

This is Exhibit "A" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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



## BID COMMITTEE CONTRACT AWARD

### Award of Tender Call No. 144-2016 to Four Seasons Site Development Ltd. for Sidewalk Construction, Streetscape Improvements, Tree Trenches and Construction of Parkettes on College Street and side streets between Shaw Street and Havelock Street

<b>Date:</b>	June 1, 2016
<b>To:</b>	Bid Committee
<b>From:</b>	Director, Purchasing and Materials Management

### RECOMMENDATIONS

The Director of Purchasing and Materials Management recommends that the Bid Committee grant authority to award the following contract:

<b>Call No:</b>	Tender Call No. 144-2016
<b>Description:</b>	Contract No. 16ECS-TI-11SP for Sidewalk Construction, Streetscape Improvements, Tree Trenches and Construction of Parkettes on College Street and side streets between Shaw Street and Havelock Street
<b>Recommended Bidder:</b>	Four Seasons Site Development Ltd.
<b>Contract Award Value:</b>	<p>\$3,453,499.00 net of all applicable taxes and charges            \$3,902,453.87 including all applicable taxes and charges  <b>\$3,514,280.58 net of HST recoveries</b></p> <p><b>Contract is expected to tentatively start on June 20, 2016 and be completed by October 21, 2016.</b></p>

### Financial Impact:

The contract award identified in this report is \$3,902,453.87 including all applicable taxes and charges. The cost to the City is \$3,514,280.58 net of HST recoveries.

Appropriate capital funding is included in the 2016 Approved Capital Budgets and 2017-2025 Approved Capital Plan respectively for Transportation Services, City Planning, Economic Development and Culture and Parks, Forestry and Recreation, as detailed

below. Funding in the amount of \$213,807.91 is included in the 2016 Approved Operating Budget for Transportation (balance will be included in 2017 Operating Budget Submission for Transportation).

Funding details are provided below:

WBS Element/Cost Centre	Description	Award to December 31, 2016	January 1, 2017 to December 31, 2017	Total (net of HST Recoveries)
CTP816-01-106	Work for TTC and Others	\$ 15,185.56	\$ 2,679.81	\$ 17,865.37
CTP412-02	Neighbourhood Improvements	\$ 43,241.59	\$ 7,630.87	\$ 50,872.46
CTP413-02	Neighbourhood Improvements	\$ 42,772.64	\$ 7,548.11	\$ 50,320.75
	<b><i>Sub-total: Capital Transportation</i></b>	<b><i>\$101,199.79</i></b>	<b><i>\$17,858.79</i></b>	<b><i>\$119,058.58</i></b>
TP0132	Roadside Repairs	\$ 213,807.91	\$ 37,730.81	\$ 251,538.72
	<b><i>Sub-total: Operating Transportation</i></b>	<b><i>\$ 213,807.91</i></b>	<b><i>\$ 37,730.81</i></b>	<b><i>\$ 251,538.72</i></b>
CUR054-05	Urban Design – College Street BIA Parkettes	\$ 345,974.50	\$ 61,054.32	\$ 407,028.82
	<b><i>Sub-total: Capital City Planning</i></b>	<b><i>\$ 345,974.50</i></b>	<b><i>\$ 61,054.32</i></b>	<b><i>\$ 407,028.82</i></b>
CED085-49	BIA Streetscaping	\$1,297,440.00	\$228,960.00	\$1,526,400.00
CED084-49	BIA Streetscaping	\$ 597,037.99	\$105,359.65	\$ 702,397.64
	<b><i>Sub-total: Capital Economic Development &amp; C.</i></b>	<b><i>\$1,894,477.99</i></b>	<b><i>\$334,319.65</i></b>	<b><i>\$2,228,797.64</i></b>
P00070/FAC 1830400000	Urban Forestry – Tree Planting in Commercial Areas	\$ 431,678.29	\$ 76,178.53	\$ 507,856.82
	<b>Total</b>	<b>\$2,987,138.48</b>	<b>\$527,142.10</b>	<b>\$3,514,280.58</b>

The Engineering Estimate for this project is \$3,585,642.08 net of all taxes and charges.

**CALL SUMMARY**

<b>Ward No:</b>	Wards 18 and 19	
<b>Call Dates:</b>	Issued: April 14, 2016 Closed: May 5, 2016	
<b># of Addenda Issued:</b>	Six (6)	
<b>Number of Bids: Five (5)</b>	<b><u>Firm Name</u></b>	<b><u>Bid Price (Incl. HST)</u></b>
	Four Seasons Site Development Ltd.	\$ 3,902,453.87*
	Patterned Concrete Ontario Inc.	\$ 4,664,595.65
	CRCE Construction Ltd.	\$ 5,194,063.08*
	Sanscon Construction Ltd.	\$ 5,666,927.40*
	Midome Construction Services Ltd.	\$ 5,819,500.00*
	*Tender prices were corrected for mathematical errors, Purchasing and Materials Management has verified that the mathematical errors were corrected.	
<b>Division Contacts</b>	Joanne Kehoe Manager Construction Services Purchasing & Materials Management Telephone: (416) 392-7323 e-mail: <a href="mailto:jkehoe@toronto.ca">jkehoe@toronto.ca</a>	Frank Clarizio, P. Eng. Director Design & Construction Transportation Infrastructure Telephone: (416) 392-8412 e-mail: <a href="mailto:fclarizi@toronto.ca">fclarizi@toronto.ca</a>

**COMMENTS**

For the recommended contract award, the following requirements have been met:

- (a) The firm recommended for award is the lowest bidder meeting specifications or to the highest scoring proponent based on the evaluation criteria included in the call and meeting the requirements of the call;
- (b) The appropriate Division has reviewed submissions and found the price to be reasonable, within available budget and concurs with the recommendation;
- (c) The total contract value is less than \$20 million dollars (excluding applicable taxes) and the contract term is:
  - i. for a contract funded by the operating budget, 5 years or less including any option years; or
  - ii. for a contract funded by the capital budget, within the projected term of the capital funding for the project as set out in the capital budget, being within the authority of the Bid Committee;

- (d) There are no material written objections to the award;
- (e) The call document was advertised on the City's internet website and bids or proposals were opened publicly; and
- (f) The Fair Wage Office confirms the recommended firm understands the Fair Wage Policy and Labour Trades requirements and has agreed to comply fully.

Additional details and information for the above calls are on the file in the Purchasing and Materials Management Division.

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Michael Pacholok  
Director, Purchasing and Materials Management Division

This is Exhibit "B" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

**Section 5 – General Conditions Of Contract**  
Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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**City of Toronto**

**General Conditions of Contract  
Linear Infrastructure**

**December 2013**

## Section 5 – General Conditions of Contract

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### City of Toronto General Conditions of Contract – Linear Infrastructure December 2013

#### Table of Contents

##### Paragraph GC 1.0 – Interpretation

GC 1.01	Captions .....	5-4
GC 1.02	Abbreviations.....	5-4
GC 1.03	Gender and Singular References.....	5-4
GC 1.04	Definitions.....	5-5
GC 1.05	Final Acceptance.....	5-10
GC 1.06	Interpretation of Certain Words .....	5-11
GC 1.07	Language of the Contract.....	5-11

##### Paragraph GC 2.0 – Contract Documents

GC 2.01	Reliance on Contract Documents – Underground Structures and Utilities.....	5-12
GC 2.02	Order of Precedence .....	5-12

##### Paragraph GC 3.0 – Administration of Contract

GC 3.01	Contract Administrator's Authority .....	5-14
GC 3.02	Working Drawings .....	5-15
GC 3.03	Right of the Contract Administrator to Modify Methods and Equipment....	5-16
GC 3.04	Emergency Situations .....	5-16
GC 3.05	Layout.....	5-16
GC 3.06	Working Area.....	5-17
GC 3.07	Extension of Contract Time .....	5-18
GC 3.08	Delays .....	5-18
GC 3.09	Assignment of Contract .....	5-19
GC 3.10	Subcontracting by the Contractor.....	5-19
GC 3.11	Changes in the Work.....	5-20
GC 3.12	Notices .....	5-21
GC 3.13	Use and Occupancy of the Work Prior to Substantial Performance.....	5-21
GC 3.14	Claims, Negotiations, Mediation.....	5-21
GC 3.14.01	Continuance of the Work .....	5-22
GC 3.14.02	Record Keeping.....	5-22
GC 3.14.03	Claims Procedure.....	5-22
GC 3.14.04	Negotiations .....	5-23
GC 3.14.05	Mediation.....	5-24
GC 3.14.06	Payment .....	5-24
GC 3.14.07	Rights of Both Parties.....	5-24
GC 3.15	Arbitration .....	5-24
GC 3.15.01	Conditions for Arbitration.....	5-24
GC 3.15.02	Arbitration Procedure .....	5-25
GC 3.15.03	Appointment of Arbitrator .....	5-25
GC 3.15.04	Costs .....	5-26
GC 3.15.05	The Decision .....	5-26



## Section 5 – General Conditions of Contract

GC 3.16	Archaeological Finds .....	5-26
GC 3.17	Changed Geotechnical or Subsurface Conditions .....	5-26
<b>Paragraph GC 4.0 – Owner's Responsibilities and Rights</b>		
GC 4.01	Working Area.....	5-28
GC 4.02	Approvals and Permits .....	5-28
GC 4.03	Management and Disposition of Materials .....	5-28
GC 4.04	Construction Affecting Railway Property .....	5-29
GC 4.05	Default by the Contractor .....	5-29
GC 4.06	Notification of Default .....	5-30
GC 4.07	Contractor's Right to Correct a Default.....	5-30
GC 4.08	Owner's Right to Correct Default or Terminate the Contract.....	5-30
GC 4.09	Final Payment to Contractor.....	5-31
GC 4.10	Continuation of Contractor's Obligations .....	5-31
GC 4.11	Owner's Right to Request Documents .....	5-31
<b>Paragraph GC 5.0 – Material</b>		
GC 5.01	Supply of Material.....	5-32
GC 5.02	Quality of Material .....	5-32
GC 5.03	Rejected Material .....	5-33
GC 5.04	Substitutions.....	5-33
GC 5.05	Owner Supplied Material .....	5-33
GC 5.05.01	Ordering of Excess Material .....	5-33
GC 5.05.02	Care of Material.....	5-33
<b>Paragraph GC 6.0 – Insurance, Protection and Damage</b>		
GC 6.01	Protection of Work, Persons and Property .....	5-35
GC 6.02	Indemnification .....	5-35
GC 6.03	Contractor's Insurance .....	5-37
GC 6.04	Bonding .....	5-38
<b>Paragraph GC 7.0 – Contractor's Responsibilities and Control of the Work</b>		
GC 7.01	General.....	5-39
GC 7.02	Layout.....	5-42
GC 7.02.01	Layout by Contractor .....	5-42
GC 7.02.02	Layout by Owner .....	5-43
GC 7.03	Damage by Vehicles or Other Equipment .....	5-43
GC 7.04	Excess Loading of Motor Vehicles .....	5-44
GC 7.05	Condition of the Working Area .....	5-44
GC 7.06	Maintaining Roadways and Detours.....	5-45
GC 7.07	Access to Properties Adjoining the Work and Interruption of Utility Services.....	5-45
GC 7.08	Approvals and Permits .....	5-46
GC 7.09	Suspension of Work .....	5-46
GC 7.10	Contractor's Right to Stop the Work or Terminate the Contract .....	5-46
GC 7.11	Notices by the Contractor.....	5-47
GC 7.12	Obstructions .....	5-47
GC 7.13	Limitations of Operations.....	5-48
GC 7.14	Cleaning Up Before Acceptance .....	5-48
GC 7.15	Warranty.....	5-48
GC 7.16	Contractor's Workers.....	5-49
GC 7.17	Resident or property owner complaints or claims .....	5-49

## Section 5 – General Conditions of Contract

GC 7.18	Contractor's responsibility for drainage .....	5-49
GC 7.19	Blasting.....	5-49
<b>Paragraph GC 8.0 – Measurement and Payment</b>		
GC 8.01	Measurement .....	5-50
GC 8.01.01	Quantities .....	5-50
GC 8.01.02	Variations in Tender Call .....	5-50
GC 8.02	Payment .....	5-50
GC 8.02.01	Payment for Work.....	5-50
GC 8.02.02	Advance Payments for Material .....	5-51
GC 8.02.03	Certification and Payment .....	5-52
GC 8.02.03.01	Progress Payment Certificate.....	5-52
GC 8.02.03.02	Certification of Subcontract Completion .....	5-52
GC 8.02.03.03	Subcontract Statutory Holdback Release Certificate and Payment .....	5-52
GC 8.02.03.04	Certification of Substantial Performance .....	5-53
GC 8.02.03.05	Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates.....	5-54
GC 8.02.03.06	Certification of Completion .....	5-55
GC 8.02.03.07	Completion Payment and Completion Statutory Holdback Release Payment Certificates .....	5-55
GC 8.02.03.08	Owner's Set-off.....	5-55
GC 8.02.04	Payment on a Time and Material Basis.....	5-56
GC 8.02.04.01	Definitions.....	5-56
GC 8.02.04.02	Daily Work Records.....	5-57
GC 8.02.04.03	Payment for Work.....	5-57
GC 8.02.04.04	Payment for Labour.....	5-58
GC 8.02.04.05	Payment for Material .....	5-58
GC 8.02.04.06	Payment for Equipment.....	5-58
GC 8.02.04.06.01	Working Time .....	5-58
GC 8.02.04.06.02	Standby Time .....	5-59
GC 8.02.04.07	Payment for Hand Tools.....	5-59
GC 8.02.04.08	Payment for Work By Subcontractors .....	5-59
GC 8.02.04.09	Submission of Invoices.....	5-59
GC 8.02.04.10	Payment Other Than on a Time and Material Basis .....	5-60
GC 8.02.04.11	Payment Inclusions .....	5-60
GC 8.02.05	Final Acceptance Certificate.....	5-60
GC 8.02.06	Payment of Workers .....	5-60
GC 8.02.07	Records.....	5-61
GC 8.02.08	Taxes and Duties .....	5-61
GC 8.02.09	Liquidated Damages .....	5-62

