funding, as described throughout this RFP.

Touchstone Values shared by the Biindigen Landowner Partners:

- We honour Indigenous knowledge systems
- We promote Indigenous health in Indigenous hands
- We respect that culture is treatment
- We create respectful relationships
- We endorse community-based approaches to healing and well-being
- We value and support staff throughout our network
- We are open to learn from each other
- We establish and promote safe spaces
- We laugh together

The way we agree to work together for the next seven generations:

Grandfather's – Anishnaabemowin

TWAA-NIIZHWAASWI-G'MISHOOMISINAAN, KINIINAAGEWINAN

Sacred 7 Grandfather Teachings

1. To Cherish Knowledge is to Know Wisdom: NIBWAAKAAWIN
*ZAAGTOON, KENDAMOWIN, AAWAN, NBWAAKAAWIN
2. To Know Love is to Know Peace: ZAAGI'IDIWIN
*WIKENDAMOWIN, ZAAGIDWIN, GA KENDAAN BEKAADIZIWIN
3. To Honour All of Creation is to Have Respect: MINAADENDAMOWIN
*NINAAJETOOWIN, MAADIKIIM'MGAK, *MNAADENIWIN
4. To Face Life with Courage is to Know Bravery: *MOOKEDAADMAN
MAADIZIWIN, SHKIDMAAZOWIN, GAKENDAANMAAJUDEWIN*AKODE'EWIN
5. To Walk through Life with Integrity is to Know Honesty – GWAYAKWAADIZIWIN
*MASEYIN, JI, MAADIZIWIN, CHI, TWAAWIN, GA KENDAAN,
*GWEKWAADZIWIN
6. Humility is to Know Yourself as a Sacred Part of Creation – DABAADENDIZIWIN
*DBASENDIWIN KENDAADSIIYIN, KIIN GCHI, TWAAWIN, MAADKIM'MIGAAG
7. Truth is to Know All of These Things: *DEBWEWIN, WII, KENDAMAN, AKINA,
NENDA – DEBEWIN

Great Law – Mohawk

1. Taking Care of Our Own: Satennikon:ra Ren Onkwa:wen
2. Compassion and Kindness: Onkwàtenniten:ro

3. Respecting One Another: Onkwa'tenniten Rosera (act of caring for one another)
4. Working Together: Te Tewa Teri Wakwen Yen Hsthak (let all our business be connected – let it be that way)
5. Assisting One Another: Tetewayenwakontye (we are all attached)
6. Self-Reflection on Our Actions: Enhsatkenhse (like looking at yourself in water – “self in a mirror”)
7. Taking Responsibility: Karihwayentahkwen: (it has been set on you – a role)
8. Encouragement: Kahre Tysa Ronh Sera
9. Strength/Supportive to One Another: Ka' Shat Stenh Sera (strength/energy that we all have; we cannot see it, but we feel it)
10. Honest & Moral Conduct: Ka' Nikonh Ra To ken (proper mind)
11. Being Truthful: Yorihwato:ken (truthful/consistent)
12. Peaceful Thoughts: Sken:nen (peace and tranquility)

*SKEN:NEN (PEACE) KASHATSTENHSERA (POWER ENERGY) KANIKONHRI:IO (GOOD MIND)

*ALL 3 = KAIANERASERA'KÓ:WA (OUR GREAT LAW OF PEACE – THE GREAT LOVING WAY) - WORDS AND TEACHINGS FOUND WITHIN THE GREAT LAW OF PEACE

The Biindigen Well-Being Centre will provide care to all and be informed by meaningful integration of Indigenous and non-Indigenous approaches to health and well-being. The Indigenous-led primary care facility (DAHC) will offer a blended approach of western and tradition Indigenous approaches to medicine and healthcare. The integration of a McMaster University Department of Family Medicine teaching unit will also promote a lively academic centre of shared immersion in best practice care, learning and research in Indigenous and non-Indigenous health and well-being. An array of other Indigenous and non-Indigenous organizations are active supporters intending to lend their programs and networks to making the Biindigen Well-Being Centre a true and comprehensive hub of health and social supports and services. Each partner has come to this circle to increase meaningful access to culturally relevant programs and services for Indigenous people in Hamilton.

The concept of co-location provides the opportunity for partners to work within a client-centred continuum of Indigenous and non-Indigenous service providers to meet the needs of the community, informing and enriching each others' practices while uniquely meeting the needs of the community. In this way, all services and programs of the Centre will be informed by meaningful integration of Indigenous and non-Indigenous approaches to health and well-being.

As a model of true and impactful reconciliation, the Centre will also serve the diverse health needs of all residents and families in the McQuesten neighbourhood – Indigenous or non-Indigenous, racialized and/or marginalized, impoverished, underserved, etc. This hub of integrated services will expand opportunities for service, community activities and reduced isolation. The Biindigen Well-Being Centre will ensure high quality care in a culturally safe and respectful environment and will address significant and growing gaps in care, bringing care and services into the community and helping to alleviate pressures on hospitals.

2.3 Project Approach

At this stage of the Project, the Biindigen Landowner Partners require the services of a qualified Prime Consultant team to review background information, revise the existing functional program and conceptual designs, and finalize the detailed design for three (3) separate buildings (one building for each of the Biindigen Landowner Partners), as well as shared spaces, comprising the Biindigen Well-Being Centre. At this time the Client has had conceptual plans developed for the site; these concepts were developed in the lens of having full funding for all desired services and building spaces included. The expectation for this Project is that the previous functional program and conceptual plans be altered to fit the available construction budget for each of the three (3) buildings, located on three (3) individual Sites within the Lands.

The design scope of work for the overall Lands, each Site and building and any shared spaces will be advanced together to allow for coordination, collaboration and efficiency of the design. The scope and budget of each building/organization will be evaluated by the Client near the completion of each design phase and before approval is given to proceed to the next phase. The approach to tendering and construction of each building is based on approved funding for each organization and requires phasing. Therefore, the current intention is for the Project to proceed in four (4) stages:

1. Demolition – to be completed with an advance Construction Contract between DAHC and a General Contractor, with the goal of beginning in late 2023.
2. Design – to be completed in parallel for the Lands and each of the Sites/buildings, with final Construction Documents produced for:
 - The primary development of DAHC Phase 1, Niwasa and OAHSSC, arranged as a single tender but with individual Construction Contracts established between each of the Biindigen Landowner Partners and the General Contractor – i.e., three (3) Construction Contracts.
 - The secondary development of DAHC Phase 2, arranged as a separate tender and construction phase at a later date, but resulting in one contiguous facility once constructed.
3. Primary Development:
 - Tender – to be completed as a single tender process for one (1) General Contractor, with bid pricing structure arranged to accommodate the individual Construction Contracts referenced above (e.g., separate prices).
 - Construction – to be completed in parallel for the Lands (site development) and the DAHC Phase 1, Niwasa and OAHSSC Sites/buildings, but with individual Construction Contracts referenced above.
4. Secondary Development:
 - Tender – to be completed as a separate tender process, separate from and later than the primary development, for a General Contractor.
 - Construction – DAHC Phase 2 to be completed as an addition to the DAHC Phase 1 building that results in one contiguous facility.

2.4 Design Goals

The high-level, shared design goals identified by the Biindigen Landowner Partners include the following:

- a) A culturally safe centre where Indigenous people can access coordinated services for their family in one location.
- b) Collaborative and integrated Indigenous and non-Indigenous primary care services within the DAHC building, providing a shared teaching and learning space in both traditional and non-traditional medicine for the entire community.
- c) A sustainable campus that respects the land, plans for at least seven generations and incorporates sustainable technologies, minimizing Biindigen's ecological footprint on the property, the land and the earth.
- d) Spaces that maintain reconciliation top of mind: bringing people and cultures together, respecting each other's distinct as well as shared health and social needs and growing a shared understanding of how to improve health and well-being.
- e) Spaces that support the practice of Indigenous culture, language, beliefs, ceremonies and traditions (indoor and outdoor), and that support intergenerational learning and community connectedness.
- f) Though three (3) separate buildings will be a constructed, a truly integrated Facility with shared facilities and services and operational efficiencies such as shared administration, infrastructure, meeting spaces and other back-office integration opportunities (or within buildings, as necessary).
- g) Maximization of green space and land-based elements, including continued operation of part of the McQuesten Urban Farm during design and construction (though it is noted that green roofs/rooftop gardens are no longer intended).
- h) Optimization of Lands and site design including building/program placement and orientation, shared services and amenities, traffic and pedestrian flow, etc. – maximizing construction and operational integration and efficiency, while also maintaining safety and security.
- i) Incorporation of energy efficiency targets and technologies, exploring Passive House, Net-Zero Energy/Carbon (or Net-Zero Ready), other energy targets, on-site power generation, etc. (At a minimum, Biindigen expects to achieve National Energy Code of Canada for Buildings targets and a 26% reduction in greenhouse gas emissions compared to the Ontario Building Code).
- j) Early design and implementation of existing building demolition and site remediation (beginning in late 2023), as this is a condition of the agreement(s) of purchase and sale and land transfer with the City of Hamilton.

3. PROJECT INFORMATION

3.1 General Project Scope

The Project will be located at 785 Britannia Avenue in Hamilton, ON (as well as 390 Melvin Avenue – see below). The Britannia property currently contains a former elementary school, out of which Niwasa, the McQuesten Urban Farm and the McQuesten Community/ Neighbourhood Hub currently operate (including the local food bank). This property is currently approximately 3.8 acres in size and the surrounding areas are primarily residential.

The McQuesten Urban Farm currently operates from the property with the civic address 390 Melvin Avenue, extending north-south along the east side of the 785 Britannia Avenue property (and further to the south-east). Approximately 2 acres of this 390 Melvin Avenue parcel will be transferred from the City of Hamilton to the Biindigen Landowner Partners, bringing the total Lands available for development to 5.8 acres. However, this 2 acre portion of the site should be reviewed and used for development in a carefully considered way, to have the least impact on the farm and Niwasa's operations due to a well-established soil base, watering system, etc.

Currently, a City of Hamilton multi-use path (St. Helen's Walkway) extends along the northwest side of the property, connecting Melvin Avenue to MacLaren and Britannia Avenues and will remain unchanged and managed by the City.

The overall Lands as described above will be allocated and maintained as three (3) separate property parcels and ownerships (one for each of the Biindigen Landowner Partners) through agreement(s) of purchase and sale and land transfer with the City of Hamilton, as well as the municipal Consent process. However, the overall Lands, site plan, site features, landscaping, circulation and esthetics are to be designed as one continuous site and Facility, presenting the Biindigen Well-Being Centre as a singular, integrated community hub, in accordance with the *City of Hamilton Comprehensive Zoning By-Law No. 05-200*.

The Biindigen Landowner Partners and Steering Committee, as well as Client Consultants retained to date, have undergone preliminary consultations with the City of Hamilton and are in the early planning stages for the following municipal approvals:

- Official Plan Amendment, as the Lands are currently designated "Neighbourhoods" per *Urban Hamilton Official Plan*
- Zoning By-Law Amendment, as a majority of the Lands are currently zoned "Neighbourhood Institutional (I1) Zone" per the *City of Hamilton Comprehensive Zoning By-Law No. 05-200*
- Municipal Consent for land severance and possible rights-of-way (servicing, access, other)

Site Plan Approval is expected to be one (1) blanket process for the Lands as a whole. Three (3) individual building permits are anticipated to be required for the Site buildings.

The Client's planning consultant and the City of Hamilton will lead the municipal approvals processes, and the Prime Consultant will be required to prepare design and supporting studies/documents in support of each application (see Schedule A1 – Architect's Services).

It is noted that this Project will require significant alignment and coordination of design work, as there will be individual design processes for each of the three (3) primary buildings, as well as coordinated design of the overall Lands and site features. The Prime Consultant is expected to provide resources and a work plan that will achieve this. In addition, design work will be conducted in parallel with the multiple municipal approval processes.

The scope of the Project is broken down as follows:

3.1.1 Existing Building Demolition

- a) Hazardous materials abatement, demolition of the existing former school building (a one and two storey building with a footprint of approximately 30,000 sq. ft.), site remediation and backfilling/site grading. A hazardous materials/designated substances survey, preparation of abatement specifications, abatement oversight and remediation oversight will be completed by the Client's environmental consultant, in coordination with the Prime Consultant.

3.1.2 General and Shared Components

- a) Site servicing and utility connections, including water, sewer, storm, gas, hydro, cable, fibre, etc., – anticipated to be separate for each of the three (3) buildings. This is due to the separate property parcels described above, as well as for operations and maintenance. However, the Prime Consultant will be expected to help determine the preferred servicing strategy(ies) that will be most suitable and economical for the Lands and Site buildings, in conjunction with municipal approvals, and to allocate an appropriate scope/cost to each Construction Contract within the Construction Documents and tender package.
 - a. E.g., for water servicing: approach may be one (1) primary service line from existing mains with three (3) secondary building connections, or three (3) primary service lines from existing mains for each individual building/Site based on frontage, or other approach. Mapping of existing water and wastewater servicing surrounding the Lands has been provided, but more detail can be found at: <https://open.hamilton.ca/>
- b) Shared amenities and connecting spaces among the three (3) primary buildings such as:
 - a. Covered exterior lobby
 - b. Seating areas
 - c. Walkways
 - d. Wayfinding and signage
 - e. Lighting and security
 - f. Fencing
 - g. Parking
 - h. Access roads and pick-up/drop-off areas
 - i. Emergency services

- j. Waste management (though health care or hazardous waste may need to be handled/stored separately within the overall spaces)
- c) Shared and dedicated outdoor spaces such as:
 - a. Cultural and ceremonial spaces (arbor, sweat lodge, gathering circle, fire pit, animal processing, medicine drying)
 - b. Program space
 - c. Outdoor eating and general play areas
 - d. Gardens (including medicinal, therapeutic, program or community gardens)
- d) Parking and road access requirements and options to be determined during (re)programming phase and in conjunction with Ontario Building Code, City of Hamilton Zoning By-Law Amendment, Site Plan Control and Consent processes (as well as funder requirements/limitations). However, it is expected that road access will be via Britannia Avenue/Oriole Crescent and Melvin Avenue.
- e) It is noted that while each of the three (3) property parcels is anticipated to require frontage onto a municipal road, the Biindigen Landowner Partners are intending to negotiate reduced (or eliminated) setbacks along the property lines shared among the partners, and to request easements or rights-of-way that allow for shared road access, as the design and municipal approvals processes progress.
- f) Operation of part of the McQuesten Urban Farm, currently along the east side of the 785 Britannia Avenue property, must be maintained during design and construction. Opportunities to expand the farming operations or incorporate food growing across the broader Lands will also be prioritized. Note that the Niwasa building will need to be in closest proximity to the farm operations and likely on the south-east portion of the Lands (differing from the concept designs provided).
- g) **Significant coordination and communication among the Biindigen Landowner Partners, with the City of Hamilton, with the Client's Consultants (e.g., planning, environmental), with utility providers, with other partners and with community organizations and the public is expected, as well as coordination and integration of all buildings, services and site features across the Lands.**

3.1.3 DAHC

- a) DAHC redevelopment of approximately 34,000 sq. ft. (gross, ideally over two storeys) inclusive of spaces to be funded by McMaster University Department of Family Medicine. Spaces will include:
 - a. Primary care and clinical spaces (exam rooms/offices) for physicians, nurse practitioners, registered nurses, registered practical nurses, phlebotomy, medical students, medical administration, fetal alcohol spectrum disorder specialists, other specialists; plus, clinical support spaces (clean/soiled utility, medication, waiting, waste, records, etc.).
 - b. Exam rooms/offices for speciality providers (physiotherapy, footcare, dietitian, kinesiology, diabetes education).
 - c. Office spaces, group rooms, a demonstration kitchen and traditional healing spaces for cultural/ceremonial programs and activities, healthy living programs,

- housing services, wellness services, social work and community support, advocacy and outreach.
- d. Counselling rooms/offices for mental health services (case management, psychiatry, counselling, child and youth, peer support).
 - e. General administrative and leadership meeting and office spaces, plus hotelling and administrative support spaces.
 - f. General staff, client and building support services (e.g., washrooms, staff room, laundry, resource/quiet rooms, service spaces).
 - g. A pharmacy, though not currently planned, may be included.
- b) The DAHC redevelopment will be split into two (2) separate phases for tender and construction, approximately 19,000 sq.ft. in Phase 1 and 15,000 sq.ft. added in Phase 2, with the final development being one contiguous facility. However, the current intent is to complete design in a single phase.
 - c) The Ontario Ministry of Health will be closely involved in review and approvals for the DAHC redevelopment, per the Community Health Capital Planning Process.
 - d) DAHC currently owns and stores four (4) vehicles and a mobile clinic which much be accommodated in a more secure parking area, while also allowing for future growth.
 - e) The building must be able to provide speciality groups or visits (e.g., cancer bus) with temporary hook-ups and reasonable shelter (for visitors/patients to access).
 - f) There is potential for a gymnasium or larger meeting/event space to be incorporated (separate from the gymnasium in the Niwasa building) which can be explored as the programming and design work commence/progress.

3.1.4 Niwasa

- a) Niwasa redevelopment of approximately 23,000 sq. ft. (gross, ideally over two stories) to accommodate programs and a minimum of 55 part and full-time staff including:
 - a. Child care centre of approximately 8,000 sq ft. including infant care (10 Ontario Ministry of Education licensed spots), toddler care (15 licensed spots) and pre-school care (24 licensed spots). Designated spaces per age group include activity rooms, washrooms, coat areas, storage and prep/sleep area (infant only). Other spaces include laundry, kitchen/pantry, washrooms, staff room, office and reception/vestibule.
 - b. EarlyON child and family centre of approximately 4,000 sq. ft. including play/multipurpose room, meeting room, computer resource room, family consultation/resource room, Elder's room, interprofessional offices/spaces, servery, staff room/lounge, washrooms, laundry, storage and vestibule/lobby.
 - c. Aboriginal Head Start program requiring approximately 6,000 sq. ft. including two (2) pre-school rooms (24 Ontario Ministry of Education licensed spots each), kitchen, general program space, meeting/family conference rooms, offices, laundry, washrooms, coat closets, storage and reception.
 - d. Dedicated or shared office and community program spaces including local food bank, food storage, gymnasium, youth space, Elder's/community space,

teaching kitchen and spaces for McQuesten Urban Farm (total of approximately 5,000 sq. ft.).

