

1.1. TENDER CLOSING DATE AND BID SUBMISSION

.1 The Tender will close on:

MARCH 12 AT 03:00:00 P.M. EST

.2 Submit Bid Form – day of close bid(s) electronically via Projectmates.

.3 Submit ALL applicable APPENDICIES electronically via Projectmates within 24 hours of tender closing.

1.2 PROJECTMATES

Trinity is now managing all of its projects within a cloud-based project management system called Projectmates including all pay applications. This letter contains important information regarding Projectmates and your role and requirements.

Projectmates is a cloud-based owner-centric project management system designed to provide oversight and management of a project from inception to completion. This solution will allow our internal teams and external vendors to engage, collaborate, access manage ALL Trinity project related documentation (RFI's, Submittals, Meeting Minutes) and financial management (submitting invoicing, accessing contracts and commitments and Change Orders) workflow using one, central cloud-based platform. Please visit this link to see a short demo: <https://www.projectmates.com/>.

USER LICENSE & TRAINING

Upon award and of a project contract, your company representative(s) agrees to purchase said license within 10 days of the award letter date. Your company's Projectmates license(s) and training are to be made directly between you and Projectmates. Trinity is not involved in the billing or coordination of user licenses and training.

Extensive training and support resources are available to you in the form of webinar training, vendor user guide, topic specific help videos (within the Projectmates System) as well as phone and email contacts to address and assist you with all questions and technical troubleshooting.

Please contact Projectmates directly to purchase your company user license and schedule training:

Projectmates/Systemates, Inc.
Nicole Countryman, Director of Sales
nicole.countryman@systemates.com
214.217.4100 x117

PROJECT DOCUMENT MANAGEMENT:

Vendors will use Projectmates project modules to submit and process the following but not limited to:

Tender's, Contracts and Commitments, Drawings and Investigative, Reports, RFI's, Submittals, General Contractor Field Reports and Meeting Minutes, Consultant Field Reports, Closeout Documents, Request for Qualification, Request for Quote, Change Directives, Change Orders, Photo Management, Deficiency/Punchlist Item management.

FINANCIAL MANAGEMENT:

Commitments (Contracts & Purchase Orders)

- Please note that *Projectmates* does not use the term "Purchase Order". *Projectmates* uses the term Contracts (standard CCDC2 construction contracts) & Contract Number (formally known as Purchase Order). Trinity has adopted the use of this term.
- ALL Invoices will be submitted and processed through *Projectmates*.
- ALL Progress Draws & Change Orders for the projects noted above will be submitted to and processed through *Projectmates*.

ASSISTANCE FOR LICENSED USERS

Note ALL technical and IT related issues are handled by Projectmates directly. Please contact the following Trinity staff should you require non-technical assistance:

- Technical difficulties, contact *Projectmates* customer service at: support@systemates.com or 1+ (214) 217-4100 Ext. 2
- Entering Invoices, please contact Christine Zalazar at czalazar@trinity-group.com or by phone at 416-255-8800 Ext.232
- Entering Change Orders and Pay Applications, please contact the Project Manager(s) via email and CC Karoline Zdravkovic at kzdravkovic@trinity-group.com

1.3. DRAWINGS AND SPECIFICATIONS

- .1 Refer to the 'List of Drawings' on the drawing's Cover Sheet issued in the tender package for a complete list of drawings and specifications issued for tender. Please ensure that drawings and specifications listed are received. Inform the Owner immediately of any errors or omissions of any drawings or specifications.

1.4. ENQUIRIES

- .1 In the event that a bidder discovers discrepancies, omissions, or ambiguities, or has concern that the materials and methods specified or designed will not provide an installation that meets the requirements of the intended work, the bidder shall notify the Architect and

Consultant(s) in writing via email to the contacts below, with copies to the Owner prior to the tender closing date to obtain written clarification.