## Section 5 – General Conditions of Contract

### Paragraph GC 1.0 Interpretation

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#### GC #

- 1.01**  
.01      **Captions**  
The captions appearing in these General Conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit or enlarge the scope or meaning of the General Conditions or any provision hereof.
- 1.02**  
.01      **Abbreviations**  
For the purposes of the Contract Documents where used anywhere in the Contract Documents, the following abbreviations shall have the corresponding meanings:
- "AASHTO" - American Association of State Highway Transportation Officials
  - "ACI" - American Concrete Institute
  - "ANSI" - American National Standards Institute
  - "ASTM" - American Society for Testing and Materials
  - "AWG" - American Wire Gauge
  - "AWWA" - American Water Works Association
  - "CCIL" - Canadian Council of Independent Laboratories
  - "CESA" - Canadian Engineering Standards Association
  - "CGSB" - Canadian General Standards Board
  - "CSA" - Canadian Standards Association
  - "CWB" - Canadian Welding Bureau
  - "GC" - General Condition
  - "MOE" - Ministry of the Environment (Ontario)
  - "MTO" - Ontario Ministry of Transportation
  - "MUTCD" - Manual of Uniform Traffic Control Devices, published by MTO
  - "NSF" - NSF International
  - "OPS" - Ontario Provincial Standard
  - "OPSD" - Ontario Provincial Standard Drawing
  - "OPSS" - Ontario Provincial Standard Specification
  - "OTM" - Ontario Traffic Manual
  - "PEO" - Professional Engineers Ontario
  - "SAE" - Society of Automotive Engineers
  - "SSPC" - Structural Steel Painting Council
  - "THESL" - Toronto Hydro Energy Services Limited
  - "TRCA" - Toronto Region Conservation Authority
  - "UL" - Underwriters Laboratories
  - "ULC" - Underwriters Laboratories Canada
- 1.03**  
.01      **Gender and Singular References**  
References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural and vice versa as the context requires.

## Section 5 – General Conditions of Contract

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### GC #

#### 1.04 Definitions

.01 For the purposes of the Contract Documents the following definitions shall apply:

**Actual Measurement** means a field measurement approved by the Contract Administrator with respect to an item of Work.

**Addenda** mean any additions or changes in the tender documents issued by the Owner prior to tender closing.

**Base** means a layer of material of specified type and thickness placed immediately below the Pavement, driving surface, finished grade, curb and gutter or sidewalk.

**Bid** means an offer in writing from the Contractor to complete the Work, submitted in accordance with the Tender Call.

**Certificate of Subcontract Completion** means the certificate issued by the Contract Administrator in accordance with paragraph GC 8.02.03.02, Certificate of Subcontract Completion.

**Certificate of Substantial Performance** means the certificate issued by the Contract Administrator at Substantial Performance.

**Change Directive** means a written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing the Contractor to proceed with a Change in the Work .

**Change in the Work** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the Work to be done or materials of the Work or part thereof, including changes in geotechnical, subsurface, surface or other conditions.

**Change Order** means a written amendment to the Contract signed by the Owner, or the Contract Administrator where so authorized, and the Contractor, covering contingencies, a Change in the Work, and establishing the basis for payment and the time allowed for the adjustment of the Contract Time, if any.

**City** means the City of Toronto

**Completion** has the meaning as set out in the Construction Lien Act, R.S.O. 1990, c. C.30, as amended;

**Completion Certificate** means the certificate issued by the Contract Administrator at Completion.

## Section 5 – General Conditions of Contract

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### GC #

**Completion Payment Certificate** means the certificate described more particularly in paragraph GC 8.02.03.07

**Contract** means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.

**Contract Administrator** means the person, partnership or corporation designated by the Owner to be the Owner's representative for the purposes of the Contract.

**Contract Documents** mean the executed agreement between the Owner and the Contractor, including its various schedules, the Tender Call, the General Conditions, the Specific Conditions, Standard Specifications, Special Specifications, Contract Drawings, Addenda, such other documents as may be listed in the agreement and any Change Orders.

**Contract Drawings** or **Contract Plans** mean drawings or plans, any Geotechnical Report, any Subsurface Report and other reports and information provided by the Owner for the Work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate sources lists, cross-sections and Standard Drawings.

**Contract Price** means the amount payable by the Owner to the Contractor for Work to be completed under the Contract in accordance with the method and manner of payment stipulated in the Contract Documents and the unit prices or lump sum prices tendered by the Contractor, and includes any additional amounts payable for approved Changes in the Work as provided for and authorised in the Contract Documents.

**Contract Time** means the time stipulated in the Contract Documents for Completion of the Work, including any extension of time made pursuant to the Contract Documents.

**Contractor** means the person, partnership or corporation undertaking the Work as identified in the Contract Documents.

**Controlling Operation** means any component of the Work that, if delayed, may delay the completion of the Work.

**Cut-off Date** means the date up to which payment may be made for Work performed.

**Daily Work Records** means daily records detailing the number and categories of workers and hours worked and on standby, types and quantities of Equipment and number of hours in use and on standby, and description and quantities of Material utilized.

## Section 5 – General Conditions of Contract

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### GC #

**Day** means a calendar day.

**Drawings or Plans** mean any Contract Drawings or Contract Plans or any Working Drawings or Working Plans, or any reproductions of drawings or plans pertaining to the Work.

**Equipment** means all machinery and equipment used for preparing, fabricating, conveying or erecting the Work and commonly referred to as "construction machinery" or "equipment".

**Estimate** means a calculation of the quantity or cost of the Work or part of it depending on the context.

**Final Acceptance** means the date on which the Contract Administrator determines that the Work has passed all inspection and testing requirements and the Contract Administrator is satisfied that the Contractor has rectified all imperfect Work and has discharged all of the Contractor's obligations under the Contract Documents.

**Final Acceptance Certificate** means the certificate issued by the Contract Administrator at Final Acceptance.

**Form of Agreement** means the Contract Execution Package Form of Agreement

**GC or General Conditions** means these general conditions, which shall form part of the Contract Documents;

**Geotechnical Report** means a report or other information identifying surface and below surface soil, rock and ground water conditions in the area of any proposed Work.

**Grade** means the required elevation of a specific part of the Work.

**Hand Tools** means tools that are commonly referred to as "tools of the trade" or "implements of the trade" and include small power tools.

**Hazardous Material** means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, coal tar and any other biological or chemical agent, substance or material named, described, declared or defined to be hazardous, toxic, or a contaminant or pollutant in, or pursuant to, any applicable federal, provincial or municipal statutes, by-laws, regulations, codes, agreements, standards or orders.

## Section 5 – General Conditions of Contract

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### GC #

**Highway** means a common and public highway, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**Lot** means a specific quantity of material or a specific amount of construction commonly from a single source and produced by the same process.

**Lump Sum Item** means a Tender Call item for which payment will be made at a single tendered price rather than based on a measured quantity.

**Major Item** means any Tender Call item that has a value, calculated on the basis of its actual or estimated Tender Call quantity, whichever is the larger, multiplied by its Tender Call unit price, which is equal to or greater than the lesser of:

- i. \$100,000, or
- ii. 5% of the total Tender Call value calculated on the basis of the total of all the estimated Tender Call quantities and the Tender Call unit prices.

**Material** means material, machinery, equipment and fixtures forming part of the Work.

**Owner** means the City.

**Pavement** means a wearing course or courses placed on the Roadway and consisting of asphaltic concrete, hydraulic cement concrete, Portland cement concrete, or plant or road mixed mulch.

**Plan Quantity** means that quantity as computed from within the boundary lines of the Work as shown in the Contract Documents.

**Progress Payment Certificate** means that certificate described in paragraph GC 8.02.03.01, Progress Payment Certificate.

**Record** means any of the Contractor's books, payrolls, accounts, invoices, receipts or other information or documentation that relates to the Work or any Change in the Work or claims arising therefrom or that are required to identify or calculate taxes paid or payable and any savings resulting from tax changes.

**Roadway** means that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.

**Shop Drawing** means any drawing, diagram, illustration, schedule, performance chart, scheme, brochure or data which is provided or required to be provided by the Contractor to illustrate specific details of the performance and construction of a portion of the Work.

## Section 5 – General Conditions of Contract

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### GC #

**Shoulder** means that portion of the Roadway between the edge of the wearing surface and the top inside edge of the ditch or fill slope.

**Special Specification** means a specification containing requirements specific to the Work that are not included in any Standard Specification or which are intended to supplement, amend or override part or all of a Standard Specification.

**Standard Drawing or Standard Specification** means a standard practice required and stipulated by the Owner for performance of the Work.

**Specific Conditions** means that part of the Tender Call referred to as 'Specific Conditions'.

**Subbase** means a layer of material of specified type and thickness between the Subgrade and the Base.

**Subcontractor** means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.

**Subgrade** means the earth or rock surface, whether in cut or fill, as prepared to support the pavement structure, consisting of Base, Subbase and Pavement.

**Substantial Performance** has the meaning as set out in the Construction Lien Act, R.S.O. 1990, c. C.30 , as amended.

**Substantial Performance Payment Certificate** means a payment certificate as defined more particularly in paragraph GC 8.02.03.05.02.

**Subsurface Report** means a report or other information identifying the location of Utilities, concealed and adjacent structures and physical obstructions that fall within the Working Area.

**Superintendent** means the Contractor's authorized representative in charge of the Work and who shall be a "competent person" within the meaning of the definition contained in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended.

**Surety** means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the *Insurance Act*, R.S.O. 1990, c.i.8, as amended, executing the bond provided by the Contractor and as required by the Contract Documents.

**Tender Call** means the Tender Call package in its entirety, inclusive of all appendices and Addenda/Addendum that may be issued by the City.

**Time and Material** means costs calculated according to paragraph GC 8.02.04, Payment on a Time and Material Basis.



## Section 5 – General Conditions of Contract

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### GC #

**Utility** means an aboveground or underground facility maintained by a municipality, public utility authority or regulated corporation and includes services such as sanitary sewer, storm sewer, water, electric, gas, oil, steam, data transmission, telephone and cable television.

**Warranty Period** means the period of 24 months measured from the date of Substantial Performance or such longer or shorter period as may be specified for certain Materials or some or all of the Work, in the Contract Documents.

**Work** means the total construction and related services required by the Contract Documents.

**Working Area** means all the lands and easements owned or acquired by the Owner for the construction of the Work.

**Working Day** means any Day,

- a) except Saturdays, Sundays and statutory holidays;
- b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this shall be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and Equipment force effectively engaged on the Controlling Operation for at least 5 hours;
- c) except a Day on which the Contractor is prevented from proceeding with a Controlling Operation, as determined by the Contract Administrator by reason of,
  - i. any breach of the Contract by the Owner, or another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
  - ii. non-delivery of Owner-supplied materials.
  - iii. any cause beyond the reasonable control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

**Working Drawings or Working Plans** means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework and shoring plans, Roadway protection plans, Shop Drawings, shop plans or erection diagrams.

1.05  
.01

#### **Final Acceptance**

For the purposes of determining whether Final Acceptance has occurred, the Contract Administrator shall not take into account, in determining the discharge of the Contractor's obligations, any warranty obligation of the Contractor to the extent that the warranty extends beyond 24 months after Substantial Performance.

## Section 5 – General Conditions of Contract

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### GC #

- 1.06**  
.01      **Interpretation of Certain Words**  
The words "acceptable", "approval", "authorized", "considered necessary", "directed", "required", "satisfactory", or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Contract Administrator, unless the context clearly indicates otherwise.
- 1.07**  
.01      **Language of the Contract**  
For the purposes of this Contract, all documents and communications pertaining to this Contract shall be in the English language.

