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March 30, 2017

File: 4079-001

DELIVERED

**Ms. Carol Kaustinen**  
10th floor, West Tower, City Hall  
100 Queen St W  
Toronto ON M5H 2N2

Madam Clerk:

**Re: ITEM GM19.12**

Please find enclosed correspondence with respect to Item GM19.12 Temporary Suspension of Four Seasons Site Development Inc.

Sincerely,  
Affleck Greene McMurtry LLP

A handwritten signature in black ink, appearing to read "Michael Binetti". The signature is written over the printed name of the sender.

Michael Binetti  
MIB/id  
Encl.

cc: Members of Government Management Committee

## GM20.7.1

Full Document on file with City  
Clerk's Office - View Full Document  
at

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2017.GM20.7>

## EXECUTIVE SUMMARY

Four Seasons Site Development Inc. (“Four Seasons”) has been improperly suspended from bidding on City construction contracts for six months. Suspending Four Seasons from bidding on City contracts is a grossly disproportionate and unfair penalty in light of Four Seasons’ track record of success.

As a result of public concern over project delays for which the City was responsible, the City sought to terminate its relationship with Four Seasons. In order to achieve this, it needed two contractor performance evaluation (“CPE”) scores below 2.5. The City issued an improper and unsubstantiated CPE with a score below 2.5 on the College Street project. In particular,

- The City admitted that project delays were caused by circumstances beyond the control of Four Seasons, namely, upon the discovery of hazardous waste in the construction zone, yet it improperly refused to accept amended project schedules and traffic plans, thereby preventing Four Seasons from meeting project milestones (Affidavit of Rohit Bansal at paras 48, 70);
- The City attempted to coerce Four Seasons into covering-up the environmental damage without properly remediating the site, and threatened default when Four Seasons objected to doing so; the city would ultimately get approval from the TSSA to remediate the site, which substantiates the cautious approach that Four Seasons was trying to take (Affidavit of Rohit Bansal at paras 32-44);
- The City refused to accept traffic and pedestrian plans enabling Four Seasons as to comply with a Ministry of Labour order for safe access of adjoining properties (Affidavit of Rohit Bansal at paras 20-24);
- The City failed to properly investigate false allegations of Four Seasons’ workers behaviour by members of the public (Affidavit of Rohit Bansal at paras 25-26);

- The City wrongly reported that Four Seasons was disorganized, uncooperative and uncommunicative and has provided no basis for these claims (Affidavit of Rohit Bansal at para 102);
- The City failed to make additional replacement TTC buses available in the event of unforeseen circumstances;
- The City incorrectly reported that there would be no financial impact from Four Seasons' suspension, when in fact as Four Seasons' bids are an average of 23% less than the next closest bidder, resulting in a savings to the City of approximately \$13 million in the last 3 years.

In order to achieve a suspension of Four Seasons, the City concocted a prior-dated but never disclosed second evaluation of Four Seasons with another low score on the Shuter Street project. However, the person who conducted that CPE is unavailable and on leave, and many of the items on the newly disclosed evaluation were not raised in a later-dated evaluation.

The City has acted in bad faith by issuing two improper and unsubstantiated CPEs, one of which was issued under suspicious circumstances, and has held Four Seasons to an impossible standard with regard to minor deficiencies. A suspension of Four Seasons on the basis of these unfounded CPEs is an excessive and undue penalty, particularly given that Four Seasons is currently the contractor on five other City construction contracts with which the City has raised no issue.

# **TAB 1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(DIVISIONAL COURT)**

**BETWEEN:**

**FOUR SEASONS SITE DEVELOPMENT LTD.**

**Applicant**

**and**

**CITY OF TORONTO**

**Respondent**

**APPLICATION UNDER THE *JUDICIAL REVIEW PROCEDURE ACT*, R.S.O. 1990, c. J.1**

**AFFIDAVIT**

**I, Rohit Bansal, of the City of Richmond Hill, MAKE OATH AND SAY:**

1. I am the Chief Operating Officer of the Applicant in this proceeding, and as such, have knowledge of the matters contained in this affidavit.
2. Four Seasons Site Development Ltd. ("Four Seasons") is a construction company with its head office located in Brampton, Ontario. A significant portion of its business is derived from participating in construction tenders from the City of Toronto (the "City").
3. The City awards construction tenders in accordance with the procedure set out in chapter 195 of the Municipal Code. A construction contract is generally awarded to the company whose proposal represents the best value to the City, which is generally the lowest cost bid meeting technical specifications without any material contract negotiations.

4. Four Seasons has been awarded several City construction contracts over the years. As a result, today, 25% of Four Seasons' business is derived from City construction contracts, representing a significant part of its current business. Moreover, Four Seasons is currently working on five other City construction contracts, on which the City takes no issue.

5. In 2016, Four Seasons was awarded two construction contracts through the City's contract tendering process, one in the vicinity of College Street and one in the vicinity of Shuter Street.

6. I describe below Four Season's dealings with the City of Toronto in respect of projects on College Street and Shuter Street, each section by and large in chronological order.

#### **PART I - THE COLLEGE PROJECT**

7. On or about April 14, 2016, the City of Toronto (hereafter the "City") issued a tender call for an infrastructure project on College Street, between Shaw Street and Havelock Street, in the City of Toronto, identified by Tender Call No. 144-2016 (hereafter the "College Project").

8. Specifically, the College Project included sidewalk construction, streetscape improvements, tree trenches and construction of parkettes on College Street and side streets between Shaw Street and Havelock Street.

9. On or about May 2, 2016, the call for tenders closed. Four Seasons submitted a bid on the College Project. Four Seasons was the lowest bid on the College Project.

10. On or about June 1, 2016, the City convened a bid committee meeting, and awarded the contract for the College Project to Four Seasons (the "College Contract"). The College Contract was identified by contract number 16ECS-TI-11SP, and was made up of various documents, including the General Conditions of Contract and the Special Conditions of Contract. Attached

hereto at Exhibit A is a copy of the Bid Committee Contract Award dated June 1, 2016. Attached hereto at Exhibit B is a copy of the General Conditions of the College Contract (the "General Conditions"). Attached hereto at Exhibit C is a copy of the Specific Conditions of the College Contract (the "Specific Conditions"). Attached hereto at Exhibit D is an excerpt from the Special Specifications of the College Contract (the "Special Specifications").