1. Direct enquiries during the bidding period to the Consultant:

PRIME CONSULTANT
Petroff Partnership Architects
Tel: 905-470-7000

Attn: Mr. Tom Garzelli, Associate
Email: tgarzelli@petroff.com

CC: TRINITY PROJECT MANAGER
Email: Colm Sharkey - csharkey@trinity-group.com

If necessary, the Owner/Consultant(s) may choose to issue a written addendum in order to clarify items or changes to the tender documents. Addenda issued during or after the tendering period shall form part of the tender bid documents. No verbal interpretation made by the Owner or the Consultant(s) will modify any aspect of the contract drawings, specifications or documents.

1.5. EXAMINATION OF SITE, SITE CONDITIONS AND COORDINATION

The Bidders may visit the site of the Work before submitting a tender and will make their own determination of the facilities and difficulties that may be encountered and of the nature of the subsurface conditions. Failing to do so does not relieve the contractor from their responsibility in providing a complete bid proposal.

- .1 Bidders shall not claim at any time after submission of the tender that there was any misunderstanding of the terms and conditions of the contract related to site conditions.

1.6. GEOTECHNICAL INVESTIGATIONS AND REPORTS

- .1 Refer to the following Geotechnical reports as attached to the back of the bid documents under Document 00 31 00 - Available Project Information.

Bidders shall make their own interpretations of the information and opinions expressed in such report, particularly with respect to the implications of the site geotechnical conditions on their ability to perform, in the timeframe specified, the work of the contract for which the tender is being submitted.

- .2 The Owner does not warrant or make any representation with respect to interpretations of data or opinions expressed in any geotechnical report available for the perusal of the Contractor, whether or not such report is included as part of the contract documents.
- .3 Where the Owner has provided geotechnical reports, the users of this information and of the interpretations contained therein shall satisfy themselves as to the nature and specifics of the geotechnical conditions as relating to their needs and, if such information and interpretations are insufficient to satisfy such needs, shall carry out their own investigations.

1.7. SECURITY DOCUMENTS

- .1 Each bidder will submit an agreement to bond or surety's consent issued by a surety licensed to conduct surety and insurance business in Canada undertaking to provide a fifty percent (50%) performance bond and a fifty percent (50%) labour & material payment bond, to be delivered to the Owner if the bidder is awarded the Contract. The agreement to bond / surety's consent shall remain valid for at least the duration of the Irrevocability Period of the Work of this Project.
- .2 Bid Submissions that do not include the specified Security Documents, or include Security Documents that require the Owner to furnish evidence that financing has been committed for the Project, will be declared non-compliant.

1.8. RIGHT TO ACCEPT OR REJECT TENDERS / SUBCONTRACTORS

- .1 The Owner reserves the right to reject any or all tenders or to accept any tender. In particular, if only one tender is received, the Owner reserves the right to reject it.
- .2 Bids will not be considered unless the names of all Subcontractors whose prices have been included in the bid total are listed in the spaces provided on the 'Bid Form' and sent to the Owner, electronically via ProjectMates, within a 24 hour period of the tender closing.
- .3 Each Bidder is advised that after receipt of the bids and prior to award of a Contract, any bidder may be required to submit additional information to the Owner to clarify any matters relating to the Bidder or to the submitted bid, including but not limited to a further breakdown of relevant components of the Bid Price.
- .4 The Owner may, in its discretion, choose to meet with any or all of the Bidders to discuss any aspects of their bids that the Owner determines require such clarification.
- .5 In particular, the Owner reserves both the right to reject a tender from any person or corporation with whom the Owner is in litigation, and the right to prevent such person or corporation from performing any supply or sub-contract function on this project.
- .6 By submitting a tender, the Bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Owner by reason of the Owner's rejection of its bid or all bids.

1.9. TENDER LEFT OPEN

- .1 The Bidder shall keep its tender price open for acceptance for 90 days after submission.

1.10. WORKPLACE SAFETY AND INSURANCE

- .1 Prior to execution of the contract documents, the successful Bidder shall provide to the Owner a letter from the Provincial Workplace Safety and Insurance Board stating that all assessments have been paid and that the Contractor is in good standing with the Workplace Safety and Insurance Board.
- .2 The Contractor shall name MONTRIN PORTIA GP INC. and any other party requested by the Owner as additional insured. The Contractor must provide insurance in accordance with CCDC 2 2008 and GC 11.1 insurance.