## Section 5 – General Conditions of Contract

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### Paragraph GC 2.0 Contract Documents

#### GC #

- 2.01 Reliance on Contract Documents – Underground Structures and Utilities**
- .01 The Owner represents that the information furnished in the Contract Documents can be relied upon, but subject to the following limitations or exceptions:
- a) the location of all underground utilities or other structures that may affect the Work shall be shown in any drawing to a tolerance of:
    - i. 1 meter horizontal and
    - ii. 0.3 meters vertical;
- .02 Despite paragraph GC 2.01.01, the Owner does not warrant or make any representation with respect to:
- a) interpretations of data or opinions expressed in any Subsurface Report or Geotechnical Report available for the perusal of the Contractor, whether or not such report is included as part of the Contract Documents, and
  - b) other information specifically excluded from this warranty.
- 2.02 Order of Precedence**
- .01 In the event of any inconsistency or conflict in the contents of the following documents , which form part of the Contract Documents, such documents shall take precedence and govern in the following descending order:
- a) Form of Agreement
  - b) Addenda
  - c) Pricing Form, which forms part of the Bid
  - d) Special Specifications
  - e) Contract Drawings
  - f) Standard Specifications
  - g) Specific Conditions
  - h) General Conditions
  - i) Working Drawings
- Later dates shall govern within each of the above categories of documents.
- .02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:
- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
  - b) Drawings of larger scale shall govern over those of smaller scale;

## Section 5 – General Conditions of Contract

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### GC #

- c) Detailed Drawings shall govern over general Drawings; and
  - d) Drawings of a later date shall govern over those of an earlier date in the same series.
- .03 In the event of any inconsistency or conflict in the contents of Standard Specifications, the following order of precedence shall govern:
- a) City of Toronto Standard Specifications and Standard Drawings, then
  - b) Ontario Provincial Standard Specifications and Drawings; including any amendments, then
  - c) Other Standard Specifications, such as those produced by Canadian Standards Association, Canadian General Standards Board, American Society for Testing and Materials and American National Standards Institute and referenced in the City of Toronto Standard Specifications, Standard Drawings or Ontario Provincial Standard Specifications.
- .04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

## Section 5 – General Conditions of Contract

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### Paragraph GC 3.0 Administration of the Contract

**GC #**

- 3.01 Contract Administrator's Authority**
- .01 The Contract Administrator shall be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate whichever is later. Instructions to the Contractor including instructions from the Owner may be issued by the Contract Administrator or the Owner. The Contract Administrator shall have the authority to act on behalf of the Owner to the extent provided in the Contract Documents.
- .02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor.
- .03 The Contract Administrator may inspect the Work to evaluate his or her conformity with the Contract Documents, and to record any data deemed necessary by the Contract Administrator or the Owner.
- .04 The Contract Administrator shall determine the amounts owing to the Contractor under the Contract and shall issue certificates for payment in such amounts as provided for in paragraph GC 8.0, Measurement and Payment.
- .05 The Contract Administrator shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as Shop Drawings, product data, and samples in accordance with the Contract Documents.
- .06 The Contract Administrator shall be entitled to investigate all allegations of a Change in the Work made by the Contractor in writing and issue appropriate instructions.
- .07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner's approval.
- .08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.
- .09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract Documents. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and in making these decisions the Contract Administrator shall not show partiality to either party.

## Section 5 – General Conditions of Contract

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GC #

- .10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.
- .11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship, the use of defective material, or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall when directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.
- .12 Any part of the Work destroyed or damaged by such removals, replacements or re-executions shall be made good, promptly, at no additional cost to the Owner.
- .13 If, in the opinion of the Contract Administrator, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, which amount shall be determined in the first instance by the Contract Administrator.
- .14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective work or Material shall not constitute acceptance of defective work or Material.
- .15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary, for the following reasons:
- a) to facilitate the checking of any portion of the Contractor's construction layout;
  - b) to facilitate the inspection of any portion of the Work; or
  - c) for the Contractor to remedy its non-compliance with any provision of the Contract Documents.

The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.

## Section 5 – General Conditions of Contract

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### GC #

- .16 In the case of non-compliance with the provisions of the Contract Documents by the Contractor, the Contract Administrator shall have the authority to either suspend the Work for such reasonable time as may be necessary to remedy such non-compliance or terminate the Work, at the sole discretion of the Owner. The Contractor shall not be entitled to any compensation for suspension or termination of the Work in these circumstances.
- .17 If the Contract Administrator determines that any worker employed on the Work is incompetent, as defined by the Occupational Health and Safety Act, or is disorderly, then the Contract Administrator shall provide written notice to the Contractor and the Contractor shall immediately remove the worker from the Working Area. Such worker shall not return to the Working Area without the prior written consent of the Contract Administrator.
- 3.02 Working Drawings**
- .01 The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- .02 The Contractor shall submit Working Drawings to the Contract Administrator in accordance with an agreed upon schedule or otherwise with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Contract Administrator so requests they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.
- .03 The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- .04 The Contract Administrator's review shall check for conformity with the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.
- .05 The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator and

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
	marked with the words "Reviewed. Permission to construct granted".
.07	The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.
<b>3.03</b>	<b>Right of the Contract Administrator to Modify Methods and Equipment</b>
.01	The Contractor shall, when requested in writing, make alterations in the method, Equipment or work force at any time the Contract Administrator considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.
.02	The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.
.03	Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.
<b>3.04</b>	<b>Emergency Situations</b>
.01	The Contract Administrator has the right to determine the existence of an emergency situation, and when such an emergency situation is determined to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action, or if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.
.02	If the emergency situation was the fault of the Contractor, the remedial work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial work.
<b>3.05</b>	<b>Layout</b>
.01	The Contract Administrator shall provide baseline and benchmark information for the general location, alignment, and elevation of the Work. The Owner shall be responsible only for the correctness of the information provided by the Contract Administrator.
<b>3.06</b>	<b>Working Area</b>
.01	The Contractor's sheds, site offices, toilets, other temporary structures and storage areas for material and equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.
.02	The Contractor shall confine its construction operations to the Working Area. Should the Contractor require more space than that shown on the Contract Drawings, the Contractor shall, with the Contract Administrator's written consent, obtain such space at no additional cost to the Owner.
.03	The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from



## Section 5 – General Conditions of Contract

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### GC #

- the property owner.
- .04 All benchmarks and survey monuments within the Working Area shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor's expense.
- 3.07**
- 3.07**
- .01 **Extension of Contract Time**  
An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the Contractor is of the opinion that such an extension may be required and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons, and state the length of extension required. Neither the Owner nor the Contract Administrator shall be under any obligation to consider an extension of the Contract Time unless the Contractor makes a request for an extension of Contract Time under this paragraph.
- .02 Circumstances suitable for consideration of an extension of Contract Time include:
- a) Delays, in accordance with paragraph GC 3.08; and
  - b) Changes in the Work, in accordance with paragraph GC 3.11
- .03 The Contract Administrator shall, in considering an application for an extension to the Contract Time, take into account whether the delays or Changes in the Work involve a Controlling Operation.
- .04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.
- .05 The terms and conditions of the Contract shall continue for such extension of Contract Time.
- 3.08**
- 3.08**
- .01 **Delays**  
If the Contractor is delayed in the performance of the Work by,
- a) war, blockades, and civil commotions, errors in the Contract Documents;
  - b) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
  - c) the Contract Administrator giving notice as described in paragraph GC 7.09, Suspension of Work;
  - d) abnormal inclement weather; or
  - e) archaeological finds in accordance with paragraph GC 3.16, Archaeological Finds,

then the Contractor shall be reimbursed by the Owner for reasonable costs

## Section 5 – General Conditions of Contract

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### GC #

incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time will be considered in accordance with paragraph GC 3.07, Extension of Contract Time.

- .02 If the Work is delayed by labour disputes, strikes or lock-outs - including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound - which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with paragraph GC 3.07, Extension of Contract Time. In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions of the Owner.
- .03 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with paragraph GC 3.14, Claims, Negotiations, Mediations.
- 3.09 Assignment of Contract**
- .01 The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Owner, which consent may be withheld or given subject to such terms and conditions as the Owner deems appropriate.
- 3.10 Subcontracting by the Contractor**
- .01 Subject to paragraph GC 3.10.03, the Contractor may subcontract any part of the Work, in accordance with the Contract Documents and any limitations specified therein.
- .02 The Contractor shall notify the Contract Administrator 10 Days prior to the start of construction, in writing, of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.
- .03 The Contract Administrator shall, within 10 Days of receipt of such notification, accept or reject the intended Subcontractor. A rejection shall be in writing and shall include the reasons for the rejection.
- .04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with the Contract Documents.

## Section 5 – General Conditions of Contract

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### GC #

- .05 The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall,
- a) enter into agreements with the intended Subcontractors to require them to perform their work in accordance with the Contract Documents; and
  - b) be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- .06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.
- .07 The Contractor and all associated Subcontractors shall be subject to the Owner's Fair Wage Policy, as adopted by the Owner from time to time, and any of the Owner's or legislated labour trades requirements. Failure to comply with this policy and/or these requirements, may lead to termination of the Contract, or termination or rejection of a Subcontractor, as the case may be, with no recourse by the Contractor in respect of such termination or rejection.
- 3.11 Changes in the Work**
- .01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract.
- .02 Where a Change in the Work relates solely to quantities of tendered unit price Work items, or where a Change in the Work must be undertaken prior to agreement between the Owner and the Contractor on a change in the Contract Price and/or Contract Time, the Change in the Work may be ordered by a Change Directive. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Directive. Upon the receipt of such Change Directive the Contractor shall proceed with the Change in the Work.
- .03 The Contractor may apply for an extension of Contract Time according to the terms of paragraph GC 3.07, Extension of Contract Time.
- .04 If the Change in the Work relates solely to quantities of unit price Work items in the Tender Call, payment for the Work shall be made according to the conditions in paragraph GC 8.01.02, Variations in Tender Call Quantities. If the Change in the Work does not relate solely to quantities of unit price Work items in the Tender Call, payment for the Change in the Work shall be made in accordance with:

## Section 5 – General Conditions of Contract

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### GC #

- a) a lump sum price or unit price agreed to between the Contractor and the Contract Administrator prior to commencement of the Change in the Work, in which case the Contract Administrator shall issue a Change Order that states the agreed lump sum price or unit price, as applicable; or
- b) the Schedule of Prices for Changes in the Work in the event that the Contract Documents include such a Schedule and the work item required is set out in the Schedule, in which case the Contract Administrator shall issue a Change Order; or
- c) the provisions contained in paragraph GC 8.02.04, Payment on a Time and Material Basis.

### **3.12**

#### **Notices**

.01

Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand, email or by facsimile transmission and on the fifth Day after the date of mailing if sent by mail.

.02

The Contractor and the Owner shall provide each other with the mailing addresses, telephone numbers, email addresses and facsimile terminal numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.

.03

In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.

.04

Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

### **3.13**

#### **Use and Occupancy of the Work Prior to Substantial Performance**

.01

The Owner may use or occupy the Work or any part thereof prior to Substantial Performance unless otherwise specified in the Contract Documents.

.02

The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

## Section 5 – General Conditions of Contract

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### GC #

- 3.14 Claims, Negotiations, Mediation**
- 3.14.01 Continuance of the Work**  
.01 Unless the Contract Documents have been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action shall not jeopardize any claim it may have.
- 3.14.02 Record Keeping**  
.01 Immediately upon commencing Work that may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor's claim, and the Contract Administrator shall keep Daily Work Records to be used in assessing the Contractor's claim, all in accordance with paragraph GC 8.02.07, Records.  
.02 The Contractor and the Contract Administrator shall attempt to reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted. If the Contractor and the Contract Administrator fail to reconcile their respective Daily Work Records, then the Contractor shall submit its Daily Work Records as part of its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.  
.03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.
- 3.14.03 Claims Procedure**  
.01 The Contractor shall give oral notice to the Contract Administrator of any situation which may lead to a claim for additional payment immediately upon becoming aware of the situation and shall provide written notice to the Contract Administrator of such situation or of any express intent to claim such payment, within seven Days of the commencement of any part of the work which may be affected by the situation or shall form part of the claim.  
.02 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days after completion of the work affected by the situation. The detailed claim shall:  
a) identify the item or items in respect of which the claim arises;  
b) state the grounds, contractual or otherwise, upon which the claim is made; and  
c) include the Records maintained by the Contractor supporting such claim.

In exceptional cases the 30 Days may be increased to a maximum of 90 Days with approval in writing from the Contract Administrator.