11. On or about June 9, 2016, a pre-construction meeting was convened at Metro Hall. Representatives from the City, the College Street BIA, the Toronto Transit Commission, the YMCA, the PMA, and Four Seasons were in attendance. The scope of work to be completed on the College Project was discussed, as well as pre-construction deliverables and project benchmarks. The parties verbally agreed that the TTC would suspend streetcar service in the construction zone for the duration of the project. Attached hereto at Exhibit E is a copy of the meeting minutes dated June 9, 2016.

12. On or about June 23, 2016, the City issued an official Order to Commence Work on the College Project to Four Seasons, indicating that construction was to commence on June 27, 2016 and be completed by October 21, 2016. Attached hereto at Exhibit F is a copy of the Order to Commence Work letter dated June 23, 2016.

13. On or about June 24, 2016, the City issued a Temporary Street Occupation Permit to Four Seasons for the purpose of carrying out the College Contract. The permit was effective from June 27, 2016 to November 30, 2016, on College Street at Havelock Street to Shaw Street in Toronto. Attached hereto at Exhibit G is a copy of the Temporary Street Occupation Permit dated June 24, 2016.

**A. THE UTILITY LOCATES**

14. Four Seasons was prepared to commence work on June 27, 2016.

15. However, pursuant to the terms of the contract, Four Seasons could not start construction on the College Project until the necessary utility locates were received from the utility service providers. Although Four Seasons requested the utility locates on June 6, 2016, it still had not received them as of June 24, 2016.

16. On or about June 24, 2016, Four Seasons notified the City of the absence of utility locates, and advised that the start of construction on the College Project would therefore be delayed. Attached hereto at Exhibit H is a copy of correspondence exchanged between myself, Marco Marrone and Shahid Virk, dated June 24, 2016 to June 28, 2016, regarding the absence of utility locates.

17. On or about July 4, 2016, Four Seasons obtained the partial utility locates necessary to commence construction.

18. On or about July 6, 2016, Four Seasons started construction on the College Project.

19. On or about August 8, 2016, Four Seasons provided the City with a revised project schedule, indicating the construction start date of July 6, 2016 and new completion date of December 16, 2016, as a result of the delay in receiving the utility locates. The City accepted the revised schedule. Attached hereto at Exhibit I is a copy of the revised project schedule dated August 8, 2016.

**B. THE MINISTRY OF LABOUR ORDER AND ALLEGED PEDESTRIAN ACCESS ISSUES**



20. On or about August 5, 2016, the Ontario Ministry of Labour (the "MOL") attended at the College Project site to conduct an inspection. The MOL found that, given the danger associated with the concrete forming activities underway at the at the project site, the combination of traffic cones and caution tape dividing the project site from the public way was insufficient to provide protection to a person using a public way, pursuant to s. 65 of the Ontario *Occupational Health and Safety Act (OHS)* regulations. The MOL ordered that Four Seasons install a sturdy fence at least 1.8m in height between the public way and the project site, and comply by August 12, 2016 (the "MOL Order"). Attached hereto at Exhibit J is a copy of the MOL Field Visit Report dated August 5, 2016.

21. On or about August 11, 2016, Four Seasons met with MOL inspectors and City representatives to discuss the proposed procedures for public protection. It was agreed that the MOL Order required that no members of the public were permitted to enter the work zone at any time. It was also agreed that Four Seasons would temporarily block access to properties on College Street with a 1.8m high fence during moving operations such as excavation, grading and concrete works. Fencing would be dismantled and re-erected when members of the public sought access and egress. Four Seasons would distribute advance notice to affected residents. Attached hereto at Exhibit K are the meeting minutes dated August 11, 2016, and a series of emails exchanged among City employees on August 12, 2016 regarding the meeting minutes. Attached hereto at Exhibit L is the Procedure for Public Protection implemented at the College Project.

22. The fencing was implemented by August 12, 2016 in accordance with the proposal discussed on August 11, 2016 and in accordance with the MOL Order. Attached hereto at Exhibit M is a copy of the Notice of Compliance dated August 12, 2016 completed by Four Seasons.

Attached hereto at Exhibit N is the MOL Field Visit Report dated August 15, 2016 indicating compliance with the MOL Order.

23. On or about August 18, 2016, and notwithstanding the fact that the City agreed with and participated in the decisions made with respect to the fencing required by the MOL described above, the City nevertheless issued a Notice of Default to Four Seasons on the basis that the fencing installed pursuant to the MOL Order was restricting pedestrian access to properties abutting the project site contrary to s. 7.07 of the General Conditions (to provide safe and adequate pedestrian and vehicular access to any and all properties adjoining the working area at all times and at no extra cost to the City). The City issued a written notice of default pursuant to s. 4.06 of the General Conditions and improperly demanded that Four Seasons correct the default by noon of the same day, which was contrary to the 5 working days' notice provided for under s. 4.06 and s. 4.07. Section 4.07 specifically gives Four Seasons the right to correct defaults within 5 working days following the receipt of a notice. Attached hereto at Exhibit O is the Notice of Default issued by the City and dated August 18, 2016.

24. On or about August 23, 2016, Four Seasons replied to the Notice of Default, indicating that it was legally obligated to comply with MOL Order, and that it was impossible to comply with both the MOL Order and s. 7.07 of General Conditions. Four Seasons took the position that, as a result of the MOL Order, s. 7.07 of the General Conditions was unenforceable. Four Seasons further stated that if the City could not provide a workable solution to the conflict, then it would suggest that a meeting be held with representatives of the MOL, the City and Four Seasons to determine if there could be a resolution to the impasse. Attached hereto at Exhibit P is Four Seasons' reply to the Notice of Default dated August 23, 2016.

**C. REPORTS OF WORKPLACE HARASSMENT AND VANDALISM**

25. On or about September 7, 2016, two separate incidents of workplace violence occurred at the College Project. The first involved a verbal altercation between employees of a Four Seasons subcontractor and an area resident who was prevented from entering the construction zone because of the fencing ordered by the MOL. Four Seasons' investigation revealed that the resident was belligerent and forceful towards the workers, and that the workers acted professionally and cordially towards the resident. The investigation report indicated that, in the event of a similar incident occurring, workers were instructed not engage with the individual and to report the incident to their superiors. The second incident involved an area resident placing nails under the tires of several worker vehicles. The incident was captured on video camera. Workers were instructed to report further incidents of vandalism to the local authorities. The matter was reported to the City along with the videos, and Four Seasons requested that the City communicate with its stakeholders and provide Four Seasons' employees a safe work environment. No response was ever received from the City. Attached hereto at Exhibit Q is an email from Rohit Bansal to the City dated September 8, 2016, and enclosed Incident Investigation Report relating to both incidents occurring on September 7, 2016.

