

RFP # 2425-218

General Contractor for Princess Margaret Cancer Centre, Stem Cell Transplant 2, Outpatient Project

Addendum # 4

Date: September 12, 2024

Number of pages including cover page: 3

Following information is published in reference to the above procurement opportunity dated August 15, 2024

We would like to provide following updates and clarifications to the RFP.

PART-A. REVISED RFP TIMELINE

The RFP timeline has been revised as per schedule mentioned below:

Event	Current Schedule	Revised Schedule
Deadline for Proponent Questions	September 5, 2024, 2:00 PM ET	September 13, 2024.
Addenda Deadline	September 12, 2024.	September 19, 2024.
RFSQ Second Stage Process Submission Closing Time	September 19, 2024, 2:00 PM ET	2:00pm ET September 26, 2024.

PART-B. UPDATED MANDATORY SUBMISSION REQUIREMENTS

The mandatory qualification requirements have been updated with a **new requirement** which includes the **Submission of current Resumes of the assigned Project Manager and Site Superintendent.** The complete mandatory requirement list has been reproduced below for reference and compliance.

Description	Points	Weighting
Mandatory Requirements		
1. Submission of signed Declaration. Must not include pricing.	Pass / Fail	N/A
2. Submission of Bid Bond (10% of the bid value)	Pass / Fail	N/A
3. Submission of Consent of Surety (50% Performance Bond, 50% Labour and Material Bond)	Pass / Fail	N/A

Description	Points	Weighting
4. Submission of Certificate of Insurance issued by the Insurance Broker (for \$15 Million)	Pass / Fail	N/A
5. Submission of Preliminary Construction Schedule	Pass / Fail	N/A
6. Separate Submission of Price Exhibit (<i>see the note below</i>)	Pass / Fail	N/A
7. Attendance at Mandatory Site Visit	Pass / Fail	N/A
8. Submission of current Resumes of the assigned Project Manager and Site Superintendent	Pass / Fail	N/A

PART-C PROPONENT CLARIFICATIONS

1. (6). RFI from Insurance Provider - Does owner require 12 months or 24 months completed operations on the project-specific coverage General Liability (which is Wrap-up) for this project.

Response: General liability insurance shall be maintained until one year from the date of Ready-for – Takeover. Please refer to UHN CCDC2 supplementary conditions GC11 for further details

2. (108) Supplementary Conditions: GC 11.1 INSURANCE (i) deleted the first 3 lines of CCDC 2 GC 11.1.1 indicated the Owner will be responsible to take out All Risks Builders Risk insurance but does not confirm that they will also be removing the Contractor requirement to place Boiler & Machinery Coverage. As these usually are purchased together, can the owner confirm that they will also be responsible for Boiler Coverage, and it will not be the Contractor's responsibility?

Response: Section GC 11.1.1.5 remains valid, requiring the contractor to provide Boiler and Machinery insurance. The Contractor shall provide, maintain and pay for the following insurance coverages:

(.5) Boiler and machinery insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors.

3. (109) Supplementary Conditions: GC 11.1 INSURANCE (vi) clarifies the Pollution Liability requirement and amends the coverage to “limits dedicated to the Project”. However, a project-specific \$5M Contractor's Pollution Liability policy will come at an additional premium charge outside the contractor's annual insurance policies. Can the owner confirm if our annual operational CPL policy, which covers Pollution Liability policy, is acceptable. Please review and confirm.

Response: The contractor's existing insurance needs to cover the conditions outlined in GC 11.1.1.8. If the following conditions are not being met through the existing policy, the contractor will need to take out additional/separate insurance at their own cost.

The Contractor's Pollution Liability insurance should:

1) provide complete operations coverage, naming

The Owner and the Consultant, Subcontractors and their trades, as additional insureds and the insurance will have a retroactive date before the commencement of the Work.

2) remain in effect for 3 years after Ready-for-Takeover.

- 3) have an aggregate limit of \$5,000,000 dedicated to the Project, with per occurrence limit of no less than \$5,000,000. Please note this – if the entirety of their existing policy is dedicated to this one project, the contractor will not be able to apply the same policy elsewhere.
- 4) cover third-party injury (including personal and bodily injury and death) and property damage claims, and including medical payments, cleanup costs and loss of use, as a result of pollution conditions arising from the Work
- 5) provide coverage for fungi, spores, asbestos

4 (150) We have had multiple requests from suppliers for an extension. We respectfully request another 3 weeks extension to the closing date.

Response: Tender closing extended to September 26, please see Part-A in Addendum #4 for the revised schedule.

5 (184) As we require an additional time to price this tender, we would really appreciate an extension of closing date to September 26th.

Response: Tender closing extended to September 26, please see Part-A in Addendum #4 for the revised schedule.

6 (186) We request a commercial confidential meeting prior to the RFI deadline with the Owner to discuss the contract terms and supplemental conditions provided in the tender documents. As currently written, there are elements of the supplemental conditions that have the potential to significantly increase the project costs. We believe through conversation, there is the opportunity to balance the contractual needs of the Owner with a controlled risk profile for the Contractor and Subcontractors.

Response: Request for a commercial confidential meeting with the owner can not be granted. The Proponents are requested to carefully review the tender package including the UHN Supplementary General Conditions, and ensure that the bids are in compliance with the requirements stated there in. To reiterate our previous statements in the tender - bids with conditions, qualifications, alterations / substitutions, unsolicited alternatives or options will be disqualified.

PART-D. ADDENDUM AND UPDATES FROM THE CONSULTANT TEAM

Please refer to the attached documents for details.

Consultant Addendum-3 2024-09-11_R1.pdf

PART-E. SITE VISIT SIGN-IN SHEET

Please refer to the attached attendance register for GCs and M&E Contractors.

Site Visit Attendance Register - GC and M&E.pdf

END OF ADDENDUM