- b) It is anticipated that spaces such as some meeting rooms, some multipurpose rooms, kitchens, laundry, administrative and leadership offices, staff spaces, Elder/youth/community spaces, some washrooms and service spaces can be integrated and shared among the various spaces and programs, which has been factored into the area approximations provided.
- c) Per the Child Care and Early Years Act 2014, Niwasa will require a dedicated, fenced outdoor play yard of a minimum area, with areas for different age groups.
- d) Niwasa and the organizations in this building will own and store a minimum of five (5) vehicles and a utility truck for food pick-up (requiring a loading area) which much be accommodated.
- e) The Ontario Ministry of Education will be involved in review and approvals for the licensed child care spaces.
- f) Niwasa will continue to operate the McQuesten urban farm, and the revised area and operations will need to consider water/power sources required and potential outbuildings.

3.1.5 OAHSSC

- a) OAHSSC affordable, multi-storey housing development of approximately 76,000 sq. ft., consisting of:
 - a. 41 – 1-bedroom units at 600 sq. ft. each
 - b. 42 – 2-bedroom units at 850 sq. ft. each
 - c. 17 – 3-bedroom units at 950 sq. ft. each
 - d. Units to include for refrigerators and ranges in kitchens
 - e. A minimum of 21% of units must be fully accessible
 - f. A minimum of 26% reduction in operating energy and consumption and green house gas emissions (compared to Ontario Building Code)
- b) Main floor lobby and common areas of approximately 10,000 sq. ft. (total) consisting of:
 - a. Residential building common and service areas, including loading dock
 - b. Shared laundry facilities
 - c. Potential commercial or retail space (e.g., café)
 - d. Offices and program space, including spaces for organizations such as NPAAMB Indigenous Youth Employment and Training, Sacajawea Non-Profit Housing, Hamilton Aboriginal Coalition, McQuesten Community Hub, etc.
- c) Building total of approximately 86,000 sq. ft. (gross).

3.2 Project Budget

- a) The construction budget is confidential at this time and will be shared with the Successful Proponent. The Prime Consultant's fee will be defined as a fixed fee.

- b) The Proponent shall obtain written agreement from all Architect's Consultants they will ensure compliance by their partners, agents and employees, to maintain strict confidentiality with regard to all budget and cost information received.
- c) The construction budget will be verified at the Schematic Design submission stage and will be reviewed and monitored at each subsequent design submission.
- d) Adherence to the construction budget is critical. The Client will obtain independent cost estimates to validate that the design is on track to be completed within the budget before acceptance of the updated concept design, Schematic Design, Design Development and 90% Construction Documents.

3.2.1 Cost Estimates

The Client will engage an independent cost consultant to provide the following cost estimates:

Phase	Estimate Class
Updated Concept Design / Functional Program	Class D
Schematic Design / MOH Block Schematics	Class C
Design Development / MOH Sketch Plans	Class B
90% Construction Documents	Class A

3.3 Documents Provided

- a) The following documents will be provided by the Client once a Proponent has signed and submitted **Schedule D – Intent to Propose Form and Confidentiality Agreement** by the date and time specified on Schedule D.
 - a. Conceptual Plan Communication Material (2020)
 - b. Original Conceptual Drawings/Renderings
 - c. Geotechnical Report (2021)
 - d. Legal and Topographic Survey (mark-up) (2021)
 - e. City of Hamilton Existing Water and Wastewater Servicing Mapping (mark-up) (2023)
- b) The following additional documents to be made available to the Successful Proponent once the agreement is finalized.
 - a. Ministry of Health Approved Toolkit (2021)
 - b. Original Functional Program (2021) (to be revised)
 - c. Phase I Environmental Site Assessment Report (2021)
 - d. Phase II Environmental Site Assessment Report (2021)

3.4 Project Schedule

Adherence to the Project schedule is essential. The Prime Consultant will develop a detailed schedule for the design work, identifying Project activities including required meetings with the Project Manager and the Client. That schedule must meet the requirements of the following high-level milestones.

Milestone	Date Completed
Demolition:	
Demolition Permit Issued	September 1, 2023
Drawings and Specifications Complete	September 15, 2023
Issue Tender	October 1, 2023
Tender Closing and Award	October 31, 2023
Abatement and Demolition Begin	November 1, 2023
Abatement and Demolition Complete	February 29, 2024
Remediation Complete	April 30, 2024
Primary Development:	
Updated Functional Program and Concept Design Complete	September 30, 2023
Official Plan and Zoning By-Law Amendment Applications Supporting Documents Submitted	December 31, 2023
Schematic Design Complete, MOH Stage 3.1 Block Schematic Report and MOE Approval in Principle Submissions	January 31, 2024
Site Plan Application Supporting Documents Submitted	April 30, 2024
Design Development Complete & MOH Stage 3.2 Sketch Plan Report Submission	May 31, 2024
50% Construction Documents Complete	August 31, 2024
90% Construction Documents Complete	December 31, 2024
MOH Stage 3.3 Approval to Tender Submission	December 31, 2024
100% Construction Documents / Tender Package Complete	January 31, 2025
Issue Tender	February 2025
Tender Closing	March 2025
MOH Stage 3.4 Approval to Award Submission	March 31, 2025
Tender Award and Construction Contracts Signing	April 2025
Contractor Mobilization	April 2025
Substantial Performance	March 31, 2027
Total Completion of Construction	May 31, 2027
Secondary Development (anticipated):	
MOH Stage 3.3 Approval to Tender Received	December 31, 2026
100% Construction Documents / Tender Package Complete	March 31, 2027
Issue Tender	April 2027
Tender Closing	May 2027
MOH Stage 3.4 Approval to Award Submission	May 31, 2027
Tender Award and Construction Contract Signing	June 2027
Contractor Mobilization	June 2027
Substantial Performance	May 31, 2028

Milestone	Date Completed
Total Completion of Construction	June 30, 2028

3.5 Project Team

3.5.1 Architect / Prime Consultant

- a) The Architect will be the Prime Consultant and will be responsible for designing and monitoring the construction of the Project and leading the design team. The design team will be organized by the Prime Consultant. The Prime Consultant will advise on the evaluation and selection of other specialty consultants if required and will be responsible for managing and coordinating them in the design phase and throughout the Project as required.
- b) Full details of the Prime Consultant's services are provided in Schedule A1 – Architect's Services. In summary, the Prime Consultant shall be responsible for the design of the Project from functional programming through to tender documents, supporting the tendering and monitoring construction through substantial performance, total completion and the warranty phase. The scope of work includes demolition, site development, base building and interior design (including space planning), interior partition layout, coordination of all building services necessary to support the installation of furniture and equipment, selection of interior materials, finishes and colours, and associated field review during construction.
- c) The Prime Consultant shall coordinate the base building design with the Client's specialty components design and incorporate requirements for flexible infrastructure to accommodate ongoing changes to the specialty components installations. The Prime Consultant will not be responsible for design, procurement and installation of the Client's specialty components – these are the responsibility of the Client's specialty consultants.

3.5.2 Design Project Leader

- a) The Prime Consultant will designate a Design Project Leader as the Prime Consultant's principal representative for the Project who shall not be changed without the prior written consent of the Client. As defined in Schedule A1 – Architect's Services, the Design Project Leader shall be responsible for managing the Prime Consultant and the Architect's Consultants to deliver all required services to the Project and shall lead the delivery of services throughout the Project.
- b) The Prime Consultant shall manage and coordinate the input of the Client's Consultants for the Project.

3.5.3 Consultants

- a) The successful Prime Consultant will be responsible to retain, and co-ordinate all required Architect's Consultants. All documents by Architect's Consultants shall bear the signature and seal of an individual in good standing with the appropriate professional association. The Prime Consultant shall be liable in contract for willful misconduct, breaches, acts, errors and omissions of all Architect's Consultants and is expected to require its Architect's Consultants to be liable to it in contract terms.

- b) The anticipated requirements for Architect's Consultants include but are not limited to those listed in the following table which shall be inserted at Article A10 of the contract.

Project Team	
Architect's Consultants (Retained by the Prime Consultant)	Client's Consultants (Retained by Client)
Acoustic and Vibration	Project Manager
Structural Engineer	Planning – T. Johns Consulting
Mechanical Engineer	Geotechnical – MTE Consultants
Fire Protection	Environmental – MTE Consultants
Electrical Engineer	Surveyor – MTE Ontario Land Surveyors
Lighting	Cost Consultant
IT, Audio-Visual and Security	Commissioning Consultant
Civil Engineer	Infection Prevention and Control
Sustainability/Energy	OH&S and Accessibility
Landscape Architect, including Arborist	Traffic
Hardware	Move Planning
Interior Design	Cultural Heritage / Archaeologist (if required)
Wayfinding and Signage	
Building Code	
Furniture, Fixtures and Equipment (FF&E)	

- c) The Architect's Consultants provided by the Prime Consultant, listed in the table above, do not need to be independent. If the Prime Consultant believes it has the required in-house expertise to address any consultant discipline indicated in the table above, these services may be provided by the Prime Consultant and indicated as such.

3.5.4 Discipline Design Leaders

- a) The Prime Consultant shall name Discipline Design Leaders for each of the following sub-consulting disciplines:
- a. Structural Engineering
 - b. Mechanical Engineering
 - c. Electrical Engineering
 - d. Civil Engineering
- b) As defined in Schedule A1 – Architect's Services, the Discipline Design Leaders shall be responsible for managing the delivery of design services for their respective sub-consulting disciplines throughout the Project and shall not be changed without prior written approval of the Client.

3.6 Construction Delivery

This Project will be delivered using a Design, Bid, Build approach using a CCDC 2 Stipulated Sum form of contract.

3.7 Available Studies

The following studies have been prepared and will be made available to the Successful Proponent.

3.7.1 Soil and Groundwater Conditions

A geotechnical engineer was engaged for the purpose of assessing the soils and ground-water conditions for the related design-build Project and for the potential future phases.

3.7.2 Site Survey

The Client engaged a land surveyor to confirm the property boundaries, topography and major site features and utility locations to support this Project.

3.7.3 Phase I and II Environmental Site Assessment

The Client has conducted Phase I and II Environmental Site Assessments that have revealed shale bedrock was encountered below the clayey silt at depths between 1.5m and 2.7m. Additionally, fill containing concrete fragments and a hydrocarbon odour were found on-site.

3.7.4 Designated Substances Survey

The Client will obtain a pre-demolition designated substances survey for the existing school building to inform the abatement and demolition design and specifications.

3.8 Independent Commissioning Consultant

- a) The Client will retain an independent Commissioning Consultant to manage and administer the Project commissioning process from pre-design to building occupancy. The Prime Consultant shall cooperate with the Commissioning Consultant and shall coordinate the Construction Documents to incorporate the Commissioning Consultant's requirements into the Project design.
- b) The Commissioning Consultant's role and responsibilities will begin with input into the mechanical and electrical systems design and conclude at the 1-year warranty review.

3.9 Contract Terms

- a) The Architect and the Client will enter into a contract based on the OAA Standard Form of Contract for Architect's Services, OAA 600-2013 as modified by:
 - a. The schedule of Architect's Services attached as Schedule A1 which shall become Schedule A1 to the OAA 600-2013 contract; and,
 - b. The Supplementary Conditions attached to this RFP as Schedule B, which shall take precedence over the terms and conditions and definitions of the OAA 600-2013 contract.

- b) The duties of the Architect/Prime Consultant will include all services, duties and responsibilities of the “Consultant” as defined in the Construction Contract.
- c) The blanks in the OAA 600-2013 contract shall be completed as follows:

Article	Information required	Information to be entered
	Title page “FOR”	Biindigen Well-Being Centre Project
A1	Date	*Date of the agreement to be entered on execution*
A2	Client name	De dwa da dehs nye>s Aboriginal Health Centre and Niwasa Kendaaswin Teg and Ontario Aboriginal Housing Support Services Corporation
A3	Architect name	*Name of the Architect to be entered on execution*
A4	Project name	Biindigen Well-Being Centre
A5	Owner if other than the Client	[intentionally blank]
A6	Budget for Construction Cost	TBD
A7.1	Commencement of construction (primary development)	April 2025
A7.2	Substantial Performance of the Work (primary development)	March 31, 2027
A8.1	Delivery type	Stipulated Sum Contract
A8.2	Construction contract	CCDC 2
A10.1	Consultants engaged by the Architect (Architect’s Consultants)	*As per the Architect’s Proposal or as negotiated*
A10.2	Consultants engaged by the Client (Client’s Consultants)	Planner Geotechnical Environmental Surveyor Cost Consultant Commissioning Consultant Infection Prevention and Control OH&S and Accessibility Traffic Move Planning
A11	Architect’s fee for service	*As per the Architect’s Proposal or as negotiated*
A12	Apportionment of total fees:	*As per the Architect’s Proposal or as negotiated*
A13	Administrative charge for reimbursable expenses	10%
A14	Rate for calculating automobile travel	\$0.00 per kilometer

Article	Information required	Information to be entered
A15	Retaining fee	\$0.00
A17	Interest rate % per annum	3%
A18	Phased release of holdback	Issuance of Tender (primary development) Substantial Performance of the Work (primary development)
GC11.1	Proper Invoice requirements	The name, title, telephone number and mailing address of the Client's designated recipient for invoices (De dwa da dehs nye>s Aboriginal Health Centre). The Client's purchase order number, Invoicing breakdown as per Schedule C2 – Financial Proposal Submission Form , section 2.
GC13.1	Other terms of the contract	The Architect's Services as defined in Schedule A1. The Supplementary Conditions affixed hereto as Schedule B shall modify and supplement the contract and are hereby incorporated into the contract. In the event of a conflict, the Supplementary Conditions shall prevail over Schedule A1 and the standard form of contract, and Schedule A1 shall prevail over the standard form of contract.

- d) By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the finalization and signing of a formal written contract.
- e) The following documents will be incorporated into any resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document that appears on the list, the wording of the document that first appears on the list shall prevail.
- a. Written agreement arising from negotiations
 - b. Issued addenda
 - c. Supplementary Conditions
 - d. OAA 600-2013 contract
 - e. Request for Proposal
 - f. Proposal

4. INSTRUCTIONS TO PROPONENTS

4.1 Deadline for Proposals

- a) Proposals must be received on or before the Closing Date and Time as set out below:

<p>2:00:00 PM EDT on May 12, 2023 (time as determined by MERX portal)</p>
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4.2 Submission of Proposals

- a) Proposals shall be submitted as separate files for technical and financial Proposals in PDF format including a title page clearly marked with the RFP title, closing time, Proponent’s name and address.
- a. The technical Proposal shall have no reference to the financial Proposal amount (offer).
 - b. The financial Proposal shall be password protected, with the password to be provided at a later date (upon request).
- b) Proposal documents shall be uploaded to MERX portal.
- c) Organize your submission into the following individual files (note the required file types):
- a. Requested Information:

Name	File Type	# Files	Requirement	Availability
“Biindigen – Technical Proposal – Proponent Name”	PDF (.pdf)	1	Required	Complete/scan forms (including Schedule C1), compile/scan all documents and upload as one PDF
“Biindigen – Financial Proposal – Proponent Name”	PDF (.pdf)	1	Required	Complete/scan forms (including Schedule C2), compile/scan all documents, protect with password and upload as one PDF

- b. Each file has a maximum size of 100MB.
- c. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Allocate sufficient time for all uploads to complete prior to the official closing time. Submissions will not be accepted after the Closing Date and Time.

- d. You can only upload ONE file into each document upload slot. If you upload more than 1 file into the same upload slot, only the last file uploaded will be saved. Combine multiple files before uploading if required.
- d) The responsibility for delivering the Proposal to the Client on or before the specified date and time will be solely and strictly the responsibility of the Proponent. The Client will in no way be responsible for delays caused by network failure or a delay caused by any other occurrence.

4.3 No Faxed Proposals

Proposals submitted by fax transmission will not be accepted.

4.4 Amendments to Proposals

Proposals may be amended by Proponents only by written amendment. The Project Manager must receive all amendments prior to the Closing Date and Time, at the place for delivery of Proposals described in **Section 4.2 Submission of Proposals** above.

4.5 Withdrawal of Proposals

Proponents may withdraw their Proposals prior to the Closing Date and Time by the same method as prescribed for submission of Proposals.

4.6 Proposals Irrevocable

Following the Closing Date and Time, Proposals shall be irrevocable and open for acceptance by the Client for a period of 90 calendar days.

4.7 Enquiries

- a) It shall be the Proponent's responsibility to clarify any points in question prior to submitting the Proposal. All enquiries related to this RFP should be directed in writing via MERX before the Deadline for Proponent Questions indicated in **Section 4.12 RFP Schedule**.
- b) Information obtained from any source other than MERX advertisement or the Contact Person (as identified in Schedule D) will not form part of this RFP and cannot be relied upon. The Client retains the right to decline to answer a given enquiry. Enquiries and responses will be recorded and may in the Client's discretion be distributed to all Proponents, or the Client may keep either or both the enquiry and response confidential if in the judgement of the Client it is fair or appropriate to do so. If the query is pertinent to all Proponents, then all Proponents will be advised.
- c) Responses to questions may be issued in an addendum.

4.8 Addenda

- a) The Client may amend, supplement or otherwise modify this RFP at any time and from time to time, only by written addenda. For certainty, written or oral responses to any enquiry will not be deemed to amend, add to or alter the RFP in any way unless issued in the form of a formal written addendum. Addenda will be distributed via MERX.

- b) By submitting a Proposal under this RFP, a Proponent will be deemed to have received all the Client’s addenda, or to have elected to submit without regard for such addenda. No adjustment to a submission will be permitted after the Closing Date and Time on account of any such addenda not received, and the Client will have the authority to accept the submission of a Proponent that did not receive all such addenda.

4.9 Availability of Documents

Copies of this RFP are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the Internet at www.merx.com. MERX is the official and sole distributor of this RFP and any addenda. If a Proponent obtains this document by means other than through MERX, the accuracy of the document and receipt of any addenda are the sole responsibility of the Proponent. The Client relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

4.10 Intent to Propose

- a) Parties intending to submit a Proposal must register their intent to propose in writing by e-mail to the Contact Person, submitting the completed **Schedule D – Intent to Propose Form and Confidentiality Agreement**.
- b) The Client will not accept Proposals from Proponents who have not submitted the completed Schedule D form by the deadline indicated on such form.
- c) The Client does not intend to post any addenda or other information regarding this RFP on any website other than MERX. For those not using MERX, any addenda will be sent only to the parties who have submitted the Schedule D form by e-mail.

4.11 Site Visit

No formal site visit will be arranged as the site is publicly accessible.