26. No further incidents of workplace harassment or vandalism were reported.

**D. DIESEL CONTAMINANTS**

27. On or about July 18, 2016, during the course of excavations, Four Seasons discovered an abandoned diesel tank buried in the soil in the vicinity of 952 College Street (the "Diesel Tank"). Attached hereto at Exhibit Error! Reference source not found., Event #9, is a Delay Log entry regarding the discovery of the Diesel Tank.

28. On or about August 17, 2016, Four Seasons found diesel contaminants in the soil in the vicinity of 820 College Street.

29. As a result of the contaminants, the City issued a Change Directive pursuant to General Condition 3.17 of the College Contract. The Change Directive permitted Four Seasons to proceed with excavating the contaminants from the soil at 820 College Street ("Change Directive #17"). Attached hereto at Exhibit R is Change Directive #17 issued on August 30, 2016.

30. On or about September 6, 2016, a subcontractor of Four Seasons attended at 820 College Street to excavate the diesel contaminants pursuant to Change Directive No. 17. I am advised by Lorenzo Sabbadin, Four Seasons' site supervisor, and believe that upon completion of the excavation process, a strong odor of diesel fuel remained and there was a sheen on the surface of the soil indicative of diesel fuel. Mr. Sabbadin called Danny Bajit, an employee of the City, and sought instructions as to how to proceed. Mr. Bajit instructed Mr. Sabbadin to stop the excavation. The City then arranged for Amec Foster Wheeler ("Amec"), an engineering firm, to attend at the site the next day to conduct an environmental assessment.

31. I am advised by Mr. Sabbadin and believe that, on or about September 7, 2016, an Amec technician attended at 820 College Street to inspect the excavation. The Amec technician also noted a strong odor of diesel, and a sheen on the surface of the soil. The Amec technician advised that further investigations would be required, and that he would be sending his report and recommendation to the City.

32. On or about September 6, 2016, the City instructed Four Seasons to cordon off the Diesel Tank in compliance with the safety requirements and to move forward with the remainder project. Notwithstanding the environmental and safety concerns relating to the Diesel Tank issue, the City

took the position that the work should continue. Attached hereto at page 7 of Exhibit S is the email from the City to Four Seasons dated September 6, 2016 at 6:38pm.

33. Four Seasons thereafter advised the City that strict compliance with safety requirements would result in the cordoned-off area encroaching the north curb lane on College Street, and therefore, that Four Seasons would not be able to divert vehicular traffic as necessary to continue work on the south side of College Street until the Diesel Tank issue is remediated. Attached hereto at page 7 of Exhibit S is the email from Four Seasons to the City dated September 7, 2016 at 8:50am.

34. On or about September 7, 2016, the City asked Four Seasons to provide a proposal that would allow work on the south side of College Street to proceed while maintaining a secure area around the Diesel Tank. Attached hereto at page 6 of Exhibit S is the email from the City to Four Seasons dated September 7, 2016 at 10:11am.

35. I am advised by Mr. Sabaddin and believe that the diesel contaminants at 820 College Street also required cordoning-off at that time, as the area remained an open pit following the excavation of September 6, 2016 and Mr. Bajit's subsequent stop work direction.

36. On or about September 8, 2016, Four Seasons provided a proposal that would permit some work to proceed on the south side of College Street until such time as both the Diesel Tank and the diesel contaminants at 820 College Street could be remediated. The City then requested that a meeting take place the next day, on September 9, 2016 to discuss how the issue could have been resolved so that all work could proceed on the south side of College Street. Attached hereto at page 5 and 6 of Exhibit S are the emails exchanged between Four Seasons and the City dated September 8, 2016.

37. On or about September 9, 2016, rather than accept the proposal to deal with the Diesel Tank and the diesel contaminants at 820 College Street in a responsible and environmentally-sensitive manner, the City instructed Four Seasons to simply backfill the open area at 820 College Street and to just proceed with construction on the south side of College Street. Attached hereto at page 5 of Exhibit S is the email from the City to Four Seasons dated September 9, 2016 at 9:49am.

38. I am advised by Mr. Sabaddin and believe that, by September 9, 2016, approximately two feet of standing water had collected in the open pit at 820 College Street which had an oily sheen and which continued to smell of diesel fuel.

39. Four Seasons did not know if backfilling was a viable option. The City had also never provided Four Seasons with a copy of the Amec technician's report and recommendation following the inspection of September 7, 2016, as described above at paragraph 31. In any event, Four Seasons had an obligation under s. 4.9 of the Specific Conditions of the College Contract to not remove or interfere with any designated substance or hazardous material except in full compliance with *OHSA*. Given the City's vacillation on the issue and the instructions from the City that were an apparent contravention of the City's own contract and questionable from an environmental standpoint, Four Seasons was reluctant to backfill the open pit at 820 College Street on the basis of a singular email from the City's Project Manager, thereby exposing itself to potential liability for improper disposal of environmental contaminants under Ontario's *Environmental Protection Act* ("*EPA*") and *OHSA*.

40. On or about September 9, 2016, Four Seasons asked the City to provide it with documentation confirming that the contaminants had been reported to appropriate authorities and

verifying that the open area at 820 College Street could be backfilled despite the presence of contaminants before it would proceed with the City's instructions. Attached hereto at page 4 of Exhibit S is the email from Four Seasons to the City dated September 9, 2016 at 10:24am.

41. At no time did the City consider the environmental impact of the backfill order or the statutory liability they were attempting to force on Four Seasons. Instead, on or about September 9, 2016, the City demanded that it was Four Seasons' responsibility to provide the City with the applicable authority or Ministry of the Environment regulation that required the City to provide such documentation. The City further accused Four Seasons of not cooperating with the City, thereby causing further delays, and advised that it would be making a claim for liquidated damages as a result. The City made these assertions ignoring SC. 4.10 of the Special Conditions under the College Contract (i.e., the City's own contract) which provides that, where there is a delay to the contractor by reason of encountering a designated substance or hazardous material which existed at the site prior to the commencement of the work, the contractor shall be entitled to its reasonable costs to the extent directly incurred by reason of that delay. Attached hereto at page 4 of Exhibit S is the email from the City to Four Seasons dated September 9, 2016 at 12:28pm.

42. In response, Four Seasons insisted that the City issue a formal Change Directive in order to dispose of the sheened water that had accumulated in the pit at 820 College Street before it would backfill the open pit. Attached hereto at page 3 of Exhibit S is the email from Four Seasons to the City dated September 9, 2016 at 2:01pm.