## Section 5 – General Conditions of Contract

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- GC #**
- .03 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.
- .04 Within 90 Days of receipt of the detailed claim, the Owner, or if authorized by the Owner, the Contract Administrator, shall advise the Contractor, in writing, of the Owner's opinion with regard to the validity of the claim.
- 3.14.04 Negotiations**
- .01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- .02 Should the Contractor disagree with the opinion given in paragraph GC 3.14.03.04, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Negotiation shall occur on three levels; first, with the Contract Administrator, second with the Owner's Manager level, and third, with the Owner's Director, General Manager or Executive Director. Corresponding level shall be involved in the discussions on behalf of the Contractor. Any agreement reached with the Contract Administrator shall be subject to the Owner's approval. Prior to commencement of construction the Owner and the Contractor shall meet to determine the names of the representatives at the three levels of discussion. These names shall be put in writing, to be used in the event of a dispute in issue.
- .03 Discussions with the Contract Administrator shall be completed as soon as possible and shall be limited to a period of no more than 30 Days following receipt of the opinion given in paragraph GC 3.14.03.04. The Manager level discussion shall be completed as soon as possible following failed discussions with the Contract Administrator, and shall be limited to a period of no more than a further 30 Days. The Director, General Manager or Executive Director level discussion shall be completed as soon as possible following failed Manager level discussions, and shall be limited to a period of no more than a further 30 days.
- .04 Each party shall be responsible for elevating an issue to the next level of negotiation, if the issue has not been resolved at the current level. The Contractor or Contract Administrator shall notify the other party in writing if he or she wishes to pursue an issue to the next level of negotiation.
- .05 Where a negotiated settlement cannot be reached, or it is agreed that payment cannot be made on a Time and Material basis in accordance with paragraph GC 8.02.04, Payment on a Time and Material Basis, the parties may, upon mutual agreement, proceed in accordance with paragraph GC 3.14.05, Mediation.

## Section 5 – General Conditions of Contract

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### GC #

- 3.14.05 Mediation**
- .01 If a claim is not resolved satisfactorily through the negotiation process in paragraph GC 3.14.04, and either party wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third party mediator.
- .02 The mediator shall be mutually agreed upon by the Owner and Contractor.
- .03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together or separately, as necessary, to review all aspects of the issue. The mediator may provide the parties with his or her non-binding, without prejudice, settlement recommendation, on the day of the mediation.
- .04 Each party is responsible for its own costs related to the use of the third party mediator process. The costs of the third party mediator shall be equally shared by the Owner and Contractor.
- 3.14.06 Payment**
- .01 In the event that the parties resolve a claim through mediation, then any agreed upon payment shall be made no later than 30 Days after the date of resolution of the claim or dispute, unless the parties agree otherwise.
- 3.14.07 Rights of Both Parties**
- .01 Unless the parties agree otherwise, no action taken under this paragraph GC 3.14, Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties.
- 3.15 Arbitration**
- 3.15.01 Conditions for Arbitration**
- .01 If a claim is not resolved satisfactorily through the negotiation process, or mediation if utilized, either party may request an arbitration of the dispute and the parties, by mutual agreement, may submit such dispute to arbitration and the provisions of the Ontario *Arbitration Act*, 1991, as amended, shall apply to such arbitration, including the provisions for appeal therein, except as otherwise provided in this section 3.15. Notwithstanding this, in the case of claims for amounts less than \$150,000, exclusive of H.S.T., the provisions of article GC 3.15, Arbitration shall be mandatory if requested by either party, and the matter shall proceed to arbitration if not resolved through the said negotiation or mediation processes.
- .02 If the Parties engage in arbitration to resolve the issue, notification to that effect shall be communicated in writing to the Contract Administrator within 30 Days of completing the negotiations referred in paragraph 3.14.04, or, if the parties proceed to mediation under paragraph 3.14.05, within 30 Days of completing that mediation.

## Section 5 – General Conditions of Contract

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### GC #

- .03 The parties shall be bound by the decision of the arbitrator.
- .04 The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of this paragraph GC 3.15, Arbitration.
- 3.15.02 Arbitration Procedure**
- .01 If the Parties agree to engage in arbitration to resolve an issue, the parties shall enter into an agreement to arbitrate in accordance with the Arbitration Act, 1991, S.O. 1991, Ch. 17.
- The following provisions shall be included in the agreement to arbitrate:
- a) All existing actions in respect of the matters under arbitration shall be stayed pending arbitration;
  - b) All then unresolved claims and matters to be settled shall be set out in a schedule to the agreement. Only such claims and matters as are in the schedule shall be arbitrated; and
  - c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.
- 3.15.03 Appointment of Arbitrator**
- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration referred to in paragraph GC 3.15.01.02, the Owner and the Contractor shall each choose an appointee with 37 Days of the notice of arbitration.
- .03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the Arbitration and Mediation Institute of Ontario Inc. which shall select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.
- .05 The arbitrator is not bound by the rules of evidence which govern the trial of cases in court but may hear and consider any evidence which the arbitrator considers relevant.
- .06 The hearing shall commence within 90 Days of the appointment of the arbitrator.



## Section 5 – General Conditions of Contract

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### GC #

- 3.15.04**      **Costs**
- .01              The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- .02              The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.
- .03              The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.
- .04              The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.
- 3.15.05**      **The Decision**
- .01              The reasoned decision shall be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with the decision of the Arbitrator.
- 3.16**              **Archaeological Finds**
- .01              If the Contractor's operations expose any items that may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Initial notification may be verbal provided that such notice is confirmed in writing by the Contractor within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with paragraph GC 7.09, Suspension of Work.
- .02              Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control in accordance with paragraph GC 3.08.01.
- .03              Any work directed or authorized in connection with an archaeological find shall be considered as a Change in the Work in accordance with paragraph GC 3.11, Changes in the Work.
- .04              The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.
- 3.17**              **Changed Geotechnical or Subsurface Conditions**
- .01              If the geotechnical or subsurface conditions in the Working Area appear to the Contractor or the Contract Administrator to differ materially from those indicated in the Contract Documents, then the Contractor or the Contract

## Section 5 – General Conditions of Contract

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### GC #

Administrator, respectively, shall immediately notify the other party. Notification may be verbal provided that the notice is confirmed in writing by the party giving the notice within 2 Days. The Contract Administrator shall promptly investigate the apparent changed geotechnical or subsurface conditions and make a finding. Subject to the provisions of GC 2.01, if the finding is that the conditions differ materially and this would cause an increase or decrease in the Contract Price or Contract Time, then the Contract Administrator, with the Owner's approval, shall provide the Contractor with a Change Directive in accordance with the provisions of GC 3.11. If the finding is that the conditions are not materially different or that no change in the Contract Price or the Contract Time is justified, the Contract Administrator shall promptly report the reasons for this finding to the Contractor and Owner in writing.

## Section 5 – General Conditions of Contract

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### Paragraph GC 4.0 Owner's Responsibilities and Rights

#### GC #

- 4.01 Working Area**  
.01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements.
- 4.02 Approvals and Permits**  
.01 The Owner shall pay for all plumbing and building permits.  
.02 The Owner shall obtain and pay for all permits, licenses and certificates solely required for the design of the Work.
- 4.03 Management and Disposition of Materials**  
.01 The Owner shall identify in the Contract Documents the materials to be moved within or removed from the Working Area, and any characteristics of those materials that necessitate special materials management and disposition.  
.02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that,  
a) the designated substance arsenic may be present throughout the Working Area occurring naturally, in contaminated soil or in sewage;  
b) the designated substance asbestos is typically present throughout the Working Area in cement products, asphalt, and conduits for utilities. Exposure may occur as a result of activities by the Contractor such as cutting, grinding, drilling, blasting, breaking, crushing or removing of cement products, asphalt or conduits;  
c) the designated substance lead may be present throughout the Working Area in contaminated soil, in sewage or in lead-containing paints, coatings, or conduits. Exposure may occur during soil excavation, or during removal or high temperature cutting/welding of paints/coatings or during cutting, grinding, drilling or removing of conduits;  
d) the designated substance silica is typically present throughout the Working Area in cement materials. Exposure may occur as a result of activities such as sweeping, drilling, cutting, grinding, breaking or removing rock, concrete, masonry, stone or refractory materials; and  
e) The designated substances benzene and mercury may be present throughout the Working area in sewage.  
.03 Where building records or test results indicate the presence of a designated substance as set out above, specific information on its condition and location shall be provided by the Owner in the Contract Documents.  
.04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous materials that are in addition to those listed in paragraph GC 4.03.02, or not clearly identified in the Contract

## Section 5 – General Conditions of Contract

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### GC #

Documents according to paragraph GC 4.03.03, then verbal notice shall be provided to the other party immediately and written confirmation shall be provided within 2 Days. The Contractor shall stop work in the area immediately and shall determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.

.05 The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Hazardous Materials not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph GC 4.03.05 shall be deemed to be a Change in the Work.

.06 Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner shall supply or use as part of the Work, together with copies of the Materials Safety Data Sheets for these products. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Material Safety Data Sheets.

#### **4.04 Construction Affecting Railway Property**

.01 The Owner shall pay the costs of all flagging and other traffic control measures required and provided by a railway company unless such costs are solely a function of the Contractor's chosen method of completing the Work.

.02 Every precaution shall be taken by the Contractor to protect all railway property at track crossings or otherwise, on which construction operations are to take place in accordance with the terms of this Contract Documents.

.03 The Contractor shall be required to conduct the construction operations in such a manner as to avoid the possibility of damaging any railway property in the vicinity of the Work. Every reasonable precaution shall be taken by the Contractor to ensure the safety of all workers, Subcontractors, and Equipment, as well as railway property throughout the duration of the Contract.

#### **4.05 Default by the Contractor**

.01 If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

.02 If the Contractor fails to commence the Work within 14 Days of a formal order to commence work signed by the Contract Administrator or, upon commencement of the Work, should neglect to execute the Work properly or otherwise fails to comply with the requirements of the Contract, the Owner

## Section 5 – General Conditions of Contract

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### GC #

may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such notice.

#### **4.06**

##### **Notification of Default**

.01

The Owner may give written notice of a default to the Contractor, provided that failure to give such notice in a timely way shall neither constitute nor be construed as waiver of the default. The notice shall include instructions to correct the default within 5 Working Days following receipt of such notice.

#### **4.07**

##### **Contractor's Right to Correct a Default**

.01

The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.

.02

If the Owner determines that the correction of the default cannot be completed within 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor,

- a) commences the correction of the default within the 5 Working Days following receipt of the notice;
- b) provides the Owner with a schedule satisfactory to the Owner for the progress of such correction; and
- c) completes the correction in accordance with such schedule.

#### **4.08**

##### **Owner's Right to Correct Default or Terminate the Contract**

.01

If the Contractor fails to correct the default within the time specified in paragraph GC 4.07, Contractor's Right to Correct a Default, the Owner may, without prejudice to any other right or remedy:

- a) correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor; and
- b) terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.

.02

If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner shall be entitled to,

- a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
- b) utilize any Material within the Working Area ;
- c) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
- d) charge the Contractor the additional cost over the Contract Price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator, which additional cost shall include any additional compensation paid to the

## Section 5 – General Conditions of Contract

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### GC #

- Contract Administrator arising from the correction of the default;
- e) charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under paragraph GC 7.15, Warranty;
  - f) charge the Contractor for any damages the Owner may have sustained as a result of or in relation to the default; and
  - g) charge the Contractor the amount by which the cost of corrections to the Work under paragraph GC 7.15, Warranty, exceeds the allowance provided for such corrections.

#### **4.09**

.01

##### **Final Payment to Contractor**

If the Owner's cost to correct and complete the Work in whole or in part is less than the amount withheld from the Contractor under paragraph GC 4.08.02, the Owner shall pay the balance to the Contractor as soon as the final accounting for the Contract is complete.

#### **4.10**

.01

##### **Continuation of Contractor's Obligations**

The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed prior to the time of termination of the Contract or termination of the Contractor's right to continue with the Work in whole or in part shall continue to be in force after such termination.

#### **4.11**

.01

##### **Owner's Right to Request Documents**

The Contractor shall, at the sole request of the Owner, provide any documentation requested by the Owner, where that documentation relates to any of the Work. The Contractor shall ensure that all such documentation is provided no later than ten (10) days following the receipt of any such request.