4.12 RFP Schedule

The Client estimates the schedule for the RFP process will be as follows:

RFP Schedule	
Milestone	Date
Prime Consultant RFP Issued	April 13, 2023
Deadline for Proponent Questions	May 4, 2023 before 5:00:00 pm EDT
Deadline for Addenda	May 8, 2023
Closing Date and Time – Submission Due	May 12, 2023 before 2:00:00 pm EDT
Notify Proponents of Short-List for Interviews	May 29, 2023
Interview Short-listed Proponents (TBC)	June 5-6, 2023
Select Prime Consultant	June 30, 2023

4.13 Correction of Errors

At the sole discretion of the Client, the following minor errors on Proposals may be corrected in the manner described before or during evaluation:

- a) Missing signature – Proponent shall submit a revised form with a signature with no other changes within 24 hours of requested correction.
- b) Missing or outdated WSIB Insurance Certificate – Proponent shall submit a current version of the form within 24 hours of requested correction.
- c) Blanks in **Schedule C1 – Technical Proposal Submission Form** – Proponent shall submit a revised form with completed information and no other changes within 24 hours of requested correction.
- d) In **Schedule C2 – Financial Proposal Submission Form**, if total fixed fee (excluding all applicable taxes) in writing does not match the value in numerals, the value in writing will be used.
- e) Missing information on reference projects in **Schedule C3 – Reference Project Details** – Proponent shall submit a revised form for the same project with missing information completed within 24 hours of requested correction.
- f) Reference names and contact information on reference projects in **Schedule C3 – Reference Project Details** that cannot be reached – Proponent shall submit corrected contact information or contact information for a new reference within 24 hours of requested correction.
- g) In **Schedule C2 – Financial Proposal Submission Form**, if there is a discrepancy between the total of all fee allocations and the total fixed fee, the total fixed fee shall prevail and the Proponent shall submit corrected information within 24 hours of requested correction, and the new total shall not vary from the total fixed fee.

4.14 Debriefing

A debriefing for unsuccessful Proponents may be provided on request only within 5 days of the day on the letter of non-award. Should a Proponent desire a debriefing, the Proponent should contact the Project Manager. The debriefing will include an outline of the high level reasons the submission was not successful, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. Pricing and ranking of Proponents will not be discussed.

5. SUBMISSION INSTRUCTIONS

5.1 Response Format

- a) Proponents are requested to prepare their response as follows:
 - a. All elements of the Proposal response should appear in the same order as noted in the RFP with section labels matching the section labels listed in the RFP. Except as noted with reference projects, the evaluators are not obliged to look in other sections for content to respond to the submission requirements of each section.
 - b. The information for all reference project profiles must be provided in Section F using the form: **Schedule C3 – Reference Project Details**. These reference project profiles can be referred to as needed elsewhere in the Proposal.
 - c. Technical submissions should be prepared as a single electronic document with a table of contents hyperlinked to the sections.
- b) Concise submissions are encouraged.
- c) Where page limits are specified for sections, content in excess of the page limits will not be considered. Title pages and dividers are not counted in the section page limits.
- d) The entire content of the Proponent's Proposal must be submitted in a fixed form. The content of websites or other external documents referred to in the Proponent's Proposal but not attached will not be considered to form part of its Proposal.

5.2 Technical Proposal Contents:

5.2.1 Section A: Executive Summary and Mandatory Criteria

Provide the following:

1. Proponent has previously signed and submitted **Schedule D – Intent to Propose Form and Confidentiality Agreement** by the date and time specified indicated on Schedule D. (Mandatory)
2. An executive summary of the Proposal (maximum one [1] page).
3. A completed **Schedule C1 – Technical Proposal Submission Form** (Mandatory)
4. A current WSIB Insurance Certificate (Mandatory)
5. Disclosure of any items that must be disclosed in **Schedule C1 – Technical Proposal Submission Form** or a statement that there is nothing to disclose with respect to **Schedule C1 – Technical Proposal Submission Form**. (Mandatory)
6. A certificate from the Proponent's insurer showing that the Proponent is able to obtain the insurance coverage identified in the Supplementary Conditions, Schedule B. (Mandatory)
7. A description of the Proponent's Significant Indigenous experience – see **Section 6.4.2 – Criteria for Section A: Significant Indigenous Experience (Mandatory)** for details (maximum two [2] pages). Detailed project information need not be included here but should be included in Section D. (Mandatory)

5.2.2 Section B: Corporate Qualifications

Provide the following information to convey the capability of the Prime Consultant and Architect's Consultant firms (at a minimum, Structural, Mechanical and Electrical) to deliver the Project (maximum four [4] pages per firm not including certificates):

1. Information about Prime Consultant and Architect's Consultant firms:
 - Year founded
 - Names of Partners
 - Permanent office address
 - Current number of staff in the office/region from which this Project would be served
 - Describe your firm's diversity and inclusion policies, plans and/or commitments, and specifically as they relate to Indigenous Peoples and/or employees
 - Describe up to three (3) specific examples of tangible actions taken recently within your organization to improve the workforce diversity and create an inclusive work environment, including effectiveness, and specifically as they relate to Indigenous Peoples (if applicable)
2. A list of projects with a total budget of greater than \$20 million currently in progress in the country. Include:
 - Client name
 - Project name
 - Construction budget
 - Stage of completion
 - Lead Architect/consultant

Project details are not required but please indicate which projects have details provided in Section D.

3. A list of Similar Projects that the Prime Consultant and Architect's Consultant firms have completed over the past five (5) years along with a concise description of the challenges navigated and lessons learned on each project and how will this knowledge benefit our Project (provide project details in Section D).
4. Provide a statement of the firm's philosophy to working with Indigenous clients and organizations, to working with Indigenous protocols, design and ways of knowing and being, and to understanding and delivering on its clients' values and visions through design and construction.
5. Indicate any experience working on projects with large, diverse project teams, with multiple partners with diverse goals and needs such as the Biindigen Landowner Partners, or with multi-party, cross-sectoral clients.
6. Indicate any experience working together as a team with the various Prime Consultant/Architect's Consultants on other projects.

5.2.3 Section C: Proponent's Team

Provide the following information to convey the capability of the team you have assigned to deliver the Project (maximum five [5] pages not including organizational chart or resumes):

1. Provide an organizational chart to identify the individuals assigned to the Project, and their roles and organizations, including at least the following:
 - (a) Executive Sponsor
 - (b) Design Project Leader
 - (c) Design Architect
 - (d) Functional Programmer
 - (e) Contract Administrator
 - (f) Mechanical Discipline Design Leader
 - (g) Electrical Discipline Design Leader
 - (h) Structural Discipline Design Leader
 - (i) Civil Discipline Design Leader
2. For each person listed above shown in the organization chart:
 - (a) Describe each member's role and responsibilities and why you chose them to be part of your team. What makes each team member a great fit for this Project?
 - (b) List the reference projects (provided in Section D) that each person was involved with and their role (at least one [1] and no more than three (3) reference projects per person).
 - (c) A list of other projects each team member is currently working on and the average commitment per week, and the available hours per week of the team member to commit to this project.
3. Describe how the team has been structured to give the capability and capacity to provide the quality of services described in this RFP.
4. Describe how the Prime Consultant organization has applied diversity and inclusion initiatives in team member selection and in the procurement of Architect's Consultants, and specifically as they relate to Indigenous Peoples.
5. Provide resumes for all Project team members (maximum four [4] pages per individual) that include details of projects completed within the past 10 years on which the individual provided services comparable to that requested on this Project, such as:
 - Project name/description
 - Role on the project and services provided
 - Years design and construction were completed
6. Demonstrate team members' experience on Similar Projects (within Proposal body or resumes).

7. Demonstrate any team members' experience working with Indigenous clients and organizations, working with Indigenous protocols, design and ways of knowing and being, and successfully understanding and delivering on clients' values and visions through design and construction (within Proposal body or resumes).

5.2.4 Section D: Project Experience

In this section, provide project profiles for reference projects (minimum four [4], maximum eight [8]) identified in other sections using the form found in **Schedule C3 – Reference Project Details**. Should an alternative format be used, include all requested information for each reference project at a minimum. Profiles are to be a maximum of three (3) pages each, including photos.

Within the details of each project, describe how your organization incorporated aspects of diversity and inclusiveness and/or increased representation and opportunities for under-represented groups, and specifically as they relate to Indigenous Peoples (if applicable).

5.2.5 Section E: Project Work Plan

Provide the following information to convey your plan and approach to deliver the Project successfully (maximum eight [8] pages not including the schedule). You may refer to reference projects included Section D in support of this section, or to a maximum of four (4) additional reference projects.

- a) A preliminary schedule for design activities, permit application and Client approval activities in compliance with the Project milestone dates.
- b) A description of the way the Project team will manage its schedule to achieve the Client's Project milestone dates.
- c) A description of the way your firm would respond and contribute to the process of aligning the design with the construction budget if the construction cost estimate exceeds the construction budget at any point in the design phase. Note that the Client intends to hire a cost consultant to prepare construction cost estimates at the concept design, Schematic Design, Design Development and 90% Construction Documents milestones.
- d) An explanation of your firm's approach to design coordination between disciplines differentiates you from other firms.
- e) A description of your internal quality assurance and quality control processes that will be applied during production of the Construction Documents and how these will achieve adherence to Client requirements and reduce the potential for coordination errors during construction.
- f) The approach to be used to understand and achieve the Client's values and vision for the Project while balancing scope, quality, operational functionality, time to occupancy, cost, sustainability, etc.
- g) The method to be used to document and track the Client's requirements embodied in the Design Development report so that key elements do not get lost as the Project moves through the Construction Documents phase.
- h) Give examples of decision-support material you have provided to other clients to convey information so that they can make prompt decisions on issues that emerge

on-site. (Such examples are not counted in the maximum page count for this section.)

- i) An explanation of the method the Design Architect will use to convey their ideas so that they are clearly understood by the client group who are not accustomed to reading architectural drawings or visualizing what a 2D plan will be like in 3D. How will the Design Architect help the client understand current best practices in design of facilities like the Clients and the value they bring in operations?
- j) In the context of reference projects, give examples of specific materials, systems or details that you have used in the past on comparable projects that your client was grateful for because of the value they provided in increasing energy efficiency, reducing ecological footprint, reducing operating costs and/or increasing durability.
- k) Provide an explanation of the top characteristics of well-designed communication and presentation materials for community engagement and information sessions. Provide a summary of lessons that your firm has learned on past projects with a similar requirements for community engagement and how these lessons will benefit the Client during our community sessions.
- l) Describe how your firm's commitments to diversity and inclusion, specifically as they relate to Indigenous Peoples, will be demonstrated on this Project. E.g., creating employment opportunities for under-represented groups in the region, specifying a percentage of supplies / materials / services from businesses owned by under-represented populations (e.g., Indigenous, minority, women, 2SLGBTQIA+, veterans and persons with disabilities).

5.3 Financial Proposal

Complete and sign the **Schedule C2 – Financial Proposal Submission Form** and submit it within a separate PDF file clearly marked "Financial Proposal" that is password protected (see **Section 4.2 Submission of Proposals**). This form must be signed by an authorized officer of the Prime Consultant/Architect firm.

Proponents shall note the following in preparing the financial Proposal (also see Schedule C2):

- a) The fees for the Prime Consultant's services associated with demolition of the existing building (see **Section 3.1.1 – Existing Building Demolition**) are to be identified separately.
- b) The fees for the Prime Consultant's services associated with design and construction of all general and shared components (see **Section 3.1.2 – General and Shared Components**) are to be allocated to each of the three (3) Biindigen Landowner Partners (DAHC, Niwasa, OAHSSC) equally (i.e., one third each).
- c) The fees for the Prime Consultant's services associated with design and construction of each of the three (3) new buildings (see **Sections 3.1.3 to 3.1.5 – DAHC, Niwasa and OAHSSC**) shall be identified separately for each of the three (3) buildings/Biindigen Landowner Partners (DAHC, Niwasa, OAHSSC), with DAHC being split into Phases 1 and 2.
- d) The fees for the Prime Consultant's services associated with the bidding/tendering phase of the primary development are to be allocated to each of the three (3) Biindigen Landowner Partners (DAHC, Niwasa, OAHSSC) equally (i.e., one third each).

6. EVALUATION

6.1 Evaluation Committee

The evaluation of Proposals will be undertaken on behalf of the Client by an evaluation committee (the “Evaluation Committee”) appointed by the Client. The Evaluation Committee may consult with technical, financial and other advisors, as the Evaluation Committee may in its discretion decide are required.

6.2 Four Stage Evaluation

Proposals will be evaluated in four stages:

6.2.1 Stage 1: Evaluation of Mandatory Criteria

Proposals that do not meet the mandatory criteria will be rejected.

6.2.2 Stage 2: Evaluation of Technical Criteria

Subject to the Evaluation Committee’s right to reject an unacceptable Proposal under **Section 7.1 Client’s Rights**, the Evaluation Committee will evaluate and score the Proposal information provided. For each criterion, each Proposal will be assessed, and points will be awarded on the basis of the extent to which the requirements of the RFP documents are satisfied, and the comparative merit of the individual Proposal as compared to the Client’s requirements.

6.2.3 Stage 3: Interviews/Reference Checks of Short-Listed Proponents

- a) The Evaluation Committee will develop a short list of Proponents who will be invited to participate in the third stage.
- b) The Evaluation Committee may consult with references provided by the short-listed Proponents.
- c) The Evaluation Committee may invite the short-listed Proponents for an interview.
- d) Based on the information obtained in interviews and feedback from references, the technical ratings may be adjusted.

6.2.4 Stage 4: Evaluation of Cost Criteria

Evaluation of cost criteria will be conducted after evaluation of the technical criteria, interviews and references. Proponents who have advanced to Stage 3 will be contacted to provide the password to their Financial Proposal.

Points will be awarded based on the difference from the Proponent’s financial offer to the lowest responsive financial offer. The lowest responsive financial offer will receive the full awarded points and other financial offers will be allocated points pro-rata to the extent they exceed the lowest responsive financial offer. The formula used to calculate the awarded points as well as an example is provided below.

$$\left[\frac{\text{Lowest Cost Responsive Fee}}{\text{Proposed Fee}} \right] \times \text{Full Points} = \text{Awarded Points}$$

Example: A Proponent's financial offer is \$2,000 and the lowest financial offer is \$1,500. The lowest financial offer would be awarded the full points (20 points in this example) while the Proponent that offered \$2,000 would be awarded 15.00 points.

$$\left[\frac{\$1,500.00}{\$2,000.00} \right] \times 20 = 15.00 \text{ awarded points}$$

6.3 Rejection of Unacceptable Proposals

The Evaluation Committee may reject a Proposal, including a Proposal from a Proponent that complies with the mandatory requirements, if the Proposal does not score more than 70% on the technical evaluation at any stage.

A Proposal may be rejected at the sole discretion of the Evaluation Committee if the Proposal price exceeds the available budget.

6.4 Evaluation Criteria and Weighting

- a) The Evaluation Committee will evaluate eligible Proposals to determine which Proposal is most advantageous to the needs of the Client.
- b) The following criteria will be applied by the Evaluation Committee in scoring each Proposal.
- c) The Evaluation Committee may consider other criteria that it identifies as relevant during the evaluation process provided that any criteria considered will be applied evenly and fairly to all Proposals that are eligible for evaluation.

6.4.2 Criteria for Section A: Significant Indigenous Experience (Mandatory)

- a) The Evaluation Committee has established that a Proponent must demonstrate significant experience in working with Indigenous organizations in order to be further considered in the evaluation.
- b) "Significant Indigenous Experience" is defined as a minimum of two (2) of the following:
 - a. Can demonstrate a minimum of five (5) past projects completed for Indigenous clients and/or organizations.
 - b. Have acted as the project lead on multiple projects with Indigenous clients and/or organizations.
 - c. Can demonstrate experience in engaging with Indigenous user groups, community organizations and community members on past projects.

6.4.3 Criteria for Section B: Corporate Qualifications

- a) The Evaluation Committee seeks a Proponent that is an established firm (including Architect's Consultants) that has the depth of resources and capacity to support

this Project and has completed Similar Projects with elements such as Indigenous culture, community health care, early years and child care, affordable housing and energy efficiency.

- b) All other things being equal, Proponents will be scored higher if they demonstrate that:
 - a. They regularly undertake projects of a similar scale and complexity.
 - b. They have a depth of resources.
 - c. They understand the Client's operations, the sectors in which the Client operates and how the Facility will be used by the Client to further its objectives.
 - d. They have clear diversity and inclusion policies, plans and/or commitments, and/or have taken recent tangible actions to improve diversity and inclusion in the workforce and work environment, that promote truth and reconciliation and will increase representation and/or opportunities for Indigenous Peoples and/or employees.
 - e. They have completed Similar Projects, navigated challenges and can apply lessons on those other projects to this project.
 - f. The Similar Projects were completed on budget.
 - g. The Similar Projects were completed on schedule.
 - h. The clients of Similar Projects were satisfied with the experience of the project and the resulting site and building (demonstrated through reference checks).
 - i. They are fully informed of trends in design for projects like this Project to bring information on best practices in the design of the Project and in delivery of the services.
 - j. They will be the right partner organization (or team of organizations) to share in and/or understand the Client's values and vision for the Project and will be able to communicate and deliver on this vision through the design and construction of the Biindigen Well-Being Centre.

6.4.4 Criteria for Section C: Proponent's Team

- a) The Evaluation Committee seeks a Proponent that has assigned an appropriate team with sufficient resources, as well as the right technical expertise and cultural experience to successfully deliver this Project.
- b) All other things being equal, Proponents will be scored higher if they demonstrate that:
 - a. Team structure, roles and responsibilities are clear.
 - b. All team members, especially the Design Project Leader and Discipline Design Leaders have the expertise and experience in their domains necessary to lead this Project to success.
 - c. That the assigned Design Architect will be available and committed to this Project.
 - d. The Proponent's senior management has an appropriate oversight role and the ability to deploy and direct resources as needed.

- e. That the team members understand the Client's operations, the sectors in which the Client operates and how the Facility will be used by the Client to further its objectives.
- f. The Prime Consultant and Architect's Consultants have sought and incorporated Indigenous employees, firms, partners, advisors and/or other expertise in assembling the right team for this opportunity.
- g. The project team members are able and motivated to respond to the needs of the Client and the Project and deliver the quality of service expected.
- h. The team members have demonstrated creativity in responding to client requirements in Similar Projects.
- i. The team members have successfully navigated challenges on projects like this Project.
- j. The team members are fully informed of trends in design for projects like this Project to bring information on best practices in the design of the Project and in delivery of the services.
- k. The team members are able to share in and/or understand the Client's values (including Indigenous ways of knowing and being) and vision for the Project and will be able to communicate and deliver on this vision through the design and construction of the Biindigen Well-Being Centre.