43. The City then changed its position in its reply to Four Season's request for a formal Change Directive. Notwithstanding the fact that Four Seasons had retained a subcontractor to remediate the soil at 820 College Street pursuant to Change Directive No. 17, and the City subsequently

halted the environmental remediation work pending further investigation by Amec, as described above at paragraph 30, the City asserted that it was Four Seasons' responsibility to successfully remove all contamination pursuant to Change Directive No. 17, and if the work was not satisfactorily completed, it would look to Four Seasons for this alleged breach. The City also demanded that an updated schedule be submitted by the end of that day, such schedule to indicate that the construction on the south side of College Street would be completed by no later than September 2016. Attached hereto at page 2 of Exhibit S is the email from the City to Four Seasons dated September 9, 2016 at 3:35pm.

44. Four Seasons then responded to the City, reiterating the stand-down order it received from the City on or about September 6, 2016. Four Seasons also told the city that it had contacted Sarah Proud, District Supervisor at the Ministry of the Environment, who confirmed Four Season's action to stand-down was correct in the circumstances. Four Seasons also notified the City of its intention to submit a claim for damages resulting from the delays caused by the City. Attached hereto at page 1 of Exhibit S is the email from Four Seasons to the City dated September 9, 2016 at 4:34pm.

45. I am advised by Mr. Sabaddin and believe that, on or about September 14, 2016, a subcontractor of Four Seasons found new diesel contaminants in the soil in the vicinity of the parkette on the west side of Ossington Street at College Street (the "Ossington Parkette"). Four Seasons informed the City pursuant to Special Condition 4.9, who then contacted AMEC to investigate. The same day, the AMEC technician attended at the Ossington Parkette, at which point he told Mr. Sabaddin that there was an odor in the soil, and he would have to contact the City to obtain instructions on how to proceed. Attached hereto at Exhibit T is an email from Four Seasons to the City dated September 14, 2016.



46. While work was on hold on the north side of College Street pending the resolution of the contaminant issues, Four Seasons prepared to divert traffic and begin work on the south side of College Street.

47. Notwithstanding their own concerns about delays, and the fact that it was the City that directed Four Seasons to cordon-off the Diesel Tank and contaminants at 820 College Street and instead proceed with construction on the south side of College, the City now issued a Stop Work Order to suspend all construction activities on the south side of College Street on or about September 15, 2016. While Four Seasons had completed as much of the construction as was possible up to that point, the Stop Work Order now eliminated any possibility of meeting the construction deadlines for the south side of College Street. The Stop Work Order prevented Four Seasons from performing the contract despite it being ready, willing and able to proceed. Attached hereto at Exhibit U is the Stop Work Order dated September 15, 2016.

48. On or about September 23, 2016, Four Seasons reiterated that all work on the north side of College Street was completed except for the areas containing diesel contaminants. While the original traffic plan could not be put into effect due to the outstanding diesel contaminant issues, Four Seasons submitted two other traffic plans in an attempt to keep the project moving, both of which were rejected by the City without explanation. Four Seasons advised the City of its intent to claim. Attached hereto at Exhibit V is an email from Four Seasons to the City dated September 23, 2016.

49. On or about September 26, 2016, Four Seasons submitted a schedule update indicating a revised completion date of February 3, 2017. The City rejected the schedule update on the basis that it was not in compliance with the College Contract. Attached hereto at Exhibit W is a copy of

correspondence exchanged between Four Seasons and the City dated September 26, 2017 and September 28, 2017, and attached schedule update.

50. On or about September 29, 2016, the City received approval from the TSSA to decommission the Diesel Tank at 952 College Street, and issued a Change Directive allowing Four Seasons to proceed in accordance with a remedial action plan approved by Amec. It is clear that the City was always required to obtain this approval otherwise. Attached hereto at Exhibit X is Change Directive #28 dated September 29, 2016.

**E. CONCOCTED RESULTS ON THE CONTRACTOR PERFORMANCE EVALUATION – COLLEGE PROJECT**

51. Pursuant to the terms of the College Contract, Four Seasons was subject to performance evaluations conducted by City staff, known as Contractor Performance Evaluations (“CPE”). The evaluations were required after the first month and every two months thereafter, with one final evaluation at the completion of the College Project. The College Contract provided that unsatisfactory performance may lead to the Contractor not being awarded future City contracts. Four Seasons was advised that a score of less than 2.5 on a CPE would trigger a warning of suspension. The City claims that two or more evaluations resulting in a score of less than 2.5 are possible grounds for recommending a suspension from participating in the City contract tendering process.

52. On or about September 14, 2016, in the midst of the backfilling issue described above, and the allegations of harassment described above at paragraph 25, the City conducted its first interim CPE on the College Project (the “First College CPE”). Four Seasons’ was assessed with a score below 2.5. The City improperly claimed that Four Seasons’ site supervisor was inexperienced, and

alleged that he was “observed to have a disrespectful attitude towards City staff and has also been observed raising his voice from time to time”, all of which was unsubstantiated.

53. Moreover, for reasons unknown, the City improperly gave Four Seasons a score of “unsatisfactory” on the First College CPE with respect to the category dealing with whether or not the contractor completed the project on time contrary to the instructions on the associated scoring rubric that clearly direct the evaluator to give a score of “N/A” for all but the final evaluation once the project is completed. This score was premature and improper.

54. Four Seasons was also improperly given a score of “unsatisfactory” with regard to following the approved schedule and meeting project milestones. The City unfairly refused to acknowledge that many of the delays (namely, the discovery of the Diesel Tank and other diesel contaminants) were caused by circumstances beyond Four Season’s control and were in fact, exacerbated by the City’s conduct (e.g. the TSSA approval obtained by the City long after Four Seasons was raising regulatory and environmental concerns was not a delay caused by Four Seasons). Four Seasons was also improperly given a score of “unsatisfactory” with regard to the timely submission of work plans. The City failed to acknowledge that all work plans were submitted on time and in good quality.

55. As a result of these improper scores, the City issued a warning of suspension from participating in future City contracts to Four Seasons pursuant to Chapter 195 of the Municipal Code. Attached hereto at Exhibit Y is the First College CPE dated September 14, 2016.

56. The City provided the First College CPE on or about September 16, 2016. Pursuant to the evaluation schedule set out in the pre-construction meeting minutes, the City should have

completed its first CPE after the first month of starting the project, on or about August 6, 2016. The City never conducted an evaluation of the College Street project in August 2016.

57. On or about September 23, 2016, Four Seasons responded to the First College CPE, requesting that many of the scores be reconsidered based on the explanations provided in paragraph 51. Attached hereto at Exhibit Z is Four Seasons' response dated September 23, 2016.