## Section 5 – General Conditions of Contract

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### Paragraph GC 5.0 Material

<u>GC #</u>	
<b>5.01</b>	<b>Supply of Material</b>
.01	All Material necessary for the proper completion of the Work, except those listed as being supplied by the Owner, shall be supplied by the Contractor at its sole expense.
<b>5.02</b>	<b>Quality of Material</b>
.01	All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.
.02	Material supplied by the Contractor shall conform to the requirements of the Contract Documents.
.03	As specified in the Contract Documents or as otherwise requested by the Contract Administrator, the Contractor shall make available for inspection or testing a sample of any Material to be supplied by the Contractor.
.04	The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling and testing as specified in the Contract Documents or as otherwise requested by the Contract Administrator.
.05	The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling and testing.
.06	The Owner shall not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling and testing before the scheduled shipping dates.
.07	The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.
.08	Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Contract Administrator.
.09	All Material inspection, sampling, and testing shall be carried out on a random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Contract Administrator for the Material that is based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
	the Contract Documents.
<b>5.03</b>	<b>Rejected Material</b>
.01	The Contractor shall remove rejected Material from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice, the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of in what the Contract Administrator considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.
<b>5.04</b>	<b>Substitutions</b>
.01	Where the Tender Call requires the Contractor to supply a Material designated by a trade or other name, the Bid shall be based only upon supply of the Material so designated, which shall be regarded as the standard of quality required by the Tender Call. After the acceptance of the Bid, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated in the Tender Call. The application to the Contract Administrator shall be in writing and shall state the price for the proposed substitute Material, and such other information as the Contract Administrator may require.
.02	The Contractor shall not propose any substitute Material prior to the acceptance of the Bid. The Contractor shall not substitute any Material without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be made at the discretion of the Contract Administrator.
<b>5.05</b>	<b>Owner Supplied Material</b>
<b>5.05.01</b>	<b>Ordering of Excess Material</b>
.01	Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.
<b>5.05.02</b>	<b>Care of Material</b>
.01	The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator and on the receipt of such Material shall promptly place it in storage except where it is to be incorporated forthwith into the Work.
.02	The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense



## Section 5 – General Conditions of Contract

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### GC #

- to the Owner, and to the satisfaction of the Contract Administrator. If such Material is rejected by the Contract Administrator for reasons that are not the fault of the Contractor it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.
- .03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it shall be assumed that the shipment arrived in good condition and order, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.
- .04 All Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers and other types of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor at the Contractor's expense unless otherwise specified in the Contract Documents.
- .06 Immediately upon receipt of each shipment, the Contractor shall provide the Contract Administrator with copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.
- .07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, it shall be assumed that the stockpile was in good condition and order when the Contractor took charge of it, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

## Section 5 – General Conditions of Contract

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### Paragraph GC 6.0 Insurance, Protection and Damage

<u>GC #</u>	
<b>6.01</b>	<b>Protection of Work, Persons and Property</b>
.01	The Contractor, the Contractor's agents, and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons, and property, including but not limited to, structures and utilities that may be impacted by the Work from damage or injury. The Contractor shall be responsible for all losses and damage which may arise as the result of the Contractor's operations under the Contract unless indicated to the contrary below.
.02	The Contractor shall be responsible for the full cost of any necessary temporary protective work or works and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property, the Contractor shall restore such damage, and such work and payment shall be administered according to the Contract Documents.
.03	The Contractor shall immediately inform the Contract Administrator of all damage and injuries that occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of the occurrence of the damage or injuries. The Contract Administrator may conduct its own investigation and the Contractor shall provide all assistance to the Contract Administrator as may be necessary for that purpose.
.04	The Contractor shall not be responsible for loss and damage that occurs as a result of, <ul style="list-style-type: none"><li>a) war;</li><li>b) blockades and civil commotions;</li><li>c) errors in the Contract Documents; or</li><li>d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.</li></ul>
.05	The Contractor and its Surety or Sureties shall not be released from any term or provision of any responsibility, obligation or liability under the Contract or waive or impair any of the rights of the Owner except by a release duly executed by the Owner.
<b>6.02</b>	<b>Indemnification</b>
.01	The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, and each of their elected officials, officers, employees and agents (hereinafter referred to collectively as the "Indemnitees") from and against all claims, demands, actions, suits or proceedings which may be brought against or made by third parties,

## Section 5 – General Conditions of Contract

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**GC #**

hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform any of its obligations under the Contract Documents. .

- .02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.
- .03 The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, actions, suits or proceedings brought against the Contractor by third parties that arise out of the Contractor's direct involvement in this Contract provided such claims are directly caused by the negligent act or omission of the Owner, and then only to the extent the loss or damage was caused by the Owner.
- .04 The Owner shall indemnify and hold harmless the Contractor, its agents, officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of its obligations under the Contract Documents which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area. The Contractor expressly waives the right to indemnity for claims other than those stated above.
- .05 The Contractor shall pay to the Indemnitees, or any of them, on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Indemnitees, or any of them, in consequence of any such action, suit, claim, lien, execution or demand pursuant to GC 6.01 and any moneys paid or payable by the Indemnitees in settlement or in discharge or on account thereof. If the Contractor fails to make such payment, all such mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the Owner on account of the Work or from moneys payable by the Owner to the Contractor on any account whatever or may be recovered from the Contractor or its Surety, as the case may be, in any court of competent jurisdiction as moneys paid at their request. The Contractor hereby authorizes and empowers the Owner or the Contract Administrator as the case may be, or their Solicitor, for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Owner or the Contract Administrator, as the case may be, or their said Solicitor may deem expedient. The Contractor shall ratify and confirm all the acts of the Owner or the Contract Administrator or their Solicitor in that behalf, and shall pay to such Solicitor on demand his or her reasonable costs of any such defense, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Owner to the Contractor on any account whatever.

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
<b>6.03</b>	<b>Contractor's Insurance</b>
.01	Without restricting the generality of paragraph GC 6.02, Indemnification, the Contractor shall, at no additional cost to the Owner, at all times until the Work has been completed and handed over to the Owner, obtain and maintain insurance policies for the Work as outlined in the Contract Documents and as described below.
.02	The Contractor shall obtain Commercial General Liability Insurance such that the policy: <ul style="list-style-type: none"><li>a) is in the amount of not less than Five Million Dollars (\$5,000,000.00), per occurrence;</li><li>b) adds the Contract Administrator, the City, its boards, agencies and commissions and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operation of the Contractor for which a contract is issued by the City;</li><li>c) has provisions for cross-liability and severability of interest, blanket form contractual liability, owner's and contractor's protective liability, broad form property damage, contingent and/or employer's liability, products/completed operations, non-owned automobile liability and and any other provision relevant as detailed in the proposal/contract documents, and if applicable, including coverage for blasting, pile driving and collapse; and</li></ul>
.03	The Contractor shall provide the following policies of insurance: <ul style="list-style-type: none"><li>a) Standard Automobile Liability Insurance for all owned or leased licensed motorized vehicles that will be used in the performance of the Work with a limit of not less than TWO Million Dollars (\$2,000,000.00);</li><li>b) Contractor's Equipment Insurance – All-Risk property insurance on the Contractor's equipment, materials and supplies used in the performance of the contract, including temporary boilers and pressure vessels in an amount to reflect replacement cost. The Contractor shall have no claim against the Owner or the Owner's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the Owner.</li></ul>
.04	The Contractor shall, if requested by the City, provide the following policies of insurance as described below: <ul style="list-style-type: none"><li>a) Contractor's Pollution with a limit of \$1,000,000 for sudden and gradual pollution occurrences associated with the Work, if applicable;</li></ul>
.05	All policies taken out by the Contractor shall be placed with an insurance company licensed to write in the Province of Ontario.

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
.06	The insurance policies required pursuant to this paragraph GC 6.03 shall be primary and shall not call into contribution any insurance available to the Owner.
.07	Prior to the commencement of the Work, the Contractor shall deliver to the City an original certificate of insurance in the City's standard form, signed by the insurer or an authorized agent of the insurer. The Contractor shall provide original signed Certificates evidencing renewals or replacements to the Owner prior to the expiration date of the original policies, without notice or request by the Owner.
.08	The Contractor agrees that the insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne entirely by the Contractor. The amount of the deductible for the purpose of this Contract shall not be more than \$25,000.00.
.09	Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.
.10	It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Contractor in the performance of the Work.
.11	The Contractor shall maintain completed operations coverage for a period of six (6) years from Substantial Performance, unless otherwise indicated in the Contract Documents. On an annual basis the Contractor shall submit to the City a renewal certificate or a replacement policy prior to the expiration date of the existing policy without notice or demand by the City. If the Contractor fails to do so, any limitation period for claiming indemnity described in the Contract Documents shall not be binding on the Owner.
.12	Each policy (except for the policy of automobile insurance required under paragraph 1 of GC 6.03.03) shall contain an endorsement requiring the insurer(s) to notify the City of Toronto in writing, by registered mail, at least thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior to any cancellation of the Contractor's insurance.
<b>6.04</b>	<b>Bonding</b>
.01	The Contractor shall provide the Owner with any bonds required by the Tender Call, which bonds shall be addressed to the correct obligee, in the amount and for the duration set out in the Tender Call.
.02	Such bonds shall be issued by a Surety and shall be maintained in good standing until the fulfillment of all obligations set out in the Contract Documents.
.03	The Contractor and Subcontractors shall not include any additional bonding costs in their quotation for any change order Work that may be required or performed.

## Section 5 – General Conditions of Contract

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### Paragraph GC 7.0 Contractor's Responsibilities and Control of the Work

<u>GC #</u>	
<b>7.01</b>	<b>General</b>
.01	The Contractor warrants that the site of the Work has been visited during or prior to the preparation of the Bid and the character of the Work and all local conditions which may affect the performance of the Work are known.
.02	The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the Work, signed by the Contract Administrator.
.03	The Contractor shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work. The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Work in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.
.04	The Contractor, so as to ensure conformity with the Contract Documents shall, except where otherwise required by the Owner, have the sole responsibility for the design; erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.
.05	Notwithstanding paragraph GC 7.01.04, where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods shall be considered to be part of the design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.
.06	The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c. O.1 (the "Act") and Ontario Regulation 213/91 (which regulates Construction Projects) and any other regulations under the Act (the "Regulations") which may affect the performance of the Work, as the "constructor" or "employer", as defined by the Act, as the case may be. The Contractor shall ensure that: <ol style="list-style-type: none"><li>worker safety is given first priority in planning, pricing and performing the Work;</li><li>its officers and supervisory employees have a working knowledge of the duties of a "constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a</li></ol>

## Section 5 – General Conditions of Contract

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### GC #

- c) personal commitment to comply with them;
  - c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;
  - d) workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
  - e) its supervisory employees are "Competent Persons" as defined in the Act, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
  - f) all Subcontractors and their workers are properly protected from injury while in the Working Area.
- .07 The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the Work performed or in respect of any fine incurred or claim made as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.
- .08 Prior to commencement of the Work the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or WHMIS, which the Contractor expects to use for the Work. Related Materials Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labelled. The Contractor shall notify the Contract Administrator, in writing, of changes in the products to be used and provide relevant Material Safety Data Sheets.
- .09 The Contractor shall have a Superintendent on the site while any Work is being performed, to supervise the Work and to act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions and cell phone, pager and telephone numbers of the Superintendent who can be contacted at any time to deal with matters relating to the Contract and update as necessary.
- .10 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform

## Section 5 – General Conditions of Contract

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### GC #

- the duties, is familiar with Book 7 of the OTM and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name, address, position, cell phone, pager, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Work Area at all times.
- .11 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.
- .12 The Contractor shall prepare, and update as required, a construction schedule of operations, indicating the proposed methods of construction and sequence of work and the time the Contractor proposes to complete the various items of work within the Contract Time. The schedule shall be designed to ensure conformity with the specified Contract Time. The schedule shall be submitted to the Contract Administrator within 7 Days from the date of the Contract award, unless otherwise required by the Contract. If the Contractor's schedule is materially affected by changes, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 Days of the request. This updated schedule shall show how the Contractor proposes to perform the balance of the Work, so as to complete the Work within the time specified in the Contract Documents. The Owner shall at its sole discretion be entitled to decide to not issue an order to commence work, until such a schedule has been received.
- .13 Where the Contractor finds any error, inconsistency or omission relating to the Contract Documents or the Work, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving advice from the Contract Administrator.
- .14 The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections that may be affected by the Work. The Contractor shall observe the location of the stake outs, prior to commencing the Work, and in the event that there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected utility companies, in order to resolve the discrepancy. The Contractor shall be responsible for any damage done to the underground Utilities and service connections by the Contractor's forces during construction.



## Section 5 – General Conditions of Contract

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### GC #

- .15 The Contractor shall comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the "Laws"), applicable to the Work to be provided by, and the undertakings and obligations of, the Contractor under this Contract.
- 7.02 Layout**
- 7.02.01 Layout by Contractor**
- .01 Where the Contract Documents provide for the Contractor to lay out the Work, sub paragraphs .02 to .08 of paragraph 7.02.01 shall apply.
- .02 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those property bars, baselines and benchmarks that are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.
- .03 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars that must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor's operations shall be replaced by an Ontario Land Surveyor, at the Contractor's expense.
- .04 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.
- .05 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
- .06 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.
- .07 The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.
- .08 All stakes, marks and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time, such stakes, marks and reference points shall be replaced, to the satisfaction of the Contract Administrator, at the Contractor's expense.

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
<b>7.02.02</b>	<b>Layout by Owner</b>
.01	Where the Contract Documents provide for the Owner to layout the Work, sub paragraphs .02 to .09 of paragraph 7.02.02 shall apply.
.02	The Owner shall be responsible for setting out the line and setting out the Grade for the project.
.03	The Owner shall supply a copy of the alignment and grade sheets to the Contractor to facilitate the construction of the Work according to the Contract Drawings.
.04	The Owner shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution and inspection of the Work.
.05	All stakes, marks and reference points provided by the Owner shall be carefully preserved by the Contractor. In the case of the destruction or removal as a result of the Contractor's operations, such stakes, marks and reference points shall be replaced by the Owner at the Contractor's expense.
.06	The Contractor shall give the Owner at least 24 hours notice before requiring levels, lines or stakes, on any portion of the Work and the Contractor shall clearly state in such notice the exact locality or localities where such are needed for use.
.07	The Contractor must satisfy itself before commencing work at any point as to the meaning and accuracy of all stakes and marks, and no claim shall be considered by the Owner for or on account of any alleged inaccuracies or for any alternations subsequently rendered necessary on account of any such alleged inaccuracies, unless the Contractor notifies the Owner thereof in writing before commencing the Work.
.08	The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any other property bars disturbed, damaged or removed by the Contractor's operations shall be replaced by an Ontario Land Surveyor, at the Contractor's expense.
.09	All stakes, marks and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal as a result of the Contractor's operations, such stakes, marks and reference points shall be replaced, to the satisfaction of the Contract Administrator, at the Contractor's expense.
<b>7.03</b>	<b>Damage by Vehicles or Other Equipment</b>
.01	If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor's vehicles or other Equipment,

## Section 5 – General Conditions of Contract

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### GC #

whether licensed or unlicensed Equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner, make changes or substitutions for such vehicles or Equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.