6.4.5 Criteria for Section D: Project Experience

- a) The Evaluation Committee seeks a Proponent that has successfully completed Similar Projects with elements such as Indigenous culture, urban Indigenous populations, community health care, early years and child care, affordable housing, sustainable design, energy efficiency and multi-use site or campus models.
- b) All other things being equal, Proponents will be scored higher if they demonstrate:
 - a. Experience with Indigenous clients, organizations and community members.
 - b. Experience in implementing Indigenous protocols, knowledge and design strategies in projects.
 - c. Experience with community health centres of similar size and scope, including the Ontario Ministry of Health capital planning process and Community Health Capital Programs Policy.
 - d. Experience with early years and child care facilities, youth and families, including with the Ontario Ministry of Education, the Ontario Child Care and Early Years Act, Indigenous-Led Early Learning and Child Care, Aboriginal Head Start Program, etc.
 - e. Experience with affordable housing, Indigenous and/or urban housing, and delivering projects in accordance with Canada Mortgage and Housing Corporation (CMHC) requirements.
 - f. Experience with Indigenous cultural elements in site design, building design and interior and exterior features and finishes.

- g. Experience with sustainable design, energy efficiency, and high-performance building design such as LEED, Passive House, Net Zero Energy/Carbon, Net Zero Energy/Carbon-Ready, etc.
- h. Experience with multi-building or multi-use sites or campuses.
- i. Experience with complex projects that may have included intricate site planning and design considerations, multiple partner organizations, multiple user groups, multiple sectors, phasing, etc.
- j. Experience with projects that experienced scope, budget or schedule challenges or problems, including what the team had done to mitigate such issues and what the team did to manage the issues or outcomes.
- k. Experience successfully implementing strategies and plans that emphasized diversity and inclusiveness and/or increased representation and opportunities for Indigenous Peoples on projects (or other under-represented groups).

6.4.6 Criteria for Section E: Project Work Plan

- a) The Evaluation Committee seeks a Proponent that will readily grasp the Client's requirements and will lead the Client to the best solutions considering its cultural, operational, social, environmental, and financial objectives. The Proponent has a clear, well-structured plan that will lead the Client to a successful Project, and has assigned an appropriate team with sufficient resources, and available back-up resources as needed.
- b) All other things being equal, Proponents will be scored higher if they demonstrate:
 - a. A clear plan to balance the Client's priorities among scope, quality, functionality, schedule and cost.
 - b. A delivery methodology that emphasizes Indigenous protocols, knowledge and design strategies, and prioritizes relationships.
 - c. A strong philosophy and methodology for gathering, understanding and clarifying the Client's values and vision for the Project, articulating and communicating these values and vision in the design of the Project, and delivering on this vision through the design and construction (including validation with the Client).
 - d. A well-considered design schedule that is aggressive but provides enough time to get the design right and gives the Client enough time for its own reviews.
 - e. A clear escalation process, including application of additional resources to get the Project back on schedule if there is slippage.
 - f. A clear process for iteratively testing that the design is capable of being constructed on budget and for adjusting the design as it is progressively elaborated to keep it on budget.
 - g. A clear identification of the key risks that may be encountered on this Project and mitigation strategies to reduce impact to scope, cost, schedule and operations.
 - h. A rigorous quality assurance plan to coordinate the work of the Architect's Consultants to minimize the occurrence of coordination errors after the Project is tendered.

- i. A rigorous quality assurance plan to track the incorporation of the Client's requirements into the design and highlight any design decisions that would fail to meet the Client's requirements.
- j. A process to give the Client options for design decisions with sufficient information about the options to allow the Client to make effective decisions.
- k. The ability to convey designs and the impact they have on operations to stakeholders who are not design savvy so that they have a clear understanding of the design.
- l. A process for integrating sustainability and energy efficiency into the design from the earliest stages to enhance the performance of the building, minimize ecological footprint and reduce energy use and operating costs, considering Passive House, Net Zero Carbon/Energy, Net Zero Energy/Carbon-Ready or other similar targets.
- m. A process for public participation that will give the community meaningful opportunities to understand the constraints, have meaningful input into the design, and have an opportunity to see that their voice has been heard, even if their requests have not been incorporated.
- n. Clear and actionable strategies and plans for including and/or increasing representation and opportunities for Indigenous Peoples (or other under-represented groups) in the delivery of this Project.

6.4.7 Weighting of Criteria

- a) The Evaluation Committee will use the following point distribution for scoring Proposals:

Criterion	Section Evaluated	Maximum Points
Mandatory Criteria	A	Pass/Fail
Corporate Qualifications	B	10
Proponent's Team	C	10
Project Experience	D	30
Project Work Plan	E	30
Fee	Financial Proposal	20
Total Score		100

6.5 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information with respect to any Proposal. The Evaluation Committee may make such requests to only selected Proposals without making the same requests for all Proposals. The Evaluation Committee may consider such clarifications or additional information and may re-score a Proposal.

6.6 Reference Checks

- a) The Evaluation Committee may develop a short list of Proponents for completion of reference checks.
- b) The Evaluation Committee may delegate members to consult with the references provided by the short-listed Proponents to assess any aspect of the Proposal.
- c) The Evaluation Committee may ask questions of each reference without asking the same questions to other references.
- d) The Client reserves the right to conduct its own inquiries and consult with other references not listed in the Proposal, including references from within the Client's organization.
- e) As a result of the reference checks, the Evaluation Committee may adjust the score of any criteria.

6.7 Interviews

- a) The Evaluation Committee may develop a short list of Proponents to be invited to interviews.
- b) Before the interview, the Proponent may be given direction on topics to present or respond to during the interview.
- c) The Evaluation Committee may have specific questions for Proponents arising out of the review of the Proposal and the feedback from references and is not required to ask the same questions of each Proponent.
- d) As a result of the interviews, the Evaluation Committee may adjust the score of any criteria.

6.8 Selection

1. The Evaluation Committee will rank the Proponents and will select the preferred Proponent.
2. If two or more Proponents have the same final score for the combined technical and financial scores, the Proponent with the higher financial score (i.e., lower financial offer) will be selected as the preferred Proponent.

7. GENERAL CONDITIONS

7.1 Client's Rights

The Client reserves the right, in its sole discretion, to:

1. Reject any and all Proposals.
2. Accept any Proposal or refuse to accept, in whole or in part, including the lowest priced or any Proposal.
3. Waive any minor irregularities in any Proposal.
4. Reject a Proposal that the Client deems to be incomplete.
5. Negotiate for the modification of any single Proposal.
6. Cancel or restart this RFP at any time or issue a new RFP for the same or similar work at any time.
7. Seek additional Proposals or accept or negotiate any Proposal, in whole or in part.
8. Stop negotiations and move on, including to another Proponent or to cancel or restart the RFP process, in the event a contract is not or cannot be negotiated, finalized or signed with a Successful Proponent.
9. Reject any submission or terminate any resulting agreements for failure to disclose the information required in **Schedule C1 – Technical Proposal Submission Form** or for failure to disclose any real, apparent, perceived or potential conflicts of interest or existing personal or business relationships with the Client, or any known participants in the Project.

7.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any negotiations or discussions with the Client or its representatives and consultants, relating to or arising from this RFP.

7.3 No Claims

The Client and its representatives, agents, consultants, advisors, successors and assigns and including the Biindigen Landowner Partners and the Biindigen Well-Being Centre and their representative, agents, consultants, advisors, successors and assigns will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

7.4 Accuracy of Information

- a) The information contained in this Request for Proposal is supplied for selection of Proponents and is not guaranteed or warranted to reflect the final Project.
- b) While the Client has used considerable efforts to provide accurate information, it is not guaranteed or warranted to be accurate, comprehensive, or exhaustive. However, the same information is available to all Proponents.

- c) Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Client or its representatives, agents, consultants, advisors, successors and assigns and including the Biindigen Landowner Partners and the Biindigen Well-Being Centre and their representative, agents, consultants, advisors, successors and assigns with respect to such information.

7.5 No Collusion

By submitting a Proposal, the Proponent, and each firm, individual, company or consortium member of the Proponent, represents and confirms to the Client, with the knowledge and intention that the Client may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

7.6 Conflict of Interest

Proponents shall disclose any real, apparent, perceived or potential conflicts of interest and existing personal or business relationships they may have with the Client, or any known participants in the Project.

7.7 Ownership of Submissions

All submissions submitted shall become the property of the Client.

7.8 Confidentiality

Proponents shall treat all information received through this RFP process and subsequent contract award as confidential and will not disclose such information to any person except with the prior written consent of the Client.

Proponents are required to sign and submit **Schedule D – Intent to Propose Form and Confidentiality Agreement** by the date and time specified on Schedule D, after which time the background documents listed in Appendix A will be provided.

7.9 Working Language

All Proposals must be written in English.

7.10 Health and Safety

The Successful Proponent shall provide the Client a copy of its health and safety plan within 10 days of execution of the contract for Architect's services for review by the Client. The Successful Proponent shall comply at all times with the more restrictive of its health and safety plan or the Client's health and safety plan while working on Client property.

SCHEDULE A1 – ARCHITECT'S SERVICES

SCHEDULE A1 – ARCHITECT'S SERVICES

The contents of this schedule shall be attached to the OAA Standard Form of Contract for Architect's Services OAA 600-2013 with Amendments to October 1, 2019 (hereinafter referred to as OAA 600-2013) as **Schedule A1 – Architect's Services**.

This schedule forms part of the contract for consulting services for:

Project: **Biindigen Well-Being Centre**

Between the Client: De dwa da dehs nye>s Aboriginal Health Centre and Niwasa Kendaaswin Teg and Ontario Aboriginal Housing Support Services Corporation (collectively also referred to as the "Biindigen Landowner Partners").

And the Architect: [NTD: Insert Architect Name]

Dated: [NTD: Insert Agreement Date]

1. CONTEXT

The Architect's Services are provided in the following Project context:

1. Biindigen Steering Committee

An existing Biindigen Steering Committee has overseen the development of the Biindigen Well-Being Centre to date and will continue to meet regularly throughout the Project lifecycle. The Biindigen Steering Committee consists of the Biindigen Landowner Partners, McMaster University Department of Family Medicine, the Client's planning consultant, and more.

2. Design Steering Committee

The Client will assign a Design Steering Committee consisting of members of the Biindigen Steering Committee and other Stakeholders, agents or invitees as required. The Design Steering Committee will be engaged throughout the design process to provide input, feedback and design decisions. Stakeholders such as those listed below may be involved throughout the design phase and provide recommendations to the Design Steering Committee.

3. Decision Making Processes

The Biindigen Landowner Partners intend to work together to develop the site plan, while also individually developing the designs for their respective buildings. The decision making process will be as follows:

- a. Decisions on general/shared components of the Biindigen Well-Being Centre and overall Lands to be made by consensus among the Biindigen Landowner Partners;
- b. Decisions specific to each building/organization to be made by each respective organization; and

- c. Other partner(s) must be consulted where decisions specific to a building/organization may impact the space, operations, cost, etc. of the other Biindigen Landowner Partners.

4. Other Partners and Stakeholders

This Project involves the coordination of many participants from within the Client organizations as well as other potential partners and participating organizations (collectively referred to as Stakeholders herein). These organizations may include:

- a. De dwa da dehs nye>s Aboriginal Health Centre;
- b. Niwasa Kendaaswin Teg (including McQuesten Urban Farm);
- c. Ontario Aboriginal Housing Support Services Corporation;
- d. McMaster University Department of Family Medicine;
- e. City of Hamilton;
- f. NPAAMB Indigenous Youth Employment and Training;
- g. Sacajawea Non-Profit Housing;
- h. Hamilton Aboriginal Coalition; and
- i. Hamilton Community Foundation.

The Client may elect to include additional resources to the list of Stakeholders and/or break the listed groups into sub-groups as required to successfully deliver the Project.

5. Project Manager

The Client will retain a Project Manager for this Project. The Project Manager is responsible to provide a single source of contact for the Client for coordinating the work of the Architect to implement the objectives of the Design Steering Committee and the Stakeholders.

6. Client's Consultants

The Client will retain the following consultants:

- a. Planning Consultant;
- b. Geotechnical Engineer;
- c. Environmental Consultant;
- d. Surveyor;
- e. Cost Consultant;
- f. Commissioning Consultant;
- g. Infection Prevention and Control Consultant;
- h. Occupational Health and Safety and Accessibility Consultant;
- i. Traffic Consultant;
- j. Move Planning Consultant; and

- k. Cultural Heritage Consultant / Archaeologist (if required).

7. Commissioning Management

For information of the Architect:

- a. The Client will retain an independent Commissioning Consultant who shall be independent of the mechanical and electrical consultants.
- b. The Commissioning Consultant shall coordinate activities related to commissioning and confirm that all tests performed by sub-trades, suppliers, and equipment manufacturers are conducted and documented. Commissioning services shall include but not be limited to:
 - i. preparation of the commissioning plan;
 - ii. preparation of a Project specific Specification section: commissioning of the Facility related to commissioning delivery of the Facility and the roles and responsibilities of the Commissioning Consultant and the General Contractor;
 - iii. review and approval of the General Contractor's commissioning schedule and incorporation into the commissioning plan;
 - iv. preparation of functional performance verification forms or test sheets for each piece of equipment and system specified for mechanical and electrical;
 - v. preparation of a timetable and a list of seasonal tasks to be performed during the first year of operation;
 - vi. prior to starting functional performance verification, the Commissioning Consultant shall review the following:
 - 1. Installation,
 - 2. Documentation,
 - 3. Design criteria, design intent, special features,
 - 4. Commissioning schedule,
 - 5. Commissioning procedures,
 - 6. Cleanliness of the systems,
 - 7. Electrical characteristics of connected equipment;
 - vii. verification that training as indicated in the Construction Contract Specification has been provided;
 - viii. review the assembly of as-built documentation, warranties, and operation and maintenance manuals for handover to the Client;
 - ix. reporting omissions, faults and defects affecting commissioning to the Client; and
 - x. attending meetings with the General Contractor and the Design Team as required in performing the commissioning scope of work and as requested by the Project Manager.
- c. The Commissioning Consultant will produce a commissioning plan to direct efficient commissioning of the Facility. The plan shall provide sufficient detail to evidence how the Architect and Design Team will participate and witness in the transfer of the buildings from the General Contractor to the Client's operating staff, and will include:

- i. Details of the procedures and processes to be followed,
- ii. Organizational plan prescribing roles and responsibilities,
- iii. Communication and distribution plan,
- iv. Commissioning schedule inclusive of meeting schedule and training schedule, and
- v. Functional performance verification forms.

8. Project Team

The Project Team means the Client's Project Manager, the Client's Consultants, the Design Steering Committee, the Architect and the Architect's Consultants, as well as other members of the Biindigen Steering Committee and/or Biindigen Landowner Partners as needed, or their agents or invitees.

9. Applicable Regulations, Standards and Guidelines

The following list of regulations, standards, codes and guidelines that may be applicable to this Project are listed below for the Architect's preliminary information only. The Architect will be responsible for identifying and confirming all those which apply:

- a. Ontario Building Code Act, 1992
 - i. O. Reg. 332/12, as amended (Building Code)
 - ii. 2012 Building Code Compendium (latest version – currently September 14, 2022) including Supplementary Standard SB-10, 2016 (Energy Efficiency Supplement)
- b. National Energy Code of Canada for Buildings, 2017
- c. Ontario Ministry of Health Community Health Capital Planning Process
- d. CSA Standard Z317.13:22 (Infection control during construction, renovation and maintenance of health care facilities)
- e. CSA Standard Z317.2:19 (Special requirements for heating, ventilation and air-conditioning in health care facilities)
- f. Ontario Child Care and Early Years Act, 2014
 - i. Ontario Regulation 137/15, as amended (General)
- g. Ontario Ministry of Education Planning and Design Guidelines for Licensed Child Care Centres, 2022
- h. Public Health Agency of Canada Capital Guidelines
- i. Ontario Environmental Protection Act
 - i. O. Reg. 153/04, as amended (Records of Site Condition)
 - ii. O. Reg. 406/19, as amended (Excess and On-Site Soil Management)
 - iii. O. Reg. 347, as amended (Waste Management)
- j. Ontario Endangered Species Act, 2007
- k. Ontario Accessibility for Ontarians with Disabilities Act, 2005
 - i. O. Reg. 191/11, as amended (Integrated Accessibility Standards)
- l. CSA Standard B651-18 (Accessible Design for the Built Environment)

- m. Ontario Occupational Health and Safety Act
 - i. O. Reg. 490/09, as amended (Designated Substances)
 - ii. O. Reg. 278/05, as amended (Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations)
- n. Environmental Abatement Council of Canada Lead Guideline for Construction, Renovation, Maintenance or Repair, 2014

2. ARCHITECT'S ROLE

1. Responsibility and Definition

- a. The word "Architect" used throughout this document means the firm, consortium, individual or company acting as the Prime Consultant and taking the primary responsibility for executing the OAA 600-2013 contract and its subcontracted firms, individuals or companies involved with assisting to meet the contract objectives.
- b. The Architect is responsible for executing the scope of work defined in this Schedule A1 including:
 - i. Architect's Role,
 - ii. Scope of Work,
 - iii. Work by Phase,
 - iv. Quality Management,
 - v. Cost Control,
 - vi. Schedule Control.

2. Design Project Leader

- a. The Architect shall designate a Design Project Leader as the Architect's representative throughout all phases of the Project. The Design Project Leader shall not be changed without the prior written authorization of the Client.
- b. The Design Project Leader shall have responsibility for the delivery of services to the Client, including the services of the Architect's Consultants, and shall lead the delivery of services throughout the Project. Except as specifically identified, the Design Project Leader shall be the Architect's representative at all defined meetings.

3. Design Team

As part of the architectural services the Architect shall include:

- a. Architect (including acoustics and vibration);
- b. Structural Engineer;
- c. Mechanical Engineer (including fire protection);
- d. Electrical Engineer (including lighting, audio-visual, information technology and security infrastructure);
- e. Civil Engineer;
- f. Sustainability/Energy Consultant;

- g. Landscape Architect (including arborist);
- h. Hardware Consultant;
- i. Interior Designer;
- j. Exterior and Interior Wayfinding and Signage;
- k. Building Code Consultant;
- l. Furniture, Fixtures and Equipment (FF&E) Specialist;
- m. Other consultants as deemed necessary by the Architect.

4. Management of Engineering Consultants

The Architect and the Client shall engage the services of the Architect's and Client's Consultants as provided for in the OAA 600-2013 contract. The Architect shall coordinate the work of the Architect's Consultants listed in the OAA 600-2013 contract and engaged by the Architect, as well as the Client's Consultants that relate to the work of the Architect.

5. Discipline Design Leaders

The Architect shall designate Structural, Mechanical, Electrical and Civil Discipline Design Leaders as the engineering consultants' respective principal representatives for the Project. The Discipline Design Leaders shall not be changed without the prior written authorization of the Client.

3. SCOPE OF WORK

1. General Project Requirements

The Architect shall:

- a. Conduct itself in a manner that prioritizes building and strengthening the relationship between the Architect / Design Team and the Client, Stakeholders and the community in general;
- b. Advise the Client on the most effective arrangement for, and design a work plan that supports, the design of the Lands and each of the Sites/buildings in parallel, followed by a single tender process (for DAHC Phase 1, Niwasa and OAHSSC, including McMaster) that requires individual Construction Contracts between each of the Biindigen Landowner Partners and the General Contractor. It is currently intended that DAHC Phase 2 will be tendered and constructed at a later date (following funding approval), as detailed in the Project schedule;
- c. Be responsible for providing expertise on sustainable design, following best practice design strategies with a focus on ecologically responsible initiatives;
- d. Attend and participate in monthly Project Team meetings with the Client and Project Manager throughout the Project duration (via webinar; these meetings will be chaired and minuted by the Project Manager). The Architect's Design Project Leader shall attend all such meetings as well as such other Design Team members as may be required by the Project Manager and/or the Client from time to time;

- e. Organize, attend and provide minutes of at least bi-weekly design coordination meetings with the Project Manager, the Client, required Stakeholders, and all appropriate Design Team members, from the commencement of the Schematic Design phase through to the completion of the tender package (via webinar, other than those design presentations listed below);
- f. Where the Architect is required to provide meeting minutes, such minutes shall provide clear actionable items and shall be circulated to all participants within 72 hours of the meeting;
- g. Consult with Client's Consultants (commissioning, geotechnical, move planning, etc.) to develop appropriate details and Specifications for various building components;
- h. Assist the Project Manager and the Client with the preparation of reports and presentations to the Biindigen Steering Committee, City of Hamilton, public, and Stakeholders;
- i. Throughout the design phase, including those specified in Part 4, allow for a **minimum** of:
 - i. delivery of three (3) design presentations at key milestones in person at the Client's offices in Hamilton,
 - ii. attendance and participation at four (4) Biindigen Steering Committee meetings via webinar,
 - iii. attendance, participation and design presentations at two (2) public consultation meetings/events (such as open houses) in person in Hamilton (overall meetings to be led by the Client's planning consultant);
 - iv. attendance and participation in four (4) meetings with other project partners and Stakeholders via webinar;
- j. Become familiar with the Ministry of Health (MOH) Community Health Capital Program Stage 2 Business Case documents and develop content for the Stage 3 and Stage 4 submissions including, but not limited to: Facility plans, design objectives, implementation and phasing plan, variance analysis, and input into the Project schedule. The MOH planning process applies to DAHC;
- k. Assist DAHC with responses to MOH questions at each stage;
- l. Become familiar with the Ministry of Education (MOE) requirements to obtain Approval in Principle of floor, Site and playground plans. The MOE planning process applies to Niwasa; and
- m. Assist Niwasa with responses to MOE questions.

4. WORK BY PHASE

1. Program Phase

The Client recently developed an initial Functional Building Program (FBP) (dated January 20, 2021) which identifies the typical space requirements, functions, uses and requirements of the buildings, as well as a concept design for the buildings and Lands. The intent of the Client has since changed to reduce the overall size of the Site buildings, and the program was further refined in the MOH Community Health

Capital Program Toolkit (dated October 18, 2021) as part of the DAHC Stage 2 Business Case submission.

It is the Architect's responsibility to refine and customize the program with Stakeholders to confirm the requirements of the Project and to produce a revised FBP. In connection with the development and finalization of the program of requirements, the Architect shall:

- a. coordinate the program / concept design phase with the Design Team;
- b. provide a Site servicing report confirming the suitability of all existing Site service requirements and the requirements for all new and/or enhanced utility services including but not limited to:
 - i. utility/service availability, including water, sewer, storm, gas, hydro, cable, fibre, etc.,
 - ii. storm water management,
 - iii. permits,
 - iv. estimated costs,
 - v. regulations,
 - vi. testing and inspection costs,
 - vii. water flow tests,
 - viii. water and gas pressure tests,
 - ix. power load tests, or
 - x. other required Site servicing tests;
- c. undertake and provide a storm water management report;
- d. review and provide comment on the investigation reports prepared by specialist consultants (geotechnical, etc.);
- e. research, review and compile background information relating to the Site, Lands and adjacent lands;
- f. identify the need for additional studies and surveys as necessary and prepare scope of work documents for this work to assist the Project Manager to engage the required studies and surveys;
- g. organize, attend and provide minutes for meetings, at least weekly or more frequently as required by the program development schedule or the Client, with the Client and the Stakeholders to review the program, gather information, refine, modify and customize the program as required, to meet the specific needs and requirements of the new Facility, thereby creating the revised FBP;
- h. prepare a proximity matrix for functional spaces complete with a blocking diagram;
- i. prepare a conceptual Site plan indicating building location, frontage, street access, passenger drop off, fire access, waste management and loading, green space, outdoor features, playground areas and parking in accordance with the *City of Hamilton Comprehensive Zoning By-Law No. 05-200*;
- j. prepare three (3) conceptual floor plan options of the proposed Work;
- k. the Client will approve one (1) of the three (3) conceptual floor plans or combine elements from each floor plan;
- l. allow for two (2) reviews to finalize the conceptual floor plans;

- m. participate in and make design presentations at public meetings/consultation events and/or Biindigen Steering Committee meetings;
- n. review the updated concept design (Class D) cost estimate prepared by the Client's cost consultant;
- o. in coordination with the Client's planning consultant and City of Hamilton who will lead these processes, attend preliminary meeting(s) with all regulatory officials to obtain planning and zoning information and to verify the requirements for a demolition permit, Official Plan Amendment (OPA) application, Zoning By-Law Amendment (ZBA) application, Site Plan Approval (SPA) application and any municipal Consent applications required;
- p. prepare and verify with Stakeholders, the furniture, fixtures and equipment needs and requirements for the proposed developments, including required FF&E items that are to be purchased by the Client;
- q. verify that the approved FBP is in line with the construction budget that is being developed and refined;
- r. review with the Client the scope and budget for the Project and the individual buildings (including phases) to confirm that each organization and building, and the Project as a whole, will continue to the next design phase as planned; and
- s. obtain the Client's approval before proceeding with the Schematic Design phase.

2. Schematic Design Phase

Definition: Schematic Design develops the form, size, character and preliminary design details of the Project based on approved FBP and includes all professional disciplines. This phase includes Stage 3.1 Block Schematics to be submitted as part of the MOH Community Health Capital Planning Process (CHCPP) for DAHC and submissions required for Approval in Principle from the MOE for Niwasa (MOE/Niwasa submission may be moved to Design Development phase – to be determined).

Purpose: To prepare a Schematic Design (architectural, structural, mechanical, electrical, civil, landscape and interior design) for all exterior and interior components of the Project.

The Architect shall:

- a. coordinate services of all Architect's Consultants;
- b. schedule, chair, and minute bi-weekly design review meetings with the Project Team and other specialist consultants;
- c. review all applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction;
- d. review all applicable Project Site studies (geotechnical, designated substances survey, etc.) and surveys, coordinate the design with the recommendations made in these reports;
- e. together with Design Team, visit the Site to report on existing conditions, available services and issues and advise the Project Manager if additional Site studies are required, including the need for additional soils testing, and after

authorization by the Client, prepare a scope of work indicating locations for further soils testing and reporting (any soils testing and reporting will be contracted directly and paid for by the Client);

- f. continue to review and confirm that the proposed design is in conformance with the approved FBP;
- g. in coordination with the Client's planning consultant who will lead these processes, attend pre-consultation meetings with authorities having jurisdiction to define the approval requirements for all planning, zoning, building and related SPA requirements (including formal consultation if required) including:
 - i. City of Hamilton
- h. provide expertise on sustainable design taking into account energy and environment conservation principles, identify sustainable design features, and integrate agreed upon design principles into the design;
- i. provide advice on eligibility requirements of any local, provincial or federal applicable incentive or energy related programs or grants in order that the Client can take advantage of such programs:
 - i. integrate the design to permit the Client to proceed with pursuing program or grant approval,
 - ii. provide coordination of all the required technical information to assist with completing the applications on behalf of the Client,
 - iii. provide follow up, services and documentation as required by granting organizations (such follow up, services and documentation shall be additional services to be eligible for payment on the basis of hourly fees or as agreed with the Client);
- j. create individual room data sheets for all distinct areas of the Facility and summarize initial program requirements of each area for Client review and approval;
- k. review and coordinate with the Client and authorities having jurisdiction to determine required needs and ongoing coordination items as it relates to adjacent road developments and revised Site access requirements that may impact the proposed design;
- l. develop all interior and exterior signage requirements as well as all required wayfinding for interior and exterior;
- m. review and record on an approved electronic data base (e.g. AutoCAD 2016) all proposed new furniture, fixtures and equipment that are to be included in the final design to confirm the plans meet Client FF&E requirements;
- n. prepare a proximity matrix (adjacency diagrams) for functional spaces complete with a blocking and stacking plan;
- o. based on the approved program of requirements, schedule and construction budget, and Client preferences, develop three (3) alternative designs for Client review and selection, including Schematic Design documents to illustrate the scale and character of the Project and how the parts of the Project function, including but not limited to:

- i. Site plan;
 - ii. spatial relationship and interior circulation diagrams;
 - iii. principal floor plans;
 - iv. building sections;
- p. develop the selected alternative design for Client review and selection, including Schematic Design documents to illustrate the scale and character of the Project and how the parts of the Project function, including but not limited to:
- i. storm water management plan;
 - ii. Site plan;
 - iii. spatial relationship schematics and interior circulation (flow) diagrams;
 - iv. principal floor plans;
 - v. building sections;
 - vi. exterior elevations;
 - vii. preliminary landscape and grading plan;
 - viii. space comparison with the approved Business Case;
 - ix. diagrams for major mechanical and electrical systems and equipment;
- q. prepare above design documents to align with a phased (two-part) MOH approval, tender and construction for DAHC;
- r. prepare supporting documents for the submission of applications for OPA, ZBA and municipal Consent to authorities having jurisdiction, in accordance with City of Hamilton processes, and support the Client's planning consultant and the City of Hamilton in these processes (who will lead the submissions and communications);
- s. prepare an Urban Design Report per the City of Hamilton's requirements, including all supporting studies or plans required (including a tree protection and management plan), in support of the ZBA or SPA processes (terms of reference for the Urban Design Report are appended to the RFP; additional terms of reference can be found on the City of Hamilton's website);
- t. prepare three (3) three-dimensional (3-D) renderings of the exterior of the Project and key interior elements;
- u. submit a Project brief detailing area calculation, building systems and outline Specifications to describe the size and character of the entire Project including the architectural, structural, mechanical, and electrical systems, civil systems, landscape and materials, including operational and performance characteristics of building systems and infrastructure and expected utility service replacement;
- v. review the eligibility requirements of utility companies and evaluate the opportunity to develop a design in order that the Client can take advantage of any available programs;
- w. review the Schematic Design / Block Schematics (Class C) cost estimate prepared by the Client's cost consultant;
- x. provide value engineering / analysis and cost reduction strategies and recommendations to align the Schematic Design documents to the approved construction budget, implement necessary document revisions;
- y. obtain Client approval before proceeding with the presentation materials (design boards) to be used in the presentation to the Biindigen Steering Committee;

- z. provide design boards of elevations and floor plans to illustrate the approximate scale and context of the Project for the presentation and participation in up to two (2) public meetings/consultation events;
- aa. assist and provide content for all DAHC Stage 3 submissions to the MOH;
 - i. Stage 3.1 Block Schematic Report
 - ii. Stage 3.2 Sketch Plan Report
 - iii. Stage 3.3 Approval to Tender
 - iv. Stage 3.4 Approval to Award
- bb. prepare Block Schematics to align with a phased (two-part) MOH approval, and eventual tender and construction, for DAHC;
- cc. assist DAHC with responses to MOH questions at each stage;
- dd. provide plans and supporting documentation for Niwasa's submission to the MOE for Approval in Principle of floor, Site and playground plans;
- ee. assist Niwasa with responses to MOE questions;
- ff. review with the Client the scope and budget for the Project and the individual buildings (including phases) to confirm that each organization and building, and the Project as a whole, will continue to the next design phase as planned; and
- gg. obtain the Client's approval before proceeding with the Design Development / Sketch Plan phase.

3. Design Development Phase

Definition: Design Development specifies the actual form, size, character and design details of the Project, includes all professional disciplines and fixes the budget and construction schedule of the Project. This phase includes Stage 3.2 Sketch Plans to be submitted as part of the MOH CHCPP for DAHC.

Purpose: To produce final designs (public programming, interior design and architecture, building systems) for all interior and exterior components.

The Architect shall:

- a. coordinate services of Architect's Consultants as applicable;
- b. schedule, chair, and minute bi-weekly design review meetings with the Project Team and specialist consultants;
- c. continue to review and confirm that the proposed design is in conformance with the finalized FBP;
- d. provide complete performance Specifications for FF&E, audio-visual, data/voice communications, security, and signage and assist in the evaluation and procurement of all suppliers;
- e. finalize the room data sheets identifying the design details, spatial and functional requirements for all distinct areas of the Facility to the satisfaction of the Client;
- f. coordinate the civil engineering for the site;

- g. further develop and prepare the design documents for Client review and approval, consisting of drawings and other documents appropriate to the size of the Project, as listed below:
 - i. Site plan;
 - ii. floor plans;
 - iii. building elevations;
 - iv. building sections;
 - v. room data sheets;
 - vi. space comparison from this stage to the prior stage;
 - vii. Project brief detailing area calculations, building systems and outline Specifications; and
 - viii. any other documents that may be required, to describe the size and character of the entire Project including the architectural, structural, mechanical, and electrical systems, civil systems, landscape, materials and such other elements as may be appropriate for presentation to Stakeholders;
- h. begin to assess how the above design documents, future Construction Documents and tender packages will be separated/coordinated to allow for a single tender process (for DAHC Phase 1, Niwasa and OAHSSC, including McMaster) that requires individual Construction Contracts between each of the Biindigen Landowner Partners and the General Contractor, with DAHC Phase 2 being tendered and constructed at a later date as detailed in the Project schedule;
- i. continue to review applicable statutes, regulations, codes and by-laws as the design of the Project is developed;
- j. prepare supporting documents for the submission of the single blanket application for SPA for the Lands to authorities having jurisdiction, in accordance with City of Hamilton processes, and support the Client's planning consultant in these processes (who will lead the submissions and communications) – note that the SPA process can be up to 1 year and timelines have been estimated in the Project schedule provided in the RFP;
- k. continue to coordinate with and support the Client's planning consultant in leading the SPA process with the authorities having jurisdiction, making best efforts to resolve any outstanding conditions of approval in a timely manner;
- l. prepare all application documents and provide the lead role in applying for approval of the demolition permit for the existing school and Building Permit Applications (one anticipated for each Site/building), making best efforts to resolve any outstanding issues in a timely manner;
- m. prepare a presentation package that illustrates the overall Site and building design, including all floor plans;
- n. prepare a presentation of light fixtures, plumbing fixtures, millwork, signage and related way-finding systems, all furnishings and proposed interior/exterior finishes;
- o. coordinate and assist with submitting a Facility life cycle costs analysis associated with alternative mechanical, electrical and other building systems (such analysis shall be sufficiently detailed to permit the Client to assess the

- comparative merits of alternative systems, and shall be accompanied by the Architect's recommendation for a preferred solution);
- p. participate in and make design presentations at public meetings/consultation events and/or Biindigen Steering Committee meetings;
 - q. review the Design Development / Sketch Plans (Class B) cost estimate prepared by the Client's cost consultant;
 - r. if necessary provide value engineering / analysis and cost reduction strategies and recommendations to align the Design Development documents to the approved construction budget, implement necessary document revisions;
 - s. continue to design in accordance with sustainable design strategies determined in previous phases;
 - t. assist in the preparation of all Stage 3 MOH submissions;
 - i. Stage 3.1 Block Schematic Report
 - ii. Stage 3.2 Sketch Plan Report
 - iii. Stage 3.3 Approval to Tender
 - iv. Stage 3.4 Approval to Award
 - u. prepare Sketch Plans to align with a phased (two-part) MOH approval, and eventual tender and construction, for DAHC;
 - v. assist DAHC with responses to MOH questions at each stage;
 - w. assist Niwasa with responses to MOE questions;
 - x. review with the Client the scope and budget for the Project and the individual buildings (including phases) to confirm that each organization and building, and the Project as a whole, will continue to the next design phase as planned; and
 - y. obtain Client approval before proceeding with the Construction Documents phase.

4. Construction Documents Phase

Purpose: To prepare all necessary construction drawings including Site plans, floor plans, descriptions, elevations, sections and construction details for all professional disciplines, on the basis of the approved final Design Development documents and suitable for submission to authorities for approval, a single tender process (for DAHC Phase 1, Niwasa and OAHSSC, including McMaster), a secondary tender process for DAHC Phase 2 (at a later date) and individual Construction Contracts between each of the Biindigen Landowner Partners and the General Contractor.

The Architect shall:

- a. coordinate services of the Architect's Consultants as applicable;
- b. coordinate with Client's environmental consultant on finalization and inclusion of drawings and specifications for hazardous materials abatement and environmental remediation into overall tender package;
- c. schedule, chair, and minute bi-weekly design review meetings with the Project Team, and other specialist consultants;

- d. review statutes, regulations, codes and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction and facilitate the consents, approvals, licenses and permits necessary for the Project, including demolition permit;
- e. assemble, prepare, and take responsibility for the submission of all remaining documents requested by the authorities having jurisdiction, including but not limited to Building Permit Applications and provide all communication with the authorities as required;
- f. prepare for Client review and approval, Construction Documents consisting of drawings and Specifications setting forth in detail the requirements for the Project;
- g. confirm the approach with the Client and prepare Construction Documents that are appropriately separated/coordinated to support a single tender package and process for DAHC Phase 1, Niwasa and OAHSSC, a secondary tender process for DAHC Phase 2 (at a later date) and individual Construction Contracts between each of the Biindigen Landowner Partners and the General Contractor;
- h. prepare above design documents to align with a phased (two-part) MOH approval, tender and construction;
- i. complete a space comparison from this stage to the prior stage and FBP;
- j. actively respond to and resolve any outstanding conditions of SPA to facilitate Building Permit issuance;
- k. include sustainable protocols, including waste diversion and management protocols in the Construction Documents;
- l. ensure infection control protocols in accordance with CSA Z317 are included in the Construction Documents;
- m. assist the Project Manager to pre-qualify General Contractors;
- n. prepare for the Project Manager a list of proposed warranties applicable to building components;
- o. verify specified materials and equipment are available within the required schedule;
- p. continue to design in accordance with the sustainable design strategies determined in previous phases, and to incorporate all grant and incentive opportunities as agreed in the prior phases;
- q. review with the Client and finalize a proposed hardware schedule that is to be included in the tender documents (not through a cash allowance);
- r. provide colour board samples and finish material selection sample boards including presentations to the Client for approval;
- s. participate in and make design presentations at public meetings/consultation events and/or Biindigen Steering Committee meetings;
- t. review the 90% Construction Documents (Class A) cost estimate prepared by the Client's cost consultant and review with Client for final budget validation;
- u. make recommendations for design adjustments or cost reduction strategies (including separate or alternate prices) as necessitated by changes in general

market conditions, if/as requested by the Client and regulatory bodies (such as MOH) and/or to align the Construction Documents and final tender documents to the approved construction budget, and implement necessary document revisions;

- v. provide evidence of execution of required quality control procedures;
- w. assist and provide content for all Stage 3 submissions to the MOH;
 - i. Stage 3.1 Block Schematic Report
 - ii. Stage 3.2 Sketch Plan Report
 - iii. Stage 3.3 Approval to Tender
 - iv. Stage 3.4 Approval to Award
- x. assist DAHC with responses to MOH questions at each stage; and
- y. obtain Client approval before proceeding with the construction procurement phase.

5. Construction Procurement Phase

Purpose: In consultation with the Project Manager prepare the necessary bidding information, bidding forms, conditions of contract, including Supplementary Conditions, and form of contract(s) between each of the Biindigen Landowner Partners and the General Contractor.

The Architect shall:

- a. assist the Client and Project Manager in preparing the Construction Contract Supplementary Conditions, to be authored by the Client;
- b. assist the Client and Project Manager in review and coordination of the move planning Construction Contract documents and Supplementary Conditions, which will be prepared by the Client's move planning consultant, to meet the FF&E drawings and construction schedule established by the Client and its move planning consultant;
- c. prepare for Client review the tender package (electronic format) incorporating any requirements of the Client and the Client-supplied Supplementary Conditions and including the bid form (inclusive of any Project specific alternates or alternative prices, separate prices, etc.), instructions to bidders, and other documents to be included in the Construction Contract(s) and revise the documents to incorporate Client comments. Note that as a minimum, there will be separate prices for each of the Biindigen Landowner Partners for the DAHC Phase 1, Niwasa and OAHSSC build. As noted, DAHC Phase 2 will be tendered and constructed at a later date;
- d. provide final tender package in electronic format;
- e. act in an advisory role to the Project Manager and the Client who will tender the Project;
- f. participate in the pre-tender "job showing" for bidders;
- g. respond to questions raised by bidders and prepare addenda or clarifications for issue to bidders by the Project Manager; and

- h. assist the Project Manager with the examining and evaluation of tenders, including valuation of itemized prices and provide recommendations as to the conformance of the bids with the Construction Contract documents.

6. Construction Phase – Contract Administration

Purpose: To support the administration of the Construction Contracts between each of the Biindigen Landowner Partners and the General Contractor, and in particular to inspect the construction to verify compliance with the design documents.

The Architect shall:

- a. coordinate services of Architect's Consultants as applicable;
- b. serve as the "Consultant" as per the 2020 CCDC 2 Stipulated Price Contracts between each of the Biindigen Landowner Partners and the General Contractor;
- c. prepare two (2) Issued for Construction (IFC) sets of Construction Documents incorporating all addenda for review by the Client and Project Manager, and provide non-editable electronic documents in PDF form for use for construction by the General Contractor;
- d. provide continuity of resources from the design phases;
- e. submit for the review and approval of the Client a construction quality plan that details the requirements and measurements for Site reviews, testing, inspection, and other construction monitoring, and indicates critical building elements;
- f. have the authority to act on behalf of each of the Biindigen Landowner Partners to the extent provided in the OAA 600-2013 contract, the Construction Documents, and the Construction Contracts;
- g. attend all bi-weekly construction meetings with the General Contractor and the Design Team as required to assess the performance of the General Contractor and to expedite resolution of issues:
 - i. allow for the Architect's Design Project Leader to attend 12 construction meetings at the request of the Project Manager,
 - ii. the Architect's representative at the balance of the meetings may be a contract administrator,
 - iii. allow for the Mechanical and Electrical Discipline Design Leaders to each attend 12 construction meetings at the request of the Project Manager;
- h. attend additional construction meetings as required, with the members of the Design Team necessary to expedite resolution of issues (such attendance at ad-hoc meetings shall be additional services to be eligible for payment on the basis of hourly fees or as agreed with the Client unless as a result of the default, fault, omission, breach, negligence or willful misconduct of the Architect or the Architect's Consultants or sub-contractors);
- i. examine, evaluate and report on the General Contractor's Work to confirm the general conformance to the Construction Contract documents, and issue associated instructions if non-conformances are found;
- j. copy the Project Manager on all written communications with the General Contractor;

- k. carry out and coordinate as applicable the general review/field review of the Work completed under the Construction Contracts at least monthly or as required by the construction activity and include in each field review:
 - i. detailed written comments on quality of Work,
 - ii. a minimum of eight (8) Site photographs (or more as required to illustrate the progress and nature of construction) in electronic format and labeled as to location and direction,
 - iii. adherence to construction schedule,
 - iv. verification of trades on Site, and
 - v. general conformance with Construction Documents;
- l. promptly notify the Project Manager, in writing, of any acts, omissions or non-conformance to the Construction Contract documents observed during the general review/field review or Site meetings;
- m. examine, evaluate and report to the Client upon representative samples of the Work completed under the Construction Contracts;
- n. prepare, as necessary but at a minimum monthly, a written assessment of the construction progress as it relates to the approved construction schedule, including recommendations on remedial action where necessary;
- o. provide interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the Biindigen Landowner Partners or the General Contractor;
- p. provide written findings within a reasonable time on all claims, disputes and other matters in question between the Biindigen Landowner Partners and the General Contractor relating to the execution, schedule or performance of the Work completed under the Construction Contracts or the interpretation of the Construction Contract documents;
- q. provide interpretations and findings consistent with the intent of and reasonably inferable from the Construction Contract documents; showing partiality to neither the Biindigen Landowner Partners nor the General Contractor;
- r. exercise the authority to reject Work which does not conform to the Construction Contract documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract documents, exercise the authority to require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed;
- s. review General Contractor's submittals and/or shop drawings, product data, and samples, for conformance with the general design concept of the Work completed under the Construction Contracts as provided in the Construction Contract documents;
- t. advise the General Contractor of any discrepancies in the Work completed under the Construction Contracts and confirm that remediation occurs;
- u. maintain an electronic log to evidence the status and disposition of shop drawings and other required contractor submittals;
- v. prepare Proposed Changes (PC), Change Directives (CD), and Change Orders (CO) for the consideration of the Project Manager and for Client approval and signature in accordance with the Construction Contract documents, and:

- i. maintain electronic logs to accurately document the status of all issued and contemplated PCs, CDs and COs cross referenced to the General Contractor's numbering system for changes and quotes,
 - ii. incorporating the Architect's estimated cost, and
 - iii. provide clear and justified rationale with each and every change;
- w. collect sufficient back-up documentation to secure funding for COs (including MOH funding for DAHC);
- x. provide timely responses and reviews to General Contractor Requests for Information (RFI) or quotations associated with PCs or CDs;
- y. furnish Supplemental Instructions (SIs) to the General Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Architect and the General Contractor;
- z. the Architect shall maintain a proper record of changes as the Project progresses and shall maintain duplicate copies organized in two (2) binders for the benefit of each of the Biindigen Landowner Partners;
- aa. determine the amounts owing to the General Contractor under the Construction Contract based on the Architect's observations and evaluation of the General Contractor's application(s) for payment;
- bb. issue certificates for payment in the value proportionate to the amount of the Construction Contracts and the General Contractor's schedules of values, of Work performed under the Construction Contracts and products delivered to the place of the Work;
- cc. review, assess and provide confirmation that phased area occupancies meet all contractual and jurisdictional requirements for occupancy;
- dd. determine the date of Substantial Performance of the Work and oversee the building handover to each of the Biindigen Landowner Partners;
- ee. create a comprehensive deficiency list (all disciplines) in addition to the list prepared by the General Contractor and including the estimated value of such deficiencies;
- ff. the list of deficiencies shall also consider General Contractor deliverables such as warranties, training, and instruction manuals, among others, and shall attribute an appropriate value to any such missing deliverables;
- gg. prepare a final deficiency report, arranging and performing the final inspection of the completed Project, reviewing the deficiency list prepared by the General Contractor, verifying and add to that deficiency list based on the Architect's own inspections and, upon the rectification of the identified deficiencies, issuing a final deficiency report; and
- hh. advise the Biindigen Landowner Partners on acceptance of "Facility turnover" to each organization if applicable.

7. Commissioning

To achieve performance of the building systems in compliance with Client expectations and with the FBP and with other design documents, an independent Commissioning Consultant will be engaged by the Client to provide comprehensive services related to the commissioning of the building systems. The Architect will be responsible to:

- a. cooperate in execution of the commissioning plan;
- b. coordinate design and construction administration activities with the Commissioning Consultant to allow it to assess conformance of the design with the requirements;
- c. revise the design as required by the Client to address discrepancies between the Client requirements and the design as identified by the Commissioning Consultant;
- d. coordinate with, and provide all documentation, including design criteria, design intent, information on special features and Construction Contract documents to the Commissioning Consultant;
- e. coordinate with the Commissioning Consultant to monitor the performance of all building systems (mechanical and electrical) through four (4) complete seasons (summer, fall, winter, spring) and, with the assistance of the Commissioning Consultant, provide necessary documentation and direction to Client staff or the sub-contractors with respect to correction of variances from performance expectations;
- f. assist and co-ordinate meeting(s) with the Project Team and the General Contractor for the Project, including other Client representatives and Stakeholders as needed, to obtain all warranties formally and assist in the explanation and the operation and maintenance of the various systems during the commissioning period; and
- g. confirm that all maintenance manuals are complete and that the appropriate Client representatives and Stakeholders are familiar with all aspects of the various systems at the time of Substantial Performance of the Work and deliver such manuals to the Client.

8. Closeout and Warranty

- a. coordinate the efforts of the FF&E installation and move contractor(s) prior to move-in/occupancy and operation of the Facility (currently estimated for early 2027);
- b. receive from the General Contractor and forward to the Biindigen Landowner Partners for their own review the written warranties and related documents;
- c. receive from the General Contractor and review and determine acceptability of the General Contractor's as-built drawings, and provide to each of the Biindigen Landowner Partners a complete set of AutoCAD compatible (release 2016 or higher) record drawings for all building systems and components;
- d. before the end of the warranty period (one year following the date of Substantial Performance of the Work), consult with Client representatives to identify any defects or deficiencies that have been observed, assess the defects and

deficiencies, and notify the General Contractor in writing of those items requiring attention by the General Contractor to complete the Work in accordance with the Construction Contracts;

- e. actively direct or instruct the General Contractor to promote and report on timely correction of deficiencies by the General Contractor and address warranty item issues;
- f. conduct additional reviews as reasonably necessary to determine sufficiency of correction of deficiencies by the General Contractor (allow 3 additional Site reviews following the final deficiency review);
- g. liaise and follow-up with each of the Biindigen Landowner Partners and General Contractor with respect to the timely correction of deficiencies and addressing of warranty item issues and the status thereof;
- h. verify the validity of the General Contractor's applications for final payment and issue final certificates for payment;
- i. review the corrections of warranty work and advise the Biindigen Landowner Partners of any outstanding items that would affect each of their release of an amount each will retain to guarantee the performance of the warranty work (the warranty withholding); and
- j. submit an un-compressed copy of the entire Project's record drawings on a compact disc or USB for each of the Biindigen Landowner Partners' uses.

5. QUALITY MANAGEMENT

1. General

Quality, in the context of quality management, is the degree to which a set of inherent characteristics fulfils Client's requirements. Quality does not mean the level of luxury. The quality of the product of this Project, and all the deliverables leading to Project completion, are of great importance to the Client.

2. Quality Assurance

Quality assurance is the component of a quality management system that is focused on providing confidence that the quality requirements of the Project will be fulfilled. Inputs to the quality assurance effort are the design drawings, Specifications, Project plans and progress reports.

The Architect shall:

- a. develop a design quality plan that complies with the quality management practices defined in the Architect's Proposal, which shall include at least:
 - i. confirming the Client's quality requirements,
 - ii. preparing a design to meet the Client's quality requirements,
 - iii. identifying appropriate quality standards that will govern construction,
 - iv. directing the Architect's Consultants to comply with the Architect's quality management practices and the Client's quality requirements,
 - v. directing and verifying that the Architect's Consultants have performed an internal peer review of their own components of the Construction Documents;

- b. coordinate the engineering and other design documents with the architectural drawings and Specifications;
- c. implement a document control system to identify changes to drawings and Specifications;
- d. control and track the distribution of design documents to prevent the unintended use of obsolete information;
- e. provide the services of a consistent team of resources from initial concept design through contract administration and commissioning and make best efforts to transfer knowledge to the successor team members if retention of team members is beyond the control of the Architect;
- f. verify the compliance of the design with the functional, spatial, performance and aesthetic needs of the Project, and with applicable codes, standards and municipal by-laws; and
- g. prepare a detailed construction quality plan for the verification of the General Contractor's performance including:
 - i. A consolidated listing of Project-specific design and system performance criteria that have been used by the Architect and the Architect's Consultants as a basis for design of the Project,
 - ii. A listing of those activities, and their timings, to be carried out by the Architect and the Architect's Consultants during construction to confirm that the Work is completed in general compliance with the Construction Contract documents.

3. Quality Control

Quality control is the component of a quality management system that is focused on fulfilling the quality requirements. The quality control effort involves inspections, tests, and corrective and preventive action on Site.

The Architect shall:

- a. perform an internal peer review of all Architect generated Construction Documents;
- b. direct and verify that the Architect's Consultants have performed an internal peer review of all their Construction Documents;
- c. provide the Client with confirmation that the defined quality management practices have been completed;
- d. support the administration of the Construction Contracts;
- e. carry out Site reviews and review the results of all tests to verify that the Construction Contract Work is proceeding in accordance with the Construction Contract documents;
- f. report any adverse results immediately to the Project Manager, identifying the impacts of non-conforming tests, to minimize the time required to correct contractor deficiencies;

- g. notify the Project Manager when the Architect's "for action" items on a field report, site instruction(s) or other form of direction are not complied with in a timely manner by the General Contractor;
- h. be pro-active in resolving issues that may arise with respect to the performance of the General Contractor;
- i. take or institute such measures, including pro-active, as a prudent Architect would take to require the General Contractor to conform with its obligations and responsibilities under the Construction Contract including, but not limited to, issuing or directing (as the case may be) site instructions, deficiency reports and, where necessary, written notice to the General Contractor;
- j. maintain the construction quality plan and submit monthly updates to the Client for the duration of the Project; and
- k. identify and track deficient Work on Site from discovery to correction.

6. COST CONTROL

1. General

- a. The Architect shall monitor Project costs from the commencement of the construction Work through to post-construction evaluation of the completed Project. The Architect shall be responsible for the production of a design that can be implemented within the approved construction budget (including MOH approved construction budget for DAHC) as defined in the OAA 600-2013 contract.
- b. Potential cost overruns shall be reported by the Architect well in advance of their anticipated occurrence to allow the Project Manager sufficient opportunity to initiate remedial measures.
- c. The Architect shall provide assistance to the Project Manager by responding to questions concerning Project costs and alternative cost solutions. For the purpose of determining the cost of construction, the Project Manager shall first rely on prices obtained by tender, and then on cost estimates supplied by the Client's cost consultant.
- d. Where the Client and Project Manager, having examined the cost consultant's cost estimates, concludes that the design provided by the Architect for the examined estimate cannot be implemented within the approved construction budget (including within MOH approved construction budget for DAHC) then the corrective actions identified in the OAA 600-2013 contract shall be implemented.

2. Cost Estimates

- a. A complete cost estimate submission will be provided by an independent cost consultant retained by the Client at:
 - i. The completion of updated concept design / functional program (Class D),
 - ii. The completion of Schematic Design / MOH Block Schematics (Class C),
 - iii. The completion of Design Development / MOH Sketch Plans (Class B),
 - iv. 90% completion of Construction Documents (Class A).

- b. Estimates are to include a detailed divisional breakdown as well as all provisions for all required life safety and operational phasing and hoarding requirements.
- c. The Architect and Client (including Project Manager) shall review the cost estimates and identify the differences between each succeeding cost estimate, evaluating the reasons for these differences and their cost effect on the Project.
- d. All construction estimates must include design and estimating contingency sums as are deemed necessary in light of the design information available. The Architect shall advise if expected/appropriate levels of contingency have been included within each estimate.
- e. Unit rates and prices used in arriving at estimated costs will be based on current rates at the time of submission in the local market and will include increases that would normally occur during the construction period. Escalation for the period between submission and the start of construction will be shown separately.

3. Change Orders

- a. The Architect shall provide the Project Manager with cost estimates for every Proposed Change (PC) prior to the PC being issued to the General Contractor, and shall further identify the anticipated impact on the construction schedule.
- b. The Architect shall analyze the General Contractor's submission in detail; submit to the Project Manager detailed documentation supporting the Architect's determination of the fair value of each PC; and issue written advice to the Project Manager regarding the disposition of PCs.