58. The City would eventually issue a Revised First Interim CPE on the College Contract ("Revised College CPE") on or about November 17, 2016 after termination of the contract on October 5, 2016. The City revised one of the "unsatisfactory" scores to "improvement needed", concerning Four Seasons' compliance with the standards and specifications in the contract. The City reviewed all of the other contested scores and concluded that their previous evaluation was fair. The cumulative score remained below 2.5. Attached hereto at Exhibit AA is the Revised College CPE dated November 17, 2016.

#### **F. THE SECOND NOTICE OF DEFAULT & NOTICE OF TERMINATION**

59. Shortly after the low-score of the First College CPE dated September 14, 2016, the City issued a second Notice of Default in relation to the College Contract on or about September 28, 2016 (the "Second Notice of Default"). The grounds for default were Four Seasons' purported failure to execute the contract properly pursuant to s. 4.05.02 of the College Contract. The City improperly stated that Four Seasons failed to maintain safe access to all properties adjoining the working area as per s. 7.07 of the College Contract, and failed to work extended hours as per Special Specification 12 of the College Contract, none of which is grounded in fact.

60. The Second Notice of Default ignored the impact of the City's own Stop Work Order on the South Side of College Street (described above at paragraph 47). The City's conduct is wholly

unfair and improper in that it was actually complaining that Four Seasons was not completing a contract for which the City itself had issued a Stop Work Order! It is important to note that the City had at first insisted that work continue on the south side of College Street and then changed its mind to prevent it.

61. Moreover, the issues regarding pedestrian access cited as a basis for default in the Second Notice of Default were not raised in the First College CPE and Four Seasons was deprived of any due process on that issue before the Second Default Notice was issued. Attached hereto at Exhibit CC is the Notice of Default dated September 28, 2016.

62. On or about September 30, 2016, Four Seasons responded to the Second Notice of Default, citing its multiple attempts to cooperate with the City on resolving the pedestrian access issue, the provision of extra work crews during regular hours in lieu of extended hours, and the City's refusal to allow Four Seasons to commence construction on the south side of College Street. Attached hereto at Exhibit DD is Four Seasons' response to the Notice of Default dated September 30, 2016.

63. A week after the Second Default Notice, the City terminated the College Contract. Attached hereto at Exhibit EE is the Notice of Termination dated October 5, 2016.

64. I am advised by Mr. Sabbadin and believe that, on the same day that the Notice of Termination was issued, City staff met with employees from a paving company at the College Project site. The group appeared to inspect the worksite, and appeared to be pricing a job. The unfinished areas of the worksite were later paved over. The City had no intention of allowing Four Seasons to cure the alleged defaults in the Second Default Notice before terminating the College Contract.

65. Upon receiving the Notice of Termination, I responded to the City by e-mail acknowledging the receipt of the termination notice, confirming the plan for de-mobilization from site, offering to finishing the outstanding work as planned for the next two days and confirming that there were no safety or access issues on site. Attached hereto at Exhibit FF is the e-mail from Rohit Bansal to the City dated October 5, 2016. The City again rejected Four Seasons proposal.

66. On or about October 7, 2016, Four Seasons responded to the Notice of Termination. Four Seasons denied that it was in breach of the College Contract, and maintained that any deviations from the work schedule were caused by circumstances beyond its control. With regard to pedestrian access, Four Seasons maintained that it was obligated to comply with the MOL Order prohibiting the public from accessing the site area, and that any provision of the College Contract that conflicted with the MOL Order were unenforceable. Four Seasons also asserted that it provided extra work crews in lieu of working extended hours, which was more efficient in terms of access to supervisors and engineers than working extended hours, during which supervisors and engineers would not be present to deal with issues as they arise. Four Seasons maintained that the College Contract had been wrongfully terminated, and gave notice of its intention to commence an action for damages if the matter could not be resolved amicably. Four Seasons offered to meet with City representatives on a without prejudice basis in order to discuss an early resolution of Four Seasons' claims. Attached hereto at Exhibit GG is Four Seasons' response to the Notice of Termination dated October 7, 2016.

67. On or about October 14, 2016, Four Seasons provided the City with a copy of the Project Delay Log, detailing all of the delays encountered during the project caused by factors beyond Four Seasons' control. Four Seasons also gave notice of its intention to seek an extension of the contract and a claim for damages resulting from the City's failure to mitigate the impact of the

delays. Attached hereto at Exhibit HH is the letter from Four Seasons to the City dated October 14, 2016.

68. On or about November 21, 2016, the City issued a Warning Letter regarding the low score on the Revised College CPE, notifying Four Seasons that it was at risk of being suspended from participating in City contracts if there is poor performance reported on any other City project that Four Seasons was participating in. Attached hereto at Exhibit BB is the Warning Letter dated November 21, 2016.

69. It took the City three months to respond to Four Seasons' letter dated October 14, 2016. The City refused to acknowledge, amongst other things, that the project was delayed by or that construction time was lost as a result of diesel contaminants at 820 College Street, the Diesel Tank and the Ossington Parkette, and asserting that Four Seasons should have continued to work on other areas while the contaminated areas were cordoned-off, notwithstanding the fact that it had issued a Stop Work Order described at paragraph 47 above. Attached hereto at Exhibit II is the City's response dated January 9, 2017, emailed on January 11, 2017.

#### **G. THE COMMUNITY MEETING**

70. I am advised by Kim Wright, a senior associate of Sussex Strategy Group, and verily believe that, on or about February 28, 2017, she attended a community meeting conducted by City staff and City Councillors to discuss the College Project and next steps for completing the work (the "Community Meeting"). The City expressly acknowledged project delays caused by circumstances beyond Four Seasons' control, namely the delay in obtaining the utility locates, a road collapse at Concord Avenue, damaged water pipes, the presence of the Diesel Tank, and the presence of two other contaminated soil sites (i.e., those at 820 College Street and the Ossington

Parkette). The City also acknowledged that the fencing on College Street was the result of an order issued by the Ministry of Labour.

71. The City further acknowledged at the Community Meeting that the diesel tank and soil contaminants required consultation with the Ministry of the Environment and Climate Change and the Technical Safety Standards Authority in order to remediate the issues. City staff also said that, when the contract was terminated, some of the approvals to remediate these issues were not yet finalized, which was one of the reasons why work on the College Project was at a stand-still. City staff stated that, now that the remediation plan has been approved, the process to do what is necessary in 2017 will be “much simpler”.