- .3 The Contractor will take all measures required by The Ministry of Labour in order to be named "Constructor". Prior to the commencement of work on site, the Contractor is to submit the executed Notice of Project to the Owner's representative.
- .4 The Contractor will observe and enforce all construction safety measures, as contained in the requirements of Provincial Government and local Municipal Statutes and Authorities.

1.11. CONTRACT

- .1 MONTRIN PORTIA GP INC shall sign and administer the construction contract with the successful Contractor.
- .2 The contract and general conditions will be in the most current form of CCDC 2 2008. There will be no payment for materials delivered to the site but not installed.

There will be no partial releases of Lien Holdback. Also refer to Document 00 80 00 Supplementary General Conditions included in this package.

1.11. TIME

- .1 Time is of the essence of this contract.
- .2 The successful bidder will be required to complete the Project in accordance with Section 5.0 SCHEDULE MILESTONE DATES in Document 00 01 09 Bid Form – SITEWORKS.

The Contractor shall diligently execute the work of this contract to completion on or before the completion date or the expiration of the working days, as the case may be, stipulated in the form of tender.
- .3 If the time limit specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

1.12. CASH FLOW & SCHEDULE

- .1 The Contractor shall issue **within two (2) weeks** of award letter to Trinity Development Group the following:
 - 1. Construction Schedule (as per key dates in section 5.0 Schedule Milestone Dates (Doc.00 01 09).
 - 2. Cash Flow

1.13. SITE SIGNAGE

Contractor company signage requirements and limitations:

1. Contractor will display one (1) sign on site.
2. Sign dimensions will be limited to 24" x 36".
3. Sign location (placement) and graphics will be confirmed and approved by Trinity Project Manager prior to installation.
4. Sign shall not interfere with visibility or sightlines of development leasing sign(s).

1.14. CLAIMS FOR EXTRA COSTS

- .1 The Contractor shall provide written Notice of Intent to Claim with seven (7) days of the commencement of any Work which may be affected by the situation. No payments will be made for Work the Owner is not made aware of.
- .2 No compensation will be paid by the Owner for construction equipment or materials of work stolen, lost, damaged/destroyed or delivered to site but not used.
- .3 Claims for extra work must be submitted within 30 days of the completion of the work. Failure to do so will result in the contractor assuming responsibility for those costs.
- .4 No claims for extra work will be acknowledged or paid by the owner following 90 days from substantial performance.

1.15. CLAIMS FOR CREDIT CHANGE ORDERS

- .5 The Contractor shall provide written Credit Change Notice within seven (7) days of Work stoppage which may be affected by the situation. No payments will be made for Work the Owner is not made aware of.
- .6 No compensation will be paid by the Owner for construction equipment or materials of work stolen, lost, damaged/destroyed or delivered to site but not used.
- .7 Credits for work deleted under this contract shall be negotiated on a case by case scenario. In no way shall a credit be less than the cost being charged for claims extra costs including but not limited to materials, labor, overhead and profit.

1.16. UTILITIES

1. The Contractor shall make all necessary arrangements with utilities providers including but not limited to, natural gas, water, electricity, telephone lines and cable.
2. The Contractor shall pay all charges and perform all necessary work for a complete installation including metering and associated accounts.
3. Utility account(s) is to be set-up in the Contractors name and transferred to owner name at Substantial Performance.

1.17. FINAL PAYMENT

- .1 Final payment will not be made to the Contractor until the following conditions are met over and above the requirements outlined in CCDC 2 2008 and GC 11.1 insurance:
 1. The Work outlined in the contract documents is deemed to be free of deficiencies by the Consultant and the Owner.
 2. All of the applicable forms of release have been signed by the Property Owner(s) and received by the Contract Administrator.

END OF SECTION