7. SCHEDULE CONTROL

1. General

- a. The Architect shall submit a summary schedule for the provision of services, indicating the steps required to meet the objectives and requirements within the Project phases as identified in the OAA 600-2013 contract. The Architect shall complete the work within the current agreed-upon schedule.
- b. Within 10 working days of executing the contract, the Architect shall submit a detailed and baselined design schedule outlining the deliverables and requirements based on the milestones in the master Project schedule.
- c. Once approved by the Project Manager, the Architect shall complete the work in accordance with the approved design schedule. This design schedule will be used to coordinate all phases of the work.
- d. The design schedule will be updated after the completion of each design phase/milestone (program, Schematic Design, Design Development, 50% completion of Construction Documents, 90/100% completion of Construction Documents).

2. Design Schedule

The Architect's design schedule will:

- a. Identify the dates submissions will be provided for Client review.
- b. Allow for a minimum of 10 working days for Client review of submissions unless otherwise agreed.

3. Integration with Construction Schedule

- a. The Architect will include in the Construction Contract documents a Specification section provided by the Project Manager to require the General Contractor to provide monthly information necessary to assess the earned value of the actual construction performance compared to the approved baseline.
- b. The Architect will review General Contractor invoices and prepare certificates for payment in accordance with the timeframes identified in the Construction Contracts.
- c. The certificates for payment will include a detailed breakdown of construction process in the same detail as required for the General Contractor.

SCHEDULE B – SUPPLEMENTARY CONDITIONS

The Ontario Association of Architects Standard Form of Contract for Architect's Services, Document 600, 2013 consisting of the agreement, definitions, general conditions parts 1 to 12 inclusive, and schedules governing same is hereby made part of these contract documents, with the following amendments, additions and modifications:

SUPPLEMENTARY CONDITIONS TO OAA 600-2013 With Amendments to October 1, 2019

The *Architect* agrees to enter into an OAA 600 contract with Amendments to October 1, 2019 incorporating the following amendments.

NO.	TEXT
DEFINITIONS	
SC 1	Revise the definition of Electronic Documents by replacing the words: “but do not include computer-aided design documents” with the words “and include computer-aided design documents”.
SC 2	Revise the definition of Instruments of Service by replacing the words: “but do not include software systems, databases, computer programs or computer-aided design documents (e.g., CAD or BIM – editable files)” with the words “but do not include software systems, databases, or computer programs”.
SC 3	Insert the following definition after <i>Proper Invoice</i> : “ Record Drawings means the drawings that are prepared by the <i>Architect</i> by revising the editable CAD files prepared to current <i>Client</i> standards to reflect changes from the construction drawings made during construction based on: <ul style="list-style-type: none">• content of as built drawings prepared by the contractor; and• changes to the construction contract documents to reflect site instructions, change orders, change directives and other direction given by the <i>Architect</i>.”
GENERAL CONDITIONS	
GC2 Architect’s Scope of Basic Services	
SC 4	Delete GC2 in its entirety and replace it with the following: “2.1 The <i>Architect’s</i> basic services consist of those services performed by the <i>Architect</i> , the <i>Architect’s</i> employees and the <i>Architect’s Consultants</i> set forth in Schedule A1 – <i>Architect’s Services</i> . They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these <i>Consultants</i> are engaged by the <i>Architect</i> .”
GC3 Provision of Additional Services	
SC 5	Delete section 3.1 including the table.
GC4 – Client’s Responsibilities	
SC 6	In GC 4.1, after the words “constraints and criteria and”, insert the following words: “, unless the <i>Architect</i> provides programming services,”
GC4 – Client’s Responsibilities	
SC 7	Delete 4.4.1 and replace with the following “4.4.1 authorize Colliers Project Leaders (the Project Manager) to act on the <i>Client’s</i> behalf with authority to represent the <i>Client</i> with respect to the <i>Project</i> , reserving the right of the <i>Client</i> to name a successor or alternate Project Manager to Colliers Project Leaders upon at least ten (10) days’ written notice.”
GC5 Budget, Estimates and Construction Cost	
SC 8	In GC5.6, <ul style="list-style-type: none">a) replace the words “15% of the latest agreed <i>Estimate of Construction Cost</i>” with the words “5% of the latest agreed <i>Estimate of Construction Cost</i> excluding any <i>Contingencies</i> for design and unforeseen changes during construction”, andb) replace the words “reduce the <i>Construction Cost</i> to within 15% of” with the words “reduce the <i>Construction Cost</i> excluding any <i>Contingencies</i> to within 5% of”.
GC5 Budget, Estimates and Construction Cost	

NO.	TEXT
SC 9	In GC5.7, replace the words “ <i>Consultant</i> engaged by the <i>Client</i> ,” with the words “ <i>Consultant</i> engaged by the <i>Client</i> that is not a Designated Professional Quantity Surveyor,”
	GC8 Liability of Architect
SC 10	Delete GC8.1 and replace with the following: “8.1 The <i>Architect</i> shall: “.1 obtain and maintain at its own expense, including the cost of the applicable deductible, professional liability insurance, such professional liability insurance to be claims-made insurance and having a limit of not less than \$5,000,000 each claim and \$10,000,000 in the aggregate, excluding defence costs, for the <i>Architect</i> ’s wrongful or intentional acts, errors, omissions or negligence in performing professional services under the contract.” “The limit of liability shall be maintained during the duration of the <i>Project</i> (unless it is reduced by the payment of covered claims) and for a period of five years after substantial completion of the <i>Project</i> .” “The insurance shall include a deductible no greater than twenty-five thousand dollars (\$25,000) for each claim. The <i>Architect</i> shall notify the <i>Client</i> immediately of any claims filed in respect of this policy of insurance that are in excess of twenty-five thousand dollars (\$25,000).” “.2 Prior to commencement of the service, provide evidence of Comprehensive General Liability insurance for an inclusive limit of not less than \$5,000,000 liability for any one occurrence or accident for all claims arising out of bodily injury, property damage, personal injury, and non-owned automobiles. The insurance shall include a deductible no greater than \$50,000 for each claim.” “.3 Add the <i>Client</i> and Colliers Project Leaders Inc. as additional insured with a cross liability clause on the Comprehensive General Liability, and each policy of insurance shall include an undertaking from the insurance company that such insurance shall not be cancelled or reduced in coverage without thirty (30) days prior notice of such cancellation or material change.” “.4 Provide the <i>Client</i> with Certificates of Insurance within thirty (30) days of receipt of notification of acceptance of its offer of services, demonstrating that the required insurance is in full force and effect, and will also obtain and provide to the <i>Client</i> certificates of insurance from each of its <i>Consultants</i> that demonstrate professional liability coverage of not less than \$5,000,000 for each of its <i>Consultants</i> .” “.5 Warrants that all <i>Consultants</i> hired by the <i>Architect</i> for this <i>Project</i> shall be added to the <i>Project</i> policy as named insured.”
SC 11	GC8 Liability of Architect Insert the following after GC8.7: “8.8 The <i>Architect</i> agrees that the <i>Client</i> and its directors, officers, employees, and appointees shall not be liable for any injury (including death) or damage suffered by a director, officer, employee, agent, independent contractor or <i>Consultant</i> of the <i>Architect</i> , or for the loss of or damage to the property of the <i>Architect</i> or of its <i>Consultant</i> , or their respective directors, officers, agents, employees, or independent contractors in any manner based upon, occasioned by or attributable to the professional services, unless the injury, loss or damage is caused by the wrongful or intentional acts, omissions, errors, or negligence of a director, officer, employee or appointee of the <i>Client</i> while acting within the scope of his or her employment. 8.9 The <i>Architect</i> shall indemnify and hold harmless the <i>Client</i> and its agents, appointees, directors, officers and employees from and against claims, demands, losses, expenses, costs, damages, actions, suits or proceedings that arise out of or are attributable to the <i>Architect</i> ’s wrongful or intentional acts, errors, omissions or negligence in relation to or arising out of the contract or in connection with the provision of services or its performance under the contract.”

NO.	TEXT
	GC9 Suspension of Services
SC 12	In GC9.2 delete “twenty-nine (29) days” and replace with “sixty (60) days” and delete “seven (7) days” and replace with “fourteen (14) days”.
	GC9 Suspension of Services
SC 13	In GC9.3.1, delete “seven (7) days” and replace with “fourteen (14) days”.
	GC9 Suspension of Services
SC 14	Delete GC9.3.2 and replace with the following: “.2 if the <i>Architect</i> becomes aware of an action taken by the <i>Client</i> which violates applicable building codes or regulations.”
	GC9 Suspension of Services
SC 15	In GC9.6, insert the following words at the end of the first sentence: “and shall take immediate steps to mitigate any costs or expenses incurred by the <i>Architect</i> after the effective suspension date.”
	GC9 Suspension of Services
SC 16	Delete GC9.7 and replace with the following: “9.7 Suspension expenses are limited to expenses directly attributable to suspension of the <i>Project</i> by the <i>Client</i> for which the <i>Architect</i> is not otherwise compensated, including costs directly attributable to suspending the <i>Architect</i> ’s contractual and employee commitments on account of the suspension, and for which the <i>Architect</i> can provide proof of payment if requested by the <i>Client</i> .”
	Insert the following after GC 9.7:
SC 17	“9.8 At any time before the deemed termination date or as otherwise mutually agreed, the <i>Client</i> may request the resumption of services by the <i>Architect</i> . In such event, the <i>Architect</i> and <i>Client</i> shall agree on the amount of adjustment for the <i>Architect</i> ’s fees for remobilization of staff, personnel, equipment and/or facilities, and the adjustment in the contract time if any as necessary to resume services.”
	GC10 Termination of Services
SC 18	In GC10.4, insert the word “consecutive” after the words “a total of sixty (60)”.
	GC10 Termination of Services
SC 19	Delete GC10.7 and replace with the following: “10.7 Termination expenses are in addition to compensation for the <i>Architect</i> ’s services and include expenses directly attributable to termination for which the <i>Architect</i> is not otherwise compensated but do not include anticipated loss of profit. Termination expenses are payable by the <i>Client</i> only if this contract is terminated through no fault of the <i>Architect</i> .”
	GC11 Payments to the Architect
SC 20	Delete GC11.4.1 in its entirety. Delete GC11.4.2. and replace with the following: “11.4.2 shipping and courier service fees”
	GC11 Payments to the Architect
SC 21	Delete GC11.6.
	GC11 Payments to the Architect
SC 22	Delete GC11.7 and replace with the following:

NO.	TEXT
	"11.7 If the scope of the project is increased or reduced in a manner that changes the effort of the <i>Architect</i> from that defined by the scope of services in Schedule A1 for the originally planned <i>Project</i> , the <i>Architect's</i> fee shall be adjusted as agreed with the <i>Client</i> in accordance with the change in effort and the rates identified in Article A-11 of this contract.
SC 23	GC12 Miscellaneous Conditions Insert the words "provided by the <i>Architect</i> at the <i>Architect's</i> cost" after the words "provision to erect a sign".
	GC13 Other Terms of Contract
SC 24	Insert the following: "13.1 Dispute Resolution .1 The parties shall make all reasonable efforts to resolve a Dispute by amicable negotiations and agree to provide, on a "without prejudice" basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. .2 If the parties have been unable to resolve a Dispute, both parties may agree to the appointment of a mediator in accordance with the latest edition at the date of execution of this contract of the Rules for Mediation and Arbitration of Construction Disputes, CCDC Document 40 (currently 2018 version), to assist the parties to reach agreement. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those Rules amended as follows: .a all references to "the Contract" are to be considered references to this contract, and .b for references in CCDC 40 for Schedule; time; Extension of time period; and termination if no agreement; the time period shall be adjusted from 10 Working Days to 15 calendar days. .3 If the Dispute has not been resolved within 15 calendar days after a mediator was appointed, or within such further period agreed to by the parties, the mediator shall terminate the mediated negotiations by giving written notice. .4 All unresolved Disputes may, upon agreement of the <i>Architect</i> and <i>Client</i> in writing, be referred to and finally resolved by arbitration under the latest edition of the Rules for Mediation and Arbitration of Construction Disputes, CCDC Document 40 as amended as follows: .1 all references to "the Contract" are to be considered references to this contract, and .2 the applicable date referring to Substantial Performance of the Work does not apply. .5 Dispute resolution shall be conducted in the Province of Ontario unless otherwise agreed."
SC 25	Insert the following: "13.2 Confidentiality .1 The <i>Architect</i> and the <i>Architect's</i> employees and <i>Consultants</i> shall not use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of their duties related to this contract, except as is necessary in the proper discharge of those duties. This obligation survives the contract."
SC 26	Insert the following after 13.2.1 .2 All information provided by the <i>Architect</i> is subject to the disclosure and protection provisions of applicable freedom of information and privacy legislation. Such Act allows any person a right of access to records in the <i>Client's</i> custody or control, subject to limited and specific exceptions.
SC 27	Insert the following: "13.3 Conflicts of Interest The <i>Architect</i> and the <i>Architect's</i> employees and <i>Consultants</i> : .1 shall conduct their duties related to this contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties,

NO.	TEXT
	<p>disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question,</p> <p>.2 shall not influence, seek to influence, or otherwise take part in a decision of the <i>Client</i>, knowing that the decision might further their private interests,</p> <p>.3 shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly with the performance of their duties relating to this contract, that causes, or would appear to cause, a conflict or interest, and</p> <p>.4 shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this contract, and if such financial interest is acquired during the term of this contract, the <i>Architect</i> shall promptly declare it to the <i>Client</i>.</p>
SC 28	<p>Insert the following:</p> <p>“13.4 Approvals to Proceed</p> <p>Before proceeding with each phase of the services, the <i>Architect</i> shall obtain the <i>Client’s</i> written approval of the <i>Architect’s</i> deliverables from the preceding phase.</p>
SC 29	<p>Insert the following:</p> <p>“13.5 Limitation of <i>Client’s</i> Liability</p> <p>Notwithstanding anything contained in this agreement to the contrary, the <i>Architect</i> agrees that its rights and remedies under this agreement against the <i>Client</i>, to seek recovery with respect to any obligations or liabilities of the <i>Client</i> arising out of or in any way relating to this agreement shall be limited solely to the partnership assets of the <i>Client</i> and that no property or assets of any individual partner, other than such partner’s interest in the assets of the <i>Client</i>, shall be subject to levy, execution or any other enforcement procedure whatsoever.”</p>
SC 30	<p>Insert the following:</p> <p>“13.6 <i>Architect / Consultant</i></p> <p>The <i>Architect</i> and <i>Client</i> shall each notify the other in writing of any proposed change of <i>Consultant</i> and shall not make such change without the prior written consent of the other Party, which consent shall not be unreasonably withheld.”</p>
SC 31	<p>Insert the following:</p> <p>“13.7 <i>Record Drawings</i></p> <p>13.7.1 The <i>Architect</i> shall prepare <i>Record Drawings</i> and provide an editable copy of the digital files in addition to a PDF copy of the digital files to the <i>Client</i> within 20 working days of the date after it receives the completed as-built drawings prepared by the contractor in a form and condition acceptable to the <i>Architect</i>. Where the as-built drawings are unacceptable, the <i>Architect</i> shall promptly advise the <i>Client</i> and contractor.</p> <p>13.7.2 Unless otherwise agreed in writing, until the completed <i>Record Drawings</i> are submitted to it, the <i>Client</i> will retain an amount from payments to the <i>Architect</i> of \$20,000. Unless otherwise agreed in writing, should the <i>Architect</i> fail to produce completed <i>Record drawings</i> within 60 calendar days of the date it receives acceptable completed as-built drawings prepared by the contractor, the amount retained will be forfeited to the <i>Client</i> for the damages deemed to have been incurred by the <i>Client</i>, and not as a penalty.”</p>

SCHEDULE C1 – TECHNICAL PROPOSAL SUBMISSION FORM

Project 811923.01

Prime Consultant Services for Biindigen Well-Being Centre

Complete this form and include in Section A of the technical Proposal.

1. Proponent:

Name of Proponent:	
Address:	
Phone:	
E-mail:	

2. Confirmation of Proponent's Team

In accordance with the provisions of the Supplementary Conditions, we confirm the following members of the Proponent's team:

Position	Name	Firm
Executive Sponsor		
Design Project Leader		
Design Architect		
Functional Programmer		
Contract Administrator		
Structural Design Leader		
Mechanical Design Leader		
Fire Protection Consultant		
Electrical Design Leader		
Lighting Consultant		
IT, Audio-Visual and Security Consultant		
Civil Design Leader		
Sustainability/Energy Consultant		
Landscape Architect		
Hardware Consultant		
Interior Designer		
Wayfinding & Signage Consultant		

Position	Name	Firm
Building Code Consultant		
FF&E Consultant		
Other:		

3. Disclosures

I/We have disclosed the following:

- a) All personal or business relationships between any person in the Proponent organization with any employee of the Client who makes recommendation concerning the award of the Project contemplated within this RFP,
- b) All personal or business relationships between any employee or immediate relative of an employee of the Client that has any direct, or indirect pecuniary interest, or directorship with respect to the Proponent,
- c) Any matter involving a dispute with a claimed value in excess of \$100,000 which is subject of any current, pending or threatened mediation, arbitration or litigation proceeding,
- d) Any particulars of any proceedings involving the Proponent under the Bankruptcy and Insolvency Act (Canada), the Companies Creditor Arrangement Act (Canada) or similar legislation; and
- e) Any donations of any kind, with a dollar value in excess of \$25,000 directed to the Client.

4. Commitments

I/we commit to:

- a) Advise the Project Manager of any change in the matters requiring disclosure during the RFP process or intended negotiation period.
- b) Providing services necessary to achieve the following milestones:

Milestone	Date
Commencement of Construction:	
Substantial Performance of the Work:	

5. Addenda

This Proposal is based on the RFP and addenda ____ to _____. By submitting a proposal under this RFP, I/we confirm I/we have received all addenda, or to have elected to submit without regard for the addenda. No adjustment to a submission will be permitted after the Closing Date and Time on account of any addenda not received, and the Client will have the right to accept the submission of a Proponent that did not receive all addenda.

Signature

Date

Name

Title

Witness

Date

Name

SCHEDULE C2 – FINANCIAL PROPOSAL SUBMISSION FORM

**Project 811923.01
 Prime Consultant Services for Biindigen Well-Being Centre**

Complete this form and include in financial Proposal file.

Name of Proponent:	
Address:	
Phone:	
E-mail:	

1. Fixed Fee

For the Prime Consultant’s services as detailed in “Request for Proposal – Prime Consultant Services for Biindigen Well-Being Centre”, the fee including all disbursements but excluding HST, shall be:

Total Fixed Fee in numerals:	\$.00
Total Fixed Fee in words:	Dollars and 0 Cents

2. Total Fee Allocation:

The fixed fee will be allocated to the portions of the Project as follows, with the fees for the Prime Consultant’s services associated with the design and construction of all shared components, and the bidding/tendering phases, allocated as per **Section 5.3: Financial Proposal:**

Demolition Phase (DAHC):

Phase	Fixed Fee	% of Fixed Fee
Design/Construction Documents	\$.00	%
Bidding/Tender Phase	\$.00	%
Construction	\$.00	%
Project Close Out	\$.00	%
Total – Demolition		100%

De dwa da dehs nye>s Aboriginal Health Centre Redevelopment (includes McMaster University Department of Family Medicine space):

Phase	Fixed Fee	% of Fixed Fee
Program Phase (overall)	\$.00	%
Phase 1 – 19,000 sq.ft.	-	-
Schematic Design (Block Schematics)	\$.00	%
Design Development (Sketch Plans)	\$.00	%
Construction Documents	\$.00	%
Bidding/Tender Phase	\$.00	%
Construction	\$.00	%
Project Close Out	\$.00	%
Phase 2 – 15,000 sq.ft.	-	-
Schematic Design (Block Schematics)	\$.00	%
Design Development (Sketch Plans)	\$.00	%
Construction Documents	\$.00	%
Bidding/Tender Phase	\$.00	%
Construction	\$.00	%
Project Close Out	\$.00	%
TOTAL – DAHC	\$.00	100%

Niwasa Kendaaswin Teg Redevelopment:

Phase	Fixed Fee	% of Fixed Fee
Program Phase	\$.00	%
Schematic Design	\$.00	%
Design Development	\$.00	%
Construction Documents	\$.00	%
Bidding/Tender Phase	\$.00	%
Construction	\$.00	%
Project Close Out	\$.00	%
TOTAL – Niwasa	\$.00	100%

4. Proponent Signature

Signature

Date

Name

Title

Organization

Witness

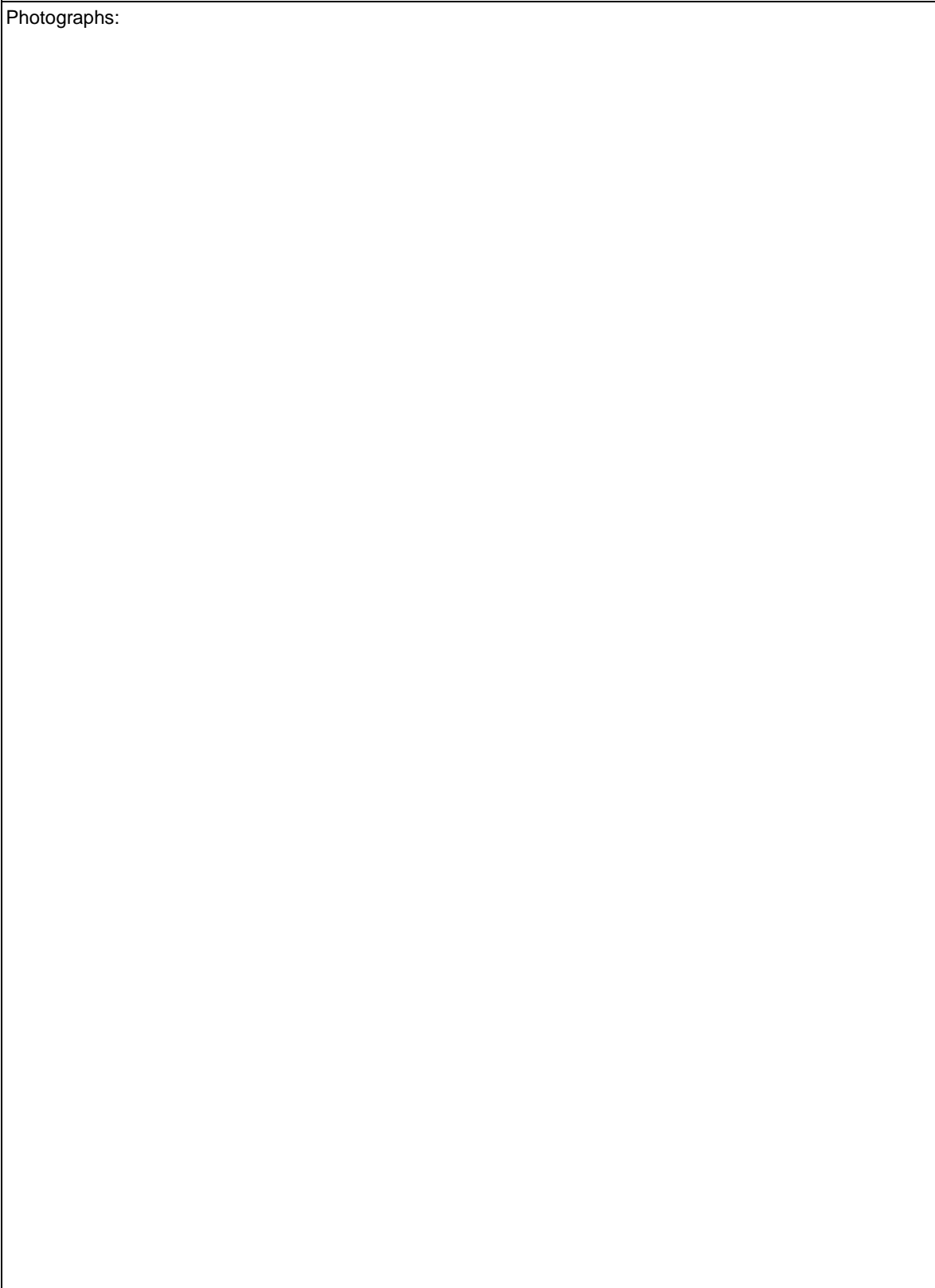
Date

Name

SCHEDULE C3 – REFERENCE PROJECT DETAILS

Project Name	
Client:	
Client Phone No./ Email	
Location:	
Description:	
Total Size (sq. ft. GFA):	
Year Completed:	
LEED Standard or other Energy Performance Targets/Metrics:	
Construction contract type:	
Client approved Total Construction Budget:	
Total Construction Cost at completion:	
Team Members for Architect:	
Sub-Consultant Team members:	
Commentary:	

Content to this point not to exceed 1 page

Project Name	
<p>Photographs:</p> 	

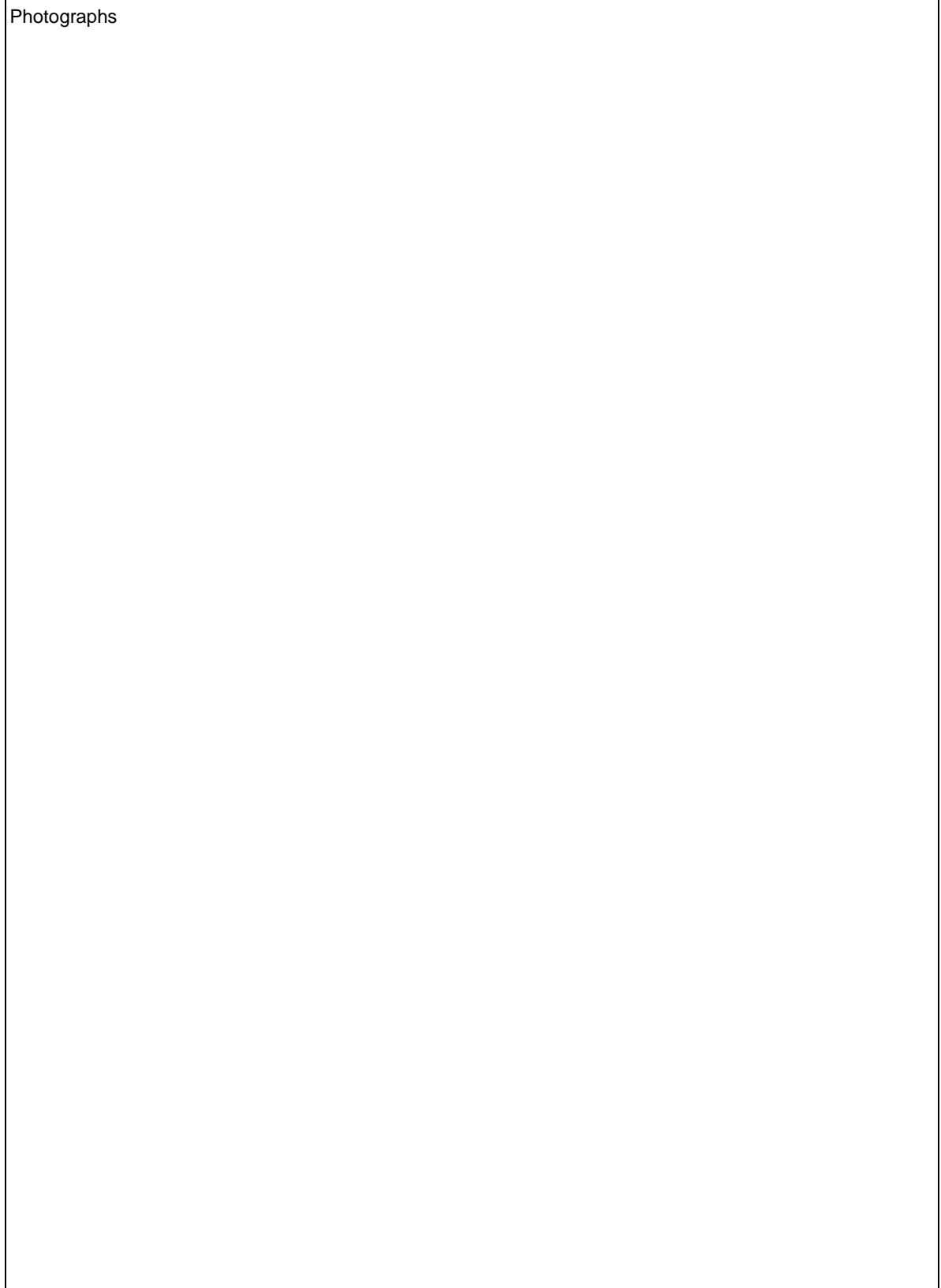
Photographs not to exceed one page

SCHEDULE C4 – REFERENCE PROJECT DETAILS – SAMPLE

Project Name	Company XYZ Headquarters
Client:	Mr. N. E. One, VP Facilities, Company XYZ
Client Phone No./ Email	905-123-4567 – neone@companyxyz.com
Location	Burlington, Ontario
Description:	Renovation of a 25-year-old, 200,000 sq. ft. multi-tenant office building and addition of 200,000 sq. ft. of new construction to create a head office.
Total Size (sq. ft. GFA):	400,000 sq. ft
Year Completed:	2020
LEED Standard:	Gold
Construction contract type:	CCDC2 – Stipulated Sum
Client approved Total Construction Budget:	\$95,000,000
Total Construction Cost at completion:	\$97,000,000
Team Members for Architect:	Ms. Jo Lee (BArch, MRIAC, OAA) Lake Shore Architects – Partner in Charge Mr. Joe Smith (BArch, OAA) Lake Shore Architects – Design Lead
Sub-Consultant Team members:	L. Jones MSc (Peng) Appleby/Walker – Electrical Design Lead N Walker (Peng) Appleby/Walker – Mechanical Design Lead Z. Cloutier (Peng) Appleby/Walker – Structural Design Lead W. Green (LEED AP) Brant & Green – Sustainability Design Lead
<p>Commentary:</p> <p>This project illustrates how effectively our team works together. All members of the Company XYZ Headquarters project team will be assigned to work in the same roles on this project. They have proven their individual capability and their ability to work as a team.</p> <p>This project also illustrates our ability to deliver a complex project tailored explicitly to the Client needs including:</p> <ul style="list-style-type: none"> • Implemented Company XYZ branding including exterior building and site signage, upgraded landscaping, interior brand design elements. This illustrates the sensitivity we will apply to implementing your brand standards. • Developed a flexible interior design layout for office areas with zones for quiet concentrated work and zones for collaboration. The interior was designed to transmit daylight throughout the space and to allow visual connections between staff, while allowing privacy where that was required. This is similar to your requirement to create spaces that will support staff in their daily work. • We designed a wide range of spaces such as staff lunchroom, outdoor patio and barbeque area, library and flexible meeting rooms to support informal connections and development of social and cultural activities. Our team took great pride in the development of these spaces that were key to attracting and retaining young recruits. Your staff retention needs will be different, but the same creativity will be applied. • Converted a multi-tenant office building for use by a single tenant, while retaining the flexibility to convert some floors back to a multi-tenant function in the future if needed to lease out part of the building. This included an extensive review of the building code requirements in both cases and development of alternative plans showing the work required to convert back to a multi-tenant function. It also included consideration of what floors would not be converted to a multi-tenant function. • Upgraded the existing building envelope by adding insulation and vapour barriers inside the solid portions of the building and replacing all windows with modern glazing. 	

Content to this point not to exceed one page

Photographs



Photographs not to exceed one page

SCHEDULE D – INTENT TO PROPOSE FORM AND CONFIDENTIALITY AGREEMENT

Project 811923.01 Prime Consultant Services for Biindigen Well-Being Centre

Please complete this form and e-mail by April 21, 2023 at 5:00:00 pm (EDT) to the Contact Person:

Mackenzie Brown
Project Manager
Colliers Project Leaders Inc.

E-mail:
Mackenzie.Brown@colliersprojectleaders.com

From (*company name*) _____
Address _____

Contact Individual _____
Telephone _____
E-mail _____

By signing and submitting this **Intent to Propose** form:

- I am indicating my intent to submit a Proposal.
- With this form I am submitting a signed copy of the Confidentiality and Non-Disclosure Agreement provided, and once received by the Client I will be provided with the background documents listed in Appendix A.
- I understand that if I do not submit a response, this will not affect our company's status as a potential supplier in the future.
- I also understand that if I do not return this form, our company may not receive any further notices or addenda with regards to this RFP and the Client may not accept a Proposal from our company. It is the sole responsibility for the Proponent to ensure they have received all such notices or addenda.

Signature

Date

Name

Title

Confidentiality and Non-Disclosure Agreement

TO: Biindigen Landowner Partners

1. You hereby agree to the provisions of this Confidentiality and Non-Disclosure Agreement in exchange for receiving information and materials including those documents identified in the RFP (the "Materials") to submit a Proposal in response to a Request for Proposal (the "RFP") for Prime Consultant/Architect for the Biindigen Well-Being Centre.
2. You understand the confidential nature of the RFP and agree to protect the Materials in the same manner as you would your own confidential information, materials and documents, and you shall not disclose the Materials to third parties or use the Materials other than as provided for in this Confidentiality and Non-Disclosure Agreement.
3. You shall only use the Materials for performing your obligations pursuant to this Confidentiality and Non-Disclosure Agreement. The Materials shall be deemed to be proprietary.
4. You shall keep the Materials confidential in perpetuity.
5. You acknowledge and agree you shall only access the Materials for the purposes of evaluating whether to submit a Proposal or preparing and submitting a Proposal in response to the RFP (the "Permitted Purposes").
6. You acknowledge and agree you shall not use the Materials in any manner that may be detrimental to Biindigen Landowners Partners or the Biindigen Well-Being Centre and you will keep the Materials confidential, provided, however, the Materials may be disclosed to your directors, officers, employees or agents who need to know such information for the Permitted Purposes and you will inform them of the confidential nature of such Materials and you will cause them to treat such Materials in the strictest of confidence.
7. In the event that you are requested in any action or proceeding to disclose the Materials or any part thereof, you shall provide us immediate written notice of such requests so that we may seek an appropriate protective order. If, in the absence of a protective order, you are nonetheless compelled to disclose the Materials or any part thereof, such information may be disclosed without liability here under provided that you have given written notice to Biindigen Landowners Partners such disclosure at the earliest possible time it is practicable and you utilize your best efforts to obtain assurances that confidential treatment will be accorded to them.
8. You will be responsible for any breach of this Confidentiality and Non-Disclosure Agreement by your directors, officers, employees, agents, representatives or professional advisors.
9. Upon request, you will promptly redeliver to the Biindigen Landowners Partners all copies of the Materials and, furthermore, will destroy all memoranda, notes and other writings or electronic records prepared by you or your directors, officers, employees or agents based on the Materials.
10. The Materials do not include information which becomes generally available to the public (other than as a result of its disclosure by you or your representatives) or becomes available to you on a non-confidential basis from a source other than Biindigen Landowners Partners, provided that such source is not bound by a confidentiality or non-disclosure agreement with Biindigen Landowners Partners.

11. You further agree that money damages would not be a sufficient remedy for any breach of this Confidentiality and Non-Disclosure Agreement by you or your directors, officers employees or agents, and in addition to all other remedies, we shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach, and you further agree to waive and to use your best efforts to cause your directors, officers, employers or agents to waive any requirement for the securing or posting of any bond in connection with such remedy.
12. No failure or delay by Biindigen Landowners Partners in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.
13. This Confidentiality and Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable herein.

By signing below, you certify you have read and understand the terms and conditions of this Confidentiality and Non-Disclosure Agreement and expressly represent and warrant you have the authority to execute this Confidentiality and Non-Disclosure Agreement.

Dated the ____ day of _____, 2023.

Name:

Title:

APPENDIX A – CLIENT PROVIDED DOCUMENTS

1. Biindigen Well-Being Centre Conceptual Plan Communication Material (2020)
2. Original Conceptual Drawings/Renderings
3. MTE Consultants 2021 – DAHC Geotechnical Investigation Report
4. MTE Ontario Land Surveyors Ltd. 2021 – Plan of Survey 48746-200-SR1 (Mark-Up)
5. City of Hamilton Existing Water and Wastewater Servicing Mapping (Mark-Up of Lands for Transfer from City of Hamilton to Biindigen Landowner Partners)

Note: Proponents are required to sign and submit **Schedule D – Intent to Propose Form and Confidentiality Agreement** by the date and time specified on Schedule D, after which time the background documents listed above will be provided.

APPENDIX B – REFERENCE DOCUMENTS

1. Ontario Ministry of Health CHCP Technical Submission Checklists – Stages 3.1 to 3.4
2. Ontario Ministry of Education Planning and Design Guidelines for Licensed Child Care Centres (2022)
3. Ontario Ministry of Education Child Care Centre Licensing Manual (2019)
4. Ontario Ministry of Education Licensed Child Care Centre – Floor, Site & Playground Plan Checklist (2016)
5. City of Hamilton – Urban Design Report and Design Review Panel Summary and Response (DRAFT)