72. The City’s primary complaint regarding Four Seasons was with communication and information sharing. The City alleged that there was a lack of schedule and work information provided to City staff by Four Seasons, despite weekly meetings between the City and Four Seasons. The City also said that City staff met with the BIA board every two weeks, and alleged that when the City would relay questions asked by the BIA to Four Seasons, Four Season’s answers were insufficient, making it difficult for the City to keep the businesses and residents in the area informed. The City said that these alleged communication failures were one of the “major frustrations”, and said that “at least if we had information, we could have shared it”.

73. The City’s statements at the Community Meeting are further evidence of the City’s bad faith conduct in terminating the College Contract under the auspices of allegedly unsafe pedestrian access and delays caused by not working extended hours.

## **PART II - THE SHUTER PROJECT**



74. On or about May 3, 2016, the City issued a tender call for an infrastructure project on Shuter Street, between Yonge Street and Sherbourne Street, in the City of Toronto (hereafter the “Shuter Project”).

75. Specifically, the Shuter Project included watermain replacement and waterservice upgrades, minor arterial road resurfacing, and watermain trench restoration.

76. On or about May 25, 2016, the call for tenders closed. Four Seasons submitted a bid on the Shuter Project. Four Seasons was the lowest bid on the Shuter Project.

77. On or about July 6, 2016, the City convened a bid committee meeting, and awarded the contract on the Shuter Project to Four Seasons (the “Shuter Contract”). The Shuter Contract was identified by contract number 16ECS-TI-18SP. The value of the contract was \$3,261,824. The project was tentatively scheduled to start on July 20, 2016, and be completed by October 30, 2016. Attached hereto at Exhibit JJ is a copy of the Bid Committee Contract Award dated July 6, 2016. Attached hereto at Exhibit KK is a copy of the General Conditions of the Shuter Contract (the “General Conditions”). Attached hereto at Exhibit LL is a copy of the Specific Conditions of the Shuter Contract (the “Specific Conditions”).

78. On or about July 21, 2016, a pre-construction meeting was convened at Metro Hall. Representatives from the City, the Toronto Transit Commission, and Four Seasons were in attendance. The scope of work to be completed on the Shuter Project was discussed, as well as pre-construction deliverables and project benchmarks. The start date was revised to August 2, 2016, and completion date scheduled for October 25, 2016. Attached hereto at Exhibit MM is a copy of the meeting minutes dated July 21, 2016.

79. Four Seasons submitted a schedule to The City proposing the start date of July 25, 2016, subject to receiving the utility locates. Four Seasons called for the utility locates the very same day that the contract was awarded, i.e., July 6, 2016. Four Seasons had proposed to mobilize on July 25, 2016 and perform the asbestos milling as required under the contract on July 26, 2016, which did not require the locates. The City informed Four Seasons in the afternoon of Friday July 23, 2016, via telephone call, that the milling could not be performed as indicated and to await further direction.

80. Completion of the Shuter Project was divided into three sections; from Yonge Street to Victoria Street, from Victoria Street to Church Street, and from Church Street to Sherbourne Street. The utility locates for the section from Yonge to Victoria were received on August 4, 2016, and the watermain installation work in that section commenced on August 8, 2016. The locates for the section between Victoria and Church were received on August 10, 2016. The remaining section from Church to Sherbourne was not scheduled to begin until the first two sections had been completed.

81. The Shuter Contract required Four Seasons to work with two watermain crews simultaneously between Yonge and Victoria and between Victoria and Church. Julie Sharma, the City project engineer, specifically told Four Seasons through various phone calls and site conversations that the City wanted to minimize congestion between Yonge and Church, so the section between Victoria and Church could only start once the section between Yonge and Victoria were completed. Thus, Four Seasons could only employ one crew on the Shuter Project instead of two. In an email dated August 5, 2016, Ms. Sharma confirmed that Four Seasons was required to complete the section between Yonge and Victoria before it could start work on the

section from Victoria to Churcht. Attached hereto at Exhibit NN is the email from Julie Sharma to Rohit Bansal and Nick Marrone dated August 5, 2016.

**A. CONCOCTED RESULTS ON THE CONTRACTOR PERFORMANCE EVALUATION – SHUTER PROJECT**

82. While the backfilling issues and harassment allegations on the College Project were unfolding (above at paras 22 to 39), and shortly after Four Seasons contested the First College CPE (above at paragraphs 43-44), the City allegedly conducted its First Interim CPE on the Shuter Project on or about September 29, 2016 (the “First Shuter CPE”). As will be discussed below, the First Interim CPE was only disclosed to Four Seasons in December 2016, after the City had conducted a second interim CPE.

83. Four Seasons scored below 2.5 on the alleged First Shuter CPE. Attached hereto at Exhibit OO is the First Shuter CPE dated September 29, 2016.

84. A score of “unsatisfactory” was attributed to Four Seasons’ compliance with *OHSA* requirements on the basis of the failure to provide a fully functioning site trailer and post all necessary signage at the outset of the project. The initial set-up of the site trailer was delayed by a few days as City could not agree on a location that would minimize disruption to local residents or the use of Moss Park as indicated by the City in the pre-construction meeting. The trailer was then destroyed in the early hours of August 21, 2016 when a driver collided with the trailer while driving under the influence of alcohol. The trailer was rendered unusable, and a replacement trailer was provided as soon as possible, on or about August 31, 2016. The “missing components” of the signage required for the trailer to be considered *OHSA* compliant were not listed in the First Interim CPE. Contrary to the associated scoring rubric, no lost time injuries were reported.

85. A score of “unsatisfactory” was attributed to Four Seasons’ adherence to environmental, (non-*OHSA*) safety requirements, and other laws and policies due to the fact that Four Seasons initially set up the site trailer with a different type of generator than that requested by Ms. Sharma. Four Seasons replaced the generator with a “whisper” generator as soon as possible and within about four days. The purported requirement that a “whisper” generator be used was not included anywhere in the contract.

86. The other basis on which the City found that Four Seasons failed to adhere to non-OSHA safety requirements was Four Seasons’ failure to respond promptly to requests to sink the metal plates used to cover construction trenches to street level. Contrary to the associated scoring rubric, no environmental and (non-*OHSA*) safety requirements, fair wages, human rights or other laws and policies required by the project were breached. The metal plates were sunk as per Ms. Sharma’s request promptly. As a matter of fact, Ms. Sharma sent an e-mail on September 26, 2016 thanking Four Seasons for addressing these issues and expressing appreciation from third parties. This e-mail was sent before the First Shuter CPE was completed. Attached hereto at Exhibit PP is the email from Julie Sharma to Rohit Bansal dated September 26, 2016.