#### **7.04** .01

##### **Excess Loading of Motor Vehicles**

Where a vehicle is hauling Material for use on the Work, in whole or in part, upon a Highway, and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

#### **7.05** .01

##### **Condition of the Working Area**

The Contractor shall maintain the Working Area in a tidy condition and free from the accumulation of debris and prevent nuisance, mud and ponding water, other than that caused by the Owner or others.

#### **7.06** .01

##### **Maintaining Roadways and Detours**

Where an existing Roadway is affected by construction, it shall, at all times, be kept open to traffic. The Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining, for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Working Area in accordance with the OTM, whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.

#### .02

Subject to the approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the OTM. Any temporary lane closures shall be kept to a minimum.

#### .03

The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Work that has been accepted in accordance with the Contract Documents. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing unless otherwise specified in the Contract Documents.

#### .04

Where localized and separated sections of a Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of that Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract. Nothing in this section shall be taken as limiting the Contractor's obligation to maintain all areas of a Highway affected by the traffic control measures undertaken in relation to the Work

## Section 5 – General Conditions of Contract

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- GC #**
- and to fulfill all traffic control responsibilities thereon.
- .05 Where the Contract Documents provide for, or the Contract Administrator requires, detours at specific locations, payment for the construction of the detours, and if required, for the subsequent removal of the detours, shall be made at the Contract Prices appropriate to such work.
- .06 The Contractor shall maintain, to the satisfaction of the Owner and the Contract Administrator, a road through the Working Area. The road through the Working Area shall include any detour constructed in accordance with the Contract Documents or required by the Contract Administrator. Compensation for all labour, Equipment and Materials to do this Work shall be at the Contract prices appropriate to the Work or, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.
- .07 Where Work is discontinued for any extended period including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Highway and detours in a passable, safe and satisfactory condition for public travel.
- .08 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's sole expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- .09 Where, with the prior written approval of the Contract Administrator, a Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect and maintain traffic control devices in accordance with the OTM.
- .10 Compliance with the foregoing provisions shall in no way relieve the Contractor of obligations under paragraph GC 6.01, Protection of Work, Persons and Property, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of a Highway within the Working Area that are being maintained by others.
- 7.07 Access to Properties Adjoining the Work and Interruption of Utility Services**
- .01 The Contractor shall provide, at all times, and at no extra cost to the Owner,
- a) safe and adequate pedestrian and vehicular access; and
  - b) continuity of Utility services; and

## Section 5 – General Conditions of Contract

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**GC #**

- c) access for any and all emergency response vehicles and services, to any and all properties adjoining the Working Area.
- .02 The Contractor shall provide, at all times and at no extra cost to the Owner, access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.
- .03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with paragraph GC 7.11, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.
- 7.08 Approvals and Permits**
- .01 Except as specified in paragraph GC 4.02, Approval and Permits, the Contractor shall obtain and pay for any permits, licenses, and certificates that are required for the performance of the Work.
- .02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in paragraph GC 7.08.01
- 7.09 Suspension of Work**
- .01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and Work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, shall be administered according to paragraph GC 3.08, Delays.
- 7.10 Contractor's Right to Stop the Work or Terminate the Contract**
- .01 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,
  - a) the Contract Administrator fails to issue certificates in accordance with the provisions of paragraph GC 8.0 Measurement and Payment;
  - b) the Owner fails to pay the Contractor, within 30 Days of the due dates identified in paragraph GC 8.02.03, Certification and Payment, the amounts certified by the Contract Administrator or within 30 Days of an award by an arbitrator or court; or
  - c) the Owner commits a major default of the requirements of the Contract.
- .02 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the 15 Days immediately following the receipt of the written notice the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.
- .03 If the Contractor terminates the Contract under the conditions set out in

## Section 5 – General Conditions of Contract

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### GC #

paragraph GC 7.10, above, the Contractor shall only be entitled to be paid for that portion of the Work that is, in the Contract Administrator's opinion, satisfactorily performed.

#### 7.11

##### **Notices by the Contractor**

.04

Before Work is carried out that may affect the property or operations of any Ministry or agency of government or any person, company, partnership or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours' advance written notice of the date of commencement of such work to the person, company, partnership, corporation, board, or commission so affected.

.05

In the case of a spill as defined in section 91 of the Environmental Protection Act (Ontario) and any successor legislation, or any damage to, or interference with any Utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately owned works or property, the Contractor shall immediately notify the Owner and the Contract Administrator of the location and details of such spill, damage or interference. In the case of spills, the Contractor shall also, immediately, report the spill to the Ministry of the Environment (Ontario).

#### 7.12

##### **Obstructions**

.01

Except as otherwise noted in the Contract Documents, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage or expense occasioned thereby.

.02

Where the obstruction is a Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the plans or described in the Contract Documents and the location so shown is within the tolerance specified in paragraph GC 2.01.01(a) or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with the Contract Documents.

.03

During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utilities from damage.

## Section 5 – General Conditions of Contract

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### GC #

- 7.13**  
.01      **Limitations of Operations**  
Except for such work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry on operations under the Contract Documents on days other than Working Days without permission in writing from the Contract Administrator, unless otherwise required by the Contract Documents.
- .02      The Contractor shall cooperate and coordinate the Work with other contractors, Utility companies and the Owner and they shall be allowed access to their work or plant at all reasonable times.
- 7.14**  
.01      **Cleaning Up Before Acceptance**  
Upon attaining Substantial Performance of the Work, the Contractor shall remove any surplus materials, tools, construction machinery and Equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner, and leave the Work and Working Area clean and suitable for occupancy by the Owner unless otherwise specified.
- .02      Notwithstanding any other terms or conditions set out herein, the Contract Administrator shall not be under any obligation to issue a Completion Certificate until such time as the Contractor has removed all surplus materials, tools, construction machinery, debris and Equipment from the Working Area.
- 7.15**  
.01      **Warranty**  
The Contractor shall be responsible for the proper performance of the Work only to the extent that the design and specifications permit such performance.
- .02      Subject to the previous paragraph, the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear, prior to and during the period of 24 months after the date of Substantial Performance or such longer or shorter periods as may be specified elsewhere in the Contract Documents for certain Equipment, Materials or components of Work. The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.
- .03      The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph GC 7.15.02

## Section 5 – General Conditions of Contract

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### GC #

- 7.16**  
.01      **Contractor's Workers**  
The Contractor shall employ only orderly, competent and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly, such worker or workers shall be removed from the Work and shall not again be employed on the Work without the consent in writing of the Contract Administrator.
- 7.17**  
.01      **Resident or property owner complaints or claims**  
The Contractor shall immediately upon becoming aware of a complaint or claim made by a resident or property owner, inform the Contract Administrator.
- 7.18**  
.01      **Contractor's responsibility for drainage**  
The Contractor shall keep all portions of the Work well, properly and efficiently drained, to at least the same degree as that of the existing drainage conditions, during construction and until the Work is completed. The Contractor shall be solely responsible for all damages caused by, or resulting from, water backing up or flowing over, under, through, from, on or along any part of the Work or which any of his or her operations may cause to flow elsewhere and shall bear such costs, make such provisions and provide such indemnity as required in the Contract Documents.
- 7.19**  
.01      **Blasting**  
The Contractor shall not carry out any blasting operation except with the written consent of the Contract Administrator, provided that any consent so granted shall not, under any circumstances, relieve the Contractor of the liabilities and obligations assumed by him under this Contract.
- .02      The Contractor shall comply with all laws, regulations and directions of the Contract Administrator, respecting the handling, storage and use of explosives.



## Section 5 – General Conditions of Contract

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### Paragraph GC 8.0 Measurement and Payment

<u>GC #</u>	
<b>8.01</b>	<b>Measurement</b>
<b>8.01.01</b>	<b>Quantities</b>
.01	The Contract Administrator shall make an Estimate once a month, in writing, of the quantity of Work performed. The first Estimate shall be the quantity of Work performed since the Contractor commenced the Contract, and every subsequent Estimate, except the final one, shall be of the quantity of Work performed since the preceding Estimate was made. The Contract Administrator shall provide the copy of each Estimate to the Contractor within 15 Days of the last day of the period covered by the Estimate.
.02	Progress Payments based on Estimates shall be construed and held to be approximate. The final quantities for the issuance of the Completion Certificate shall be based on the Actual Measurement of the Work completed.
<b>8.01.02</b>	<b>Variations in Tender Call</b>
.01	Where it appears that the quantity of Work to be done and/or Material to be supplied by the Contractor under a unit price Tender Call item will exceed or be less than the Tender Call quantity, the Contractor shall proceed to do the Work and/or supply the Material required to complete the Tender Call item and payment will be made for the actual amount of Work done and/or Materials supplied at the unit prices stated in the Tender Call except as provided below: <ul style="list-style-type: none"><li>a) In the case of a Major Item where the quantity of Work performed and/or Material supplied by the Contractor exceeds the tender quantity by more than 30%, the City shall have the right, in its sole discretion, to require that the portion of the Work performed and/or Material supplied which exceeds 130% of the tender quantity be paid as Work on a Time and Material Basis, in accordance with GC 8.02.04.</li></ul>
<b>8.02</b>	<b>Payment</b>
<b>8.02.01</b>	<b>Payment for Work</b>
.01	Payment for the Work shall be full compensation for all labour, Equipment and Material required in its performance, including, but not limited to, Hand Tools, supplies and other incidentals.
.02	Payment for Work not specifically detailed as part of any one item and without specified details of payment shall be deemed to be included in the items with which it is associated.

## Section 5 – General Conditions of Contract

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### GC #

#### 8.02.02

.01

#### **Advance Payments for Material**

The Owner may make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:

- a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.
- b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:
  - i. Sources Other Than Commercial
    - (1) Granular 'A', 'B' and 'M' shall be assessed at the rate of 60% of the Contract Price.
    - (2) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract Price for each aggregate stockpiled.
  - ii. Commercial Sources  
Payment for separated coarse and fine aggregates shall be considered at the above rate when such materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such materials into a final product.  
Advance payments for other materials located at a commercial source shall not be made.
- c) Payment for all other materials, unless otherwise specified elsewhere in the Contract, shall be based on the invoice Price, and the Contractor shall submit proof of cost to the Contract Administrator before payment will be made by the Owner.
- d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract Price for the item.
- e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
- f) Such Materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use or destruction of the material however caused.

.02

Where the Owner makes advance payments subject to the conditions listed in paragraph GC 8.02.02.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specifications.

**Section 5 – General Conditions of Contract**

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**GC #**

- 8.02.03 Certification and Payment**
- 8.02.03.01 Progress Payment Certificate**
- .01 The Contract Administrator shall issue a Progress Payment Certificate in accordance with the Contract Documents and paragraph GC 8.01.01, Quantities.
- .02 The Progress Payment Certificate shall show,
- a) the quantities of Work performed;
  - b) the value of Work performed;
  - c) any advanced payment for Material;
  - d) the amount of statutory holdback, liens, Owner's set-off;
  - e) the amount of any applicable taxes; and
  - f) the amount due the Contractor.
- .03 One copy of the Progress Payment Certificate shall be sent to the Contractor.
- .04 Payment shall be made within 30 Days of the approval of the Progress Payment Certificate by the Contract Administrator.
- 8.02.03.02 Certification of Subcontract Completion**
- .01 Before Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily to the Contractor and ask that the Contract Administrator certify the completion of such subcontract.
- .02 The Contract Administrator shall issue a Certificate of Subcontract Completion if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.
- .03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.
- 8.02.03.03 Subcontract Statutory Holdback Release Certificate and Payment**
- .01 Following receipt of the Certificate of Subcontract Completion, the Owner may release and pay the Contractor the statutory holdback retained in respect of the subcontract. Such release shall be made 46 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:
- a) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;

## Section 5 – General Conditions of Contract

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### GC #

- b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;
  - c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and
  - d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.
- .02 Paragraph GC 8.02.03.03.01(d) shall apply to Lump Sum Items only and then only when the Contract Administrator specifically requests it.
- .03 Upon receipt of the statutory holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.
- .04 Release of statutory holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor's Surety, of any of their responsibilities.
- 8.02.03.04 Certification of Substantial Performance**
- .01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.
- .02 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within 7 Days after signing the said certificate the Contract Administrator shall provide a copy to the Contractor.
- .03 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) paragraph 5 of the Construction Lien Act, R.S.O. 1990, c.C.30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- .04 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.
- .05 Except as otherwise provided for in Section 31 of the Construction Lien Act, the 45-day lien period prior to the release of holdback as referred to in paragraph GC 8.02.03.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
<b>8.02.03.05</b>	<b>Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates</b>
.01	When the Contract Administrator issues the Certificate of Substantial Performance, the Contract Administrator shall also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
.02	The Substantial Performance Payment Certificate shall show, <ol style="list-style-type: none"><li>the value of Work performed to the date of Substantial Performance;</li><li>the value of outstanding or incomplete Work;</li><li>the amount of the statutory holdback, allowing for any previous releases of statutory holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected equipment;</li><li>the amount of maintenance security required; and</li><li>the amount due the Contractor.</li></ol>
.03	Subject to paragraph GC 8.02.03.05.05, payment of the amount certified shall be made within 30 Days of the date of issuance of the Substantial Performance Payment Certificate.
.04	The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 46 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents: <ol style="list-style-type: none"><li>a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions such as outstanding Work or matters arising out of paragraph GC 3.14, Claims, Negotiations, Mediation;</li><li>a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;</li><li>a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and</li><li>proof of publication of the Certificate of Substantial Performance.</li></ol>
.05	Despite anything to the contrary in the Contract Documents, the Owner shall be entitled to reduce the amount of the Statutory Holdback paid to the Contractor to account for any amounts that may be owed by the Contractor to the Owner

## Section 5 – General Conditions of Contract

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<u>GC #</u>	
<b>8.02.03.06</b>	<b>Certification of Completion</b>
.01	Upon application by the Contractor and when the Contract Administrator has verified that the Contract has reached Completion, the Contract Administrator shall issue a Completion Certificate.
.02	The Contract Administrator shall set out in the Completion Certificate the date of Completion and, within 7 Days of signing the said certificate, the Contract Administrator shall provide a copy to the Contractor.
<b>8.02.03.07</b>	<b>Completion Payment and Completion Statutory Holdback Release Payment Certificates</b>
.01	When the Contract Administrator issues the Completion Certificate, the Contract Administrator shall also issue the Completion Payment Certificate and the Completion Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
.02	The Completion Payment Certificate shall show, <ol style="list-style-type: none"><li>measurement and value of Work at Completion;</li><li>the amount of the further statutory holdback based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to above; and</li><li>the amount due the Contractor.</li></ol>
.03	The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further statutory holdback. Payment of such statutory holdback shall be due 46 Days after the date of Completion of the Work as established by the Completion Certificate but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents: <ol style="list-style-type: none"><li>a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions where appropriate;</li><li>a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate; and</li><li>a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.</li></ol>
<b>8.02.03.08</b>	<b>Owner's Set-off</b>
.01	Pursuant to Section 12 of the Construction Lien Act, the Owner may retain from monies owing to the Contractor under this Contract Document an amount sufficient to cover any outstanding or disputed liabilities including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner

## Section 5 – General Conditions of Contract

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### GC #

under paragraph GC 8.01.02.01,a), any assessment due the Workplace Safety and Insurance Board and any monies to be paid to workers in accordance with paragraph GC 8.02.06, Payment of Workers.

.02 Where the Owner intends to retain money under paragraph GC 8.02.03.08.01, the Owner shall give the Contractor appropriate notice of such action.

### **8.02.04 Payment on a Time and Material Basis**

#### **8.02.04.01 Definitions**

.01 For the purpose of paragraph GC 8.02.04 the following definitions shall apply:

**127 Rate:** means the rate for a unit of Equipment as listed in OPSS 127, Schedule of Rental Rates for Construction Equipment Including Model and Specification Reference, that is current at the time the Work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining the 127 Rates.

**Cost of Labour:** means the amount of wages, salary and Payroll Burden paid or incurred directly by the Contractor to or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision, but shall not include any payment or costs incurred for general supervision, administration and management time spent on the entire Work or any wages, salary or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

**Cost of Material:** means the cost of Material purchased or supplied from stock, and valued at current market prices, for the purpose of carrying out Work on a Time and Material Basis, by the Contractor, or by others when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

**Operated Rented Equipment:** means Rented Equipment for which an operator is provided by the supplier of the equipment and for which the rent or lease includes the cost of the operator.

**Payroll Burden:** means the payments in respect of workplace insurance, vacation pay, employment insurance, sickness and accident insurance, pension fund, and such other welfare and benefit payments forming part of the Contractor's normal labour costs.

**Rented Equipment:** means equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm or corporation that is not an associate of the lessee as defined by the *Securities Act*, R.S.O. 1990, c.S.5, as amended, and is approved by the Contract Administrator.

## Section 5 – General Conditions of Contract

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### GC #

**Road Work:** means the preparation, construction, finishing and construction maintenance of roads, streets, Highways and parking lots and includes all work incidental thereto other than work on structures.

**Sewer and Watermain Work:** means the preparation, construction, finishing and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than work on structures.

**Standby Time:** means any period of time that is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of equipment cannot practically be used on other work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

**Structure Work:** means the construction, reconstruction, repair, alteration, remodelling, renovation or demolition of any bridge, building, tunnel or retaining wall and includes the preparation for and the laying of the foundation of any bridge, building, tunnel or retaining wall and the installation of equipment and appurtenances incidental thereto.

**Work on a Time and Material Basis:** means a Change in the Work, approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, specifications and provisions of the Contract Documents.

**Working Time:** means each period of time during which a unit of Equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which that unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

#### 8.02.04.02 .01

##### **Daily Work Records**

Daily Work Records prepared, as the case may be, by either the Contractor's representative or the Contract Administrator and reporting the labour and Equipment employed and the Material used for Work on a Time and Material Basis, shall be reconciled and signed each day by both the Contractor's representative and the Contract Administrator. If it is not possible to reconcile the Daily Work Records, then the Contractor shall submit the un-reconciled Daily Work Records with its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim

#### 8.02.04.03 .01

##### **Payment for Work**

Payment as herein provided shall be full compensation for all labour, Equipment and Material to do the Work on a Time and Material Basis except



## Section 5 – General Conditions of Contract

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### GC #

where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

#### **8.02.04.04**

##### **Payment for Labour**

.01

The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to \$3000, then at 120% of any portion of the Cost of Labour in excess of \$3000.

.02

At the Owner's discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Work on Time and Material Basis on the Contract

#### **8.02.04.05**

##### **Payment for Material**

.01

Where payments are to be made on a Time and Material Basis, the Owner shall pay the Contractor for Material used at 120% of the Cost of Material up to \$3,000, then at 115% of any portion of the Cost of Material in excess of \$3,000.

#### **8.02.04.06**

##### **Payment for Equipment**

#### **8.02.04.06.01**

##### **Working Time**

.01

The Owner shall pay the Contractor for the Working Time of all Equipment other than Rented Equipment and Operated Rented Equipment used on the Work on a Time and Material basis at the 127 Rates with a cost adjustment as follows:

- a) Cost \$10,000 or less - no adjustment;
- b) Cost greater than \$10,000 but not exceeding \$20,000 - payment \$10,000 plus 90% of the portion in excess of \$10,000; and
- c) Cost greater than \$20,000 - \$19,000 plus 80% of the portion in excess of \$20,000.

.02

The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint may be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.

.03

The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

## Section 5 – General Conditions of Contract

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- GC #**
- 8.02.04.06.02 Standby Time**
- .01 The Owner shall pay the Contractor for Standby Time of Equipment at 35% of the 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.
- .02 In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.
- .03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on a Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as result directly from such return.
- .04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.
- 8.02.04.07 Payment for Hand Tools**
- .01 Notwithstanding any other provision of this paragraph, no payment shall be made to the Contractor for, or in respect of, Hand Tools or Equipment that are tools of the trade.
- 8.02.04.08 Payment for Work By Subcontractors**
- .01 For Changes in the Work, where the Work is performed by a Subcontractor the Owner shall pay the Contractor a mark up in the amount of 10 % of the first \$ 10,000 plus 5 % of the amount in excess of \$ 10,000.
- .02 No further markup shall be applied regardless of the extent to which the Work is assigned or sublet to others. If Work is assigned or sublet to an associate, as defined by the Securities Act no markup whatsoever shall be applied
- 8.02.04.09 Submission of Invoices**
- .01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.
- .02 Separate summaries shall be completed by the Contractor and each such summary shall include the Change Directive or Change Order number and

## Section 5 – General Conditions of Contract

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### GC #

- covering dates of the Work and shall itemize separately labour, Materials and Equipment. Invoices for Materials, Rented Equipment and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.
- .03 Each month the Contract Administrator shall include with the monthly Progress Payment Certificate, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final summary required under 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.
- 8.02.04.10** **Payment Other Than on a Time and Material Basis**  
.01 Paragraph GC 8.02.04 shall not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum or Unit Price payment for Changes in the Work.
- 8.02.04.11** **Payment Inclusions**  
.01 Except where there is agreement in writing to the contrary, the payments described herein shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the Work including all cost of general supervision, administration and management time spent on the Work and no other payment or allowance shall be made in respect of such Work.
- 8.02.05** **Final Acceptance Certificate**  
.01 After the acceptance of the Work the Contract Administrator shall issue the Final Acceptance Certificate, or, where applicable, after the Warranty Period has expired. The Contract Administrator shall have no obligation to issue the Final Acceptance Certificate until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract Documents.
- 8.02.06** **Payment of Workers**  
.01 The Contractor shall, in addition to any fringe benefits, pay the workers employed on the Work in accordance with the labour conditions set out in the Contract Documents and at intervals of not less than twice a month.
- .02 The Contractor shall require each Subcontractor doing any part of the Work to pay the workers employed by the Subcontractor on the Work in the same manner as set out in paragraph GC 8.02.06.01.
- .03 Where any person employed by the Contractor or any Subcontractor or other person on the Work is paid less than the amount required to be paid under the Contract Documents, the Owner may set off monies owing to the Contractor to reflect the amount required to be paid under the Contract Documents.

## Section 5 – General Conditions of Contract

---

### GC #

- 8.02.07**      **Records**
- .01      The Contractor shall maintain and keep accurate Records relating to the Work, including any Changes in the Work, and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, and any Changes in the Work. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, or any Changes in the Work and claims arising therefrom for the same period of time.
- .02      If, in the opinion of the Contract Administrator, Daily Work Records are required, the Contractor's Daily Work Records shall include the labour and Equipment employed and the Material used on any specific portion of the Work. The Daily Work Records shall be reconciled with and signed by the Contractor's representative each day.
- .03      The Owner may inspect and audit the Contractor's Records relating to the Work, and any Changes in the Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required whenever requested by the Owner.
- 8.02.08**      **Taxes and Duties**
- .01      Where a change in Canadian Federal or Provincial taxes occurs after the date of the Tender Call closing for this Contract, and this change could not have been anticipated at the time of bidding, the Owner shall increase or decrease Contract payments to account for the exact amount of tax change involved.
- .02      Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.
- .03      Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator, on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.
- .04      Changes in Canadian Federal or Provincial taxes that impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of equipment, the provision of labour and the supply of commodities, which do not form part of the Work.

## Section 5 – General Conditions of Contract

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### GC #

**8.02.09**

.01

#### **Liquidated Damages**

It is agreed by the parties to the Contract that if all the Work is not completed within the time specified or any extension thereof by the Contract Administrator, damage will be sustained by the Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the owner Five Hundred Dollars (\$500.00), or as otherwise indicated in the Contract Documents, for liquidated damages for each and every Working Day's delay in finishing the Work beyond the date of completion or number of days prescribed. It is agreed that this amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of Completion, and is not a penalty.

The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account with respect to the Contract Documents. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy action or other alternative that may be available to the Owner.

This is Exhibit "C" referred to in the Affidavit of ROHIT BANSAL  
sworn March 28, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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### Table of Contents

	Page No.
	<u>5A-</u>
1. Specification Reference Numbers .....	2
2. Emergency During Construction.....	2
3. Workplace Safety and Insurance Act.....	2
4. Occupational Health and Safety Act.....	2
5. Organization of Work and Work Restrictions .....	7
6. Other Contractors.....	7
7. Contractor's Liability .....	8
8. Construction Survey and Layout .....	8
9. Disposal of Surplus Excavated Material and Removals.....	9
10. Smog Alert Response Plans .....	10
11. Security and Construction Signs .....	11
12. Material and Truck Weighing.....	11
13. Noise Regulations .....	12
14. Fair Wage and Labour Trades Policy .....	12
15. Liquidated Damages .....	12
16. Spills Reporting.....	12
17. Taxes .....	13
18. Insurance.....	13
19. Co-ordination and Meetings .....	13
20. Communication .....	13
21. Payment Schedule .....	13
22. Material Price Adjustment for [XXXXXX] .....	13
23. Standard Specifications & Standard Drawings .....	14
24. Construction Schedule .....	14
25. Performance Evaluation .....	14
26. Payroll Burden Rate for Work on a Time and Material Basis .....	14
27. Traffic Signal and Street Lighting Installations .....	15
28. Hot Work & Red Tag Permit Training .....	16
29. Service Standards for Contractors in Responding to Third Party Claims .....	16
30. Confined Spaces.....	17
31. Schedule of Prices for Changes in the Work .....	18
32. Payment for Bonds.....	18
33. Payment for Insurance .....	18
34. Payment for Mobilization and Demobilization .....	18

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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### 1. Specification Reference Numbers

All index and reference numbers in the Tender Submission Package, Plans and/or Specifications, or Index are given for the convenience of the Contractor and as such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item, but the Contract as a whole must be fully read in detail for each item.

### 2. Emergency During Construction

The Contractor is requested to furnish the phone number and name of a representative who can be contacted on a 24 hour basis in case of emergency during construction, upon request by the Contract Administrator after the award of the Contract. Those nominated shall have a cellular phone and/or pager to ensure that potential contact with them can be sustained over 24 hours, seven days a week throughout the duration of the Contract.

### 3. Workplace Safety and Insurance Act

Before commencing Work, the Contractor shall provide the City with a valid clearance certificate from the Workplace Safety & Insurance Board (WSIB), and shall continue to provide valid clearance certificates from the WSIB for the duration of the Contract. Prior to the release of final monies owing by the City of Toronto, the Contractor will be required to produce a certificate issued by the Board to the effect that she/he has paid in full their assessment based on a true statement of the amount of payrolls. If such a certificate cannot be provided because the Contractor is considered by WSIB to be an independent operator without coverage, a letter to this effect from the WSIB shall be provided by the Contractor.

### 4. Occupational Health and Safety Act

4.1 Nothing in this section shall be deemed or construed as making the City the "employer" of any workers employed or engaged by the Contractor to perform the Work and/or supply services to the project, including any part thereof, or the "constructor", either instead of or jointly with the Contractor. "Employer" and "constructor" shall have the same meaning as in section 1 of the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, as amended from time to time, including any regulations thereunder and successor legislation (hereinafter collectively referred to as the "OHSA").

4.2 Unless specifically advised otherwise in writing by the Contract Administrator or otherwise directed by the Ministry of Labour, where the Work consists of or includes construction, the Contractor shall for the purposes of the OHSA be deemed, construed and designated as the "constructor" for the project comprising the Work and shall:

- (a) assume all of the responsibilities of that constructor as set out in the OHSA and its regulations including, without restricting the generality of the foregoing,
  - (i) registration as a constructor with the Director of the Construction Health and Safety Branch in accordance with the OHSA and, in particular section 5 of Regulation 213/91 or any successor provision;



## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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- (ii) posting/compliance with any applicable notice-filing and notice-posting/availability requirements of the OHSA and, in particular section 6 of Regulation 213/91 under or any successor provision;
  - (b) provide the City with adequate written proof of the registration referred to in subsection (a) (i) of this section before commencing the Work; and
  - (c) where the notice requirements referred to in subsection (a) (ii) of this section are applicable, provide a copy of such notice to the City concurrently with the filing thereof pursuant to the OHSA.
- 4.3 In accordance with the OHSA, as amended, a list of designated substances found at the project site is appended to hereto under Section 4 – Scope of Work and forms part of this Contract.
- 4.4 The Contractor shall ensure that each prospective subcontractor engaged by the Contractor for the project has received a copy of the list of designated substances that are present at the site, provided to the Contractor by the City, before each prospective subcontractor enters into a binding contract for the supply of Work on the project, and the Contractor shall perform all other obligations as the constructor under the Contract and for the project.
- 4.5 The Contractor shall conform to and enforce strict compliance with the OHSA including, without restricting the generality of the foregoing, the Contractor's duties and obligations as an "employer" under section 25 and 26 thereof, and OHSA regulations with respect to construction, designated substances and asbestos. "Designated substance" and "hazardous material" shall have the same meaning as in the OHSA.
- 4.6 The Contractor shall:
- (a) ensure that no work will commence, and that those engaged by the Contractor are aware of and comply with the requirements of the OHSA and shall not commence work, without first reporting their arrival and intent at the Work site on the first day to the Contract Administrator;
  - (b) establish and maintain at each Work site, in a manner easily available to all workers, other staff and authorized City staff, a copy of all relevant Material Safety Data Sheets ("MSDS");
  - (c) deliver to the Contract Administrator a list of all designated substances and a copy of the MSDS for each hazardous material, both as defined in the OHSA, that will be brought to the Project site and/or used in the performance of the Work, no later than Five (5) working days following execution of the Contract and at least Ten (10) working days prior to commencement of the Work;
  - (d) not bring onto the Work site any designated substance or hazardous material without the prior written authorization of the Contract Administrator;
  - (e) strictly conform to and comply with, all applicable laws, statutes, regulations, orders, directives and rulings from any federal, provincial or municipal governmental authority pertaining to lead and any other designated

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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substance(s) or hazardous material(s), including without limitation, the OHSA and all regulations thereunder, and also cause its subcontractors to do so;

- (f) submit to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour;
- (g) should the Contractor be issued a notice/directive as either an "order to comply" or a "stop work order", immediate corrective measures shall be taken by the Contractor. A copy of the notice/directive shall be delivered to the Contract Administrator immediately.
- (h) promptly report to the Contract Administrator all accidents involving personal injury or property damage that occur in connection with the work; and
- (i) take all steps necessary to prevent the spread of lead-containing dust/particles and any other designated substance(s) or hazardous material(s) from the Work site when performing Work involving, but not limited to, lead-containing paint, and to protect the Contractor, those engaged by the Contractor in performance of the Work, City employees and all others, including the general public, likely to be at or near the Work site.

### 4.7 Where the Work includes removal of asbestos, the Contractor shall:

- (a) conform to and enforce strict compliance with all applicable laws, statutes, regulations, orders, directives and rulings from any federal, provincial or municipal governmental authority governing workplace safety or asbestos on construction projects and in building and repair operations with respect to the removal of asbestos, air testing and removal of barriers, including without limitation, OHSA Reg. 278/05 (Designated Substance – Asbestos on Construction Projects and in Buildings and Repairs Operations), hereinafter referred to as the "Asbestos Regulation", as may be amended from time to time;
- (b) ensure, through appropriate air testing and such other measures as may be appropriate and necessary, that the Work site and adjacent areas not been contaminated with asbestos during the performance of the Work; and
- (c) prior to dismantling any barriers erected to contain asbestos and asbestos-containing materials, the Contractor shall provide written confirmation to the Contract Administrator that, after conducting proper air testing and other due diligence measures, the area is safe in accordance with the requirements of the OHSA.

### 4.8 Asbestos

- (a) If, during the course of the Work, the Contractor or any of the subcontractors or suppliers engaged by the Contractor, disturb material that is believed to be asbestos containing material, separate and apart from asbestos abatement work forming part of the Contract, the Contractor shall act in strict compliance with the OHSA, including but not limited to the Asbestos Regulation, and without limiting the generality of the foregoing, shall:

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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- (i) Stop work and evacuate the area where the asbestos containing material is believed to have been disturbed and take all precautions or actions mandated by the OHSA and notify the City immediately;
  - (ii) Notify the Contract Administrator via telephone, with written notification to follow as soon as possible; and
  - (iii) Refrain from entering the work area for any reason whatsoever until safe to do so, in accordance with the requirements of the OHSA and, prior to re-entry, notify the Contract Administrator for approval to recommence Work.
- (b) The Contractor shall ensure that all employees, including the employees of any subcontractors, are trained on the City's asbestos management program (the "Program") prior to the commencement of the work. The training will include the specific requirements of the Program and the record containing the City's inventory report, including,
- (i) the location of all asbestos containing material described in the record for the work location, including drawings, plans and specifications;
  - (ii) whether the material is friable or non-friable;
  - (iii) a description of the condition of the material.
- (c) Prior to the commencement of the Work, the Contractor shall confirm to the City in writing that the training described in section 4.8(b) has been completed.
- (d) The Contractor shall ensure that all employees, including the employees of any subcontractors, are trained on the City's asbestos report prepared in accordance with section 10 of the Asbestos Regulation. The training shall include the specific requirements of the report including,
- (i) the location of all asbestos containing material described in the record for the work location, including drawings, plans and specifications;
  - (ii) whether the material is friable or non-friable;
  - (iii) a description of the condition of the material.
- (e) Prior to the commencement of the work, the Contractor shall confirm to the City in writing that the training described in paragraph 4.8(d) has been completed.
- 4.9 The Contractor shall use all reasonable and due care to avoid spilling or disturbing any designated substance(s) or hazardous material(s) of which the City notifies the Contractor are or may be on the site; and shall not remove or interfere with any designated substance(s) or hazardous material(s) except in full compliance with the OHSA and, after notifying the Contract Administrator, being authorized to do so by the Contract Administrator. The Contractor shall, following discovery that any designated substance or hazardous material has been removed or interfered with other than in compliance with this subsection, forthwith report same to the Contract

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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Administrator and ensure that no further such non-complying removal or interference occurs.

- 4.10 Where the Contractor encounters designated substance(s) or hazardous material(s) at the site or has reasonable grounds to believe that designated substance(s) or hazardous material(s) are or may be present at the site, the Contractor shall take all reasonable steps as deemed necessary to comply with the OHSA, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of such substance(s) or material(s), and immediately report the circumstances to the Contract Administrator and any other appropriate authority, in writing. Where there is a delay by reason of so doing, the Contractor shall be entitled to its reasonable costs, to the extent directly incurred by reason of that delay and directly related to designated substance(s) or hazardous material(s) which existed at the site prior to the commencement of the Work which were not disclosed by the City.
- 4.11 Authorized representatives of the City shall, at all times, have access to the Work site to monitor the Contractor's compliance with the terms of the Contract.
- 4.12 During the course of the Work, the Contractor shall furnish forthwith to the City of Toronto Health and Safety Manager, via the Contract Administrator, a copy of all correspondence, reports, compliance orders or charges arising from or issued in respect to the requirements of the OHSA which are received or which come to the notice of the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.
- 4.13 Without limiting any other right, remedy or privilege of the City under this Contract or otherwise provided by law, statute or in equity, where the Contractor has failed to strictly comply with the OHSA or any other health and safety duty, obligation or requirement of the Contractor, whether express or implied, the City shall have the right to:
- (a) Require the Contractor to remedy such default, by the removal of any workers from the Work that fail to comply with the OHSA (or any other health and safety plan, policy or program requirement of the Contract) or the taking of such other measures as may be necessary to remedy such default;
  - (b) Suspend or stop the Work;
  - (c) Cancel or terminate the Contract; and/or
  - (d) Exercise any other right, remedy or privilege available to the City for default or breach of this Contract available under the terms of this Contract, or may be available in law, by statute or in equity.
- 4.14 In the event that the City exercises the right to suspend or stop the Work or an affected part thereof, as a result of the failure by the Contractor to strictly comply with the OHSA or any other health and safety duty, obligation or requirement of the Contractor, such Work or part thereof shall not resume until any such violation has been completely rectified to the satisfaction of the Contract Administrator.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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4.15 The Contractor shall be responsible for any delay in the progress of the Work as a result of any violation of a health and safety requirements of any federal, provincial or municipal governmental authority, it being understood that no such delay shall be deemed or construed as an "Unavoidable Delay" for the purposes of extending the time for performance for the Work or entitling the Contractor to additional compensation whatsoever, and the Contractor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City. The City shall not be responsible for any compensation, expense or liability resulting from any such delay.

4.16 Nothing in this Contract shall be construed as requiring the City to monitor or approve the workplace health and safety practices of the Contractor. The City shall not be liable to any person by reason of a breach by the Contractor or any subcontractor of any applicable health and safety standard or requirement.

### 5. Organization of Work and Work Restrictions

Before work commences, the Contractor shall expedite the ordering and delivery of all materials and equipment required, and shall co-ordinate the sequence of the work stages. No claim shall be allowed for delays and/or additional expense resulting from failure to order and accept the delivery of materials from suppliers in a timely manner and subsequent failure to maintain the contract schedule.

It is the Contractor's responsibility to implement all required measures (e.g. fences, enclosures, etc.) in order to strictly control the pedestrian traffic in the construction area and to prevent any pedestrian approaching into the areas of construction hazard, or any other dangerous area.

The Contractor shall be attentive to the needs of pedestrians that are visually or physically impaired, and the Contractor must be prepared at all times to assist in the safe and comfortable passage of these pedestrians.

The Contractor shall note that a number of existing utilities and services are located below the area of reconstruction and others in the near vicinity. The Contractor shall examine the site to identify potential problems associated with the accessibility, transportability and constructability of their proposed methods.

### 6. Other Contractors

The Contractor is advised that existing utility relocation and other work, survey, testing, sampling and quality control estimates may take place within the construction limits prior to and possibly during the work to facilitate the new construction. The Contractor shall