87. In both instances, the issues reported by the City as being “unsatisfactory” did not go to the root of the contract.

88. The ratings on various other matters in the First Shuter CPE were arbitrary. Of note is section 7, “did a person with decision making authority represent the contractor at pay/progress meetings”, for which the City assigned a score of “meeting expectations”. As a matter of fact, I personally attended all but one such meeting, and at the one meeting where I could not be present, the lead Project Manager Nick Marrone was present. Mr. Marrone had all the necessary authority

make any decision that was needed for the project. This should have been rated as “exceeds expectations” because there is no other higher authority that can be present.

89. Although the First Shuter CPE was allegedly conducted on or about September 29, 2016, it did not receive management approval until more than two months later on December 7, 2016, after the College Contract had been terminated by the City. Interestingly, the City did not provide the results of the First Shuter CPE to Four Seasons until December 20, 2016, *after* it disclosed the results of a Second Interim CPE on the Shuter Project to Four Seasons during a progress meeting on or about December 19, 2016. Attached hereto at Exhibit QQ are the Progress Meeting Minutes dated December 19, 2016. Attached hereto at Exhibit RR is a copy of the email from the City to Four Seasons dated December 20, 2016.

90. Prior to the disclosure of the alleged First Shuter CPE, the City conducted a Second Interim CPE on the Shuter Project (the “Second Shuter CPE”) on or about December 6, 2016. The score on the Second Shuter CPE was above the threshold of 2.5 to issue a warning letter, pursuant to the Contractor Performance Evaluation Scoring Rubric. Attached hereto at Exhibit SS is the Second Shuter CPE dated December 6, 2016.

91. All of the issues that appear in the alleged First Shuter CPE disclosed on December 19, 2016 had been raised and addressed by Four Seasons before the alleged report date of September 29, 2016. In particular, the site trailer was set up with all required signage by September 8, 2016, and the steel plates were countersunk in accordance with the City’s request on September 26, 2016.

92. On or about December 20, 2016, Four Seasons requested that the First Shuter CPE be struck from the City’s files on the basis that it was not previously brought to Four Seasons’

attention. The timing of its disclosure is also suspect (post College Street termination and potentially bootstrapping the ban that was forthcoming from Purchasing Services).

93. In addition to the November 21, 2016 Warning Letter in respect of the College Street contract, the City issued another Warning Letter in relation to Four Seasons' low score on the alleged First Shuter CPE on or about January 17, 2017, some three and a half months after that CPE took place. The letter stated that the report was provided on December 20, 2016, and that no formal written objection was subsequently received, notwithstanding the fact that Four Seasons asked that the report be struck immediately upon receipt, as described in the previous paragraph. Attached hereto at Exhibit TT is the Warning Letter regarding the Shuter Project, dated January 17, 2017. Attached hereto at Exhibit UU is an email from Rohit Bansal to the City dated January 18, 2017, disputing the Warning Letter.

### **PART III - SUSPENSION OF FOUR SEASONS**

94. On or about February 9, 2017, Four Seasons received a Notice of Suspension from the City, indicating that Four Seasons was temporarily suspended from bidding on or being awarded City contracts for six months (the "Suspension Notice"). The Suspension Notice cited the poor interim performance rating in the College Project, the termination for default of the College Contract, and the poor interim performance rating in the Shuter Project, despite the positive rating received in the Second Interim CPE. Attached hereto at Exhibit VV is the Notice of Suspension dated February 9, 2017.

95. The Suspension Notice included a memorandum exchanged between Frank Clarizio, Director of Design and Construction Transportation Infrastructure, Engineering and Construction Services, and Michael Pacholok, Director of the Purchasing and Materials Management Division,

recommending that Four Seasons be temporarily declared ineligible to bid on or be awarded City construction contracts. Attached hereto at Exhibit WW is the memorandum dated February 7, 2017.

96. On or about March 20, Mr. Clarizio and Mr. Pacholok issued a Report for Action to the Government Management Committee recommending the suspension of Four Seasons from bidding or participating in City construction contracts for another three years (the "Report for Action"). Attached hereto at Exhibit XX is the Report for Action dated March 20, 2017.

97. With regard to the College Project, the Report for Action falsely alleges that Four Seasons failed to provide safe pedestrian and vehicular access to all the properties adjoining the work area at all times during construction on College Street. However, the traffic plan was expressly approved by the City in the course of the pre-construction meeting. Four Seasons issued notices to local property owners prior to restricting access as required by the contract. The City knew that it would be impossible to permit access at all times during the project, particularly in light of the fact that the project included replacing the sidewalks on College Street. Moreover, the City had inspectors or representatives present on site at all times and never issued a stop work order as a result of pedestrian or vehicle access.

98. The photos provided in support of the report's unfounded position are all undated. Attachment #2 and #3 show work being performed as per typical City of Toronto road reconstruction practices, and were taken before the MOL Order, which required Four Seasons to fence-in the work zone. Four Seasons promptly complied with the MOL Order. Attachment number 4 was taken after the MOL refused to accept access ramps and issued an order to close-off access during work due to the fact that the entrances were so close together. Four Seasons issued a

pedestrian traffic protection procedure and provided emergency ramps that were installed upon demand by pedestrians without delay, and only when construction required limiting pedestrian access.

99. Moreover, the City failed to properly investigate claims of inappropriate behaviour in the preparation of the report. The Report for Action falsely states that Four Seasons received two written warnings regarding the workers' poor behaviour and interaction with the public. Four Seasons never received any such warnings. Four Seasons self-reported two incidents of workplace harassment experienced by Four Seasons' subcontractors while working on the College Project. As described at paragraph 25 above, the City never responded to Four Seasons' incident reports.

100. The Report for Action also improperly alleges that performance of the College Contract was negatively affected by the fact that Four Seasons did not make use of the extended hours under the contract, completely disregarding the fact that, as described above at paragraph 66, Four Seasons employed a second crew on the site in lieu of working extended hours in order to meet the project deliverables. Any failure to comply with the extended hours provision is a mere technicality and does not go to the root of the contract.

101. In addition, the Report for Action referred to deficiencies in some of the materials used and in the installation of some of the sidewalk pavers. The pavers were manufactured and supplied by the City's specified manufacturer. Moreover, Four Seasons has a right to rectify such deficiencies, and would have done so had the City not improperly terminated the College Contract.

102. The City has never substantiated any of the allegations in the report regarding Four Seasons' organization, coordination and communication. Four Seasons has always been prompt in providing updated construction schedules and traffic control plans, and in responding to the City's



inquiries and requests. Any alleged deficiency in coordination of work can be directly attributed to unforeseen circumstances that were beyond the control of Four Seasons, as described above, and Four Seasons did its utmost to ensure that its crews were coordinated and ready to work in the face of unexpected project interruptions.

103. With respect to the Shuter Project, the Report for Action fails to acknowledge the fact that the request for a whisper generator was not a contractual requirement, and Four Seasons complied with the request as quickly as it possibly could. Four Seasons paid for the more expensive generator at no extra cost to the City in order to accommodate the City's request. Further, the site office was substantially compliant with *OSHA*, and delays in bringing it within strict compliance with *OSHA* were caused by circumstances beyond Four Seasons' control.

104. The Report for Action lists CPE scores earned by Four Seasons on five other City contracts, all of which are above 2.5 and all of which are undated. If these scores were earned after the First College CPE and the First Shuter CPE, then they only serve to reinforce the fact that the broad allegations of incompetence and disorganization underpinning those two reports are completely unfounded and without merit. Four Seasons has been awarded many City construction contracts over the years, and has scored over 2.5 on every other CPE. The Report for Action fails to consider Four Seasons' exceptional record with regard to such evaluations. Moreover, it fails to acknowledge the fact that the College Warning Letter was issued after the College Contract was terminated, thereby denying Four Seasons an opportunity to remedy the alleged deficiencies and meet expectations on the College Project, and fails to account for the fact that Four Seasons' met expectations on the Second Interim CPE on the Shuter Project.

105. The Report for Action erroneously states that there will be no financial impact on the City from the recommendation to suspend Four Seasons where there will, in fact, be a financial impact. Over the past three years, during which Four Seasons was awarded 13 City construction contracts, Four Seasons' bids have been an average of 23% less than the next closest bidder, resulting in \$13 million in savings to the City. Suspending Four Seasons for a further three years will have a significant financial impact on the City's construction budget. Irreparable Harm and Undertaking as to Damages

106. Four Seasons will suffer irreparable harm if suspended from participating in City contracts. A majority of City construction contracts for the 2017 year are awarded within the first six months of the year. Thus, while Four Seasons is only prevented from bidding for 6 months, the Suspension Notice will have the effect of barring Four Seasons' from participating in City contracts for at least the 2017 year.

107. Moreover, Four Seasons' reputation as an effective and trustworthy contractor will be seriously harmed by a suspension from City construction contracts that is based wholly on improper conduct on the part of the City and not due to Four Seasons' conduct. It is unlikely that Four Seasons would be able to continue as a going concern with even a short suspension.

108. Four Seasons hereby provides an undertaking that in the event it is unsuccessful in the application, it will pay damages to any party to the application that suffers provable damages arising from a Court Order preventing the City from suspending Four Seasons' eligibility to participate in City contracts.

109. I make this affidavit in support of Four Seasons' motion for an interim or interlocutory injunction, and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on the 29<sup>th</sup> day of March, 2017



Commissioner for Taking Affidavits  
(or as may be)



ROHIT BANSAL

**NADEJDA KOLOUPAEVA**  
A Commissioner, etc.,  
Regional Municipality of Peel,  
for Four Seasons Site Development Ltd.  
Expires June 6, 2019

**LIST OF EXHIBITS**

<b>TAB</b>	<b>DESCRIPTION</b>
A	Bid Committee Contract Award dated June 1, 2016
B	General Conditions of Contract (College)
C	Specific Conditions of Contract (College)
D	Excerpt from Special Specifications of Contract (College)
E	Pre-Construction Meeting Minutes dated June 9, 2016
F	Order to Commence Work letter dated June 23, 2016
G	Temporary Street Occupation Permit dated June 24, 2016
H	Correspondence exchanged between Rohit Bansal, Marco Marrone, and Shahid Virk dated June 24, 2016 to June 28, 2016, regarding the absence of utility locates
I	Revised Project Schedule dated August 8, 2016
J	MOL Field Visit Report dated August 5, 2016
K	Meeting Minutes dated August 11, 2016 and associated emails
L	Procedure for Public Protection (undated)
M	Notice of Compliance dated August 12, 2016
N	MOL Field Visit Report dated August 15, 2016
O	Notice of Default dated August 18, 2016.

- P Four Seasons' reply to the Notice of Default dated August 23, 2016
- Q Incident Investigation Report
- R College Contract – Change Directive #17, dated August 30, 2016
- S Correspondence between Four Seasons and the City dated September 6, 2016 to September 9, 2016.
- T Correspondence from Four Seasons to the City dated September 14, 2016.
- U Stop Work Order dated September 15, 2016
- V Correspondence from Four Seasons to the City dated September 23, 2016
- W Correspondence exchanged between Four Seasons and the City dated September 26, 2017 and September 28, 2017.
- X College Contract – Change Directive #28 dated September 29, 2016
- Y First Interim CPE (College) dated September 14, 2016
- Z Four Seasons' response to the First Interim CPE dated September 23, 2016
- AA Revised Interim CPE dated November 17, 2016
- BB Warning Letter (College) dated November 21, 2016
- CC Notice of Default dated September 28, 2016
- DD Four Seasons' response to the Notice of Default dated September 30, 2016
- EE Notice of Termination dated October 5, 2016

- FF E-mail from Rohit Bansal to the City dated October 5, 2016
- GG Four Seasons' Response to the Notice of Termination dated October 7, 2016
- HH Letter from Four Seasons to the City dated October 14, 2016
- II City's Reply dated January 11, 2017
- JJ Bid Committee Contract Award dated July 6, 2016
- KK General Conditions of Contract (Shuter)
- LL Specific Conditions of Contract (Shuter)
- MM Pre-Construction Meeting Minutes dated July 21, 2016
- NN Email from Julie Sharma to Rohit Bansal and Nick Marrone dated August 5, 2016
- OO First Shuter CPE dated September 14, 2016
- PP Email from Julie Sharma to Rohit Bansal dated September 26, 2016
- QQ Progress Meeting Minutes dated December 19, 2016
- RR Correspondence from the City to Four Seasons dated December 20, 2016
- SS Second Interim CPE dated December 6, 2016
- TT Shuter Warning Letter dated January 17, 2017
- UU Email from Rohit Bansal to the City dated January 18, 2017
- VV Notice of Suspension dated February 9, 2017

WW Memorandum from Frank Clarizio to Michael Pacholok dated February 7, 2017

XX Report for Action dated March 20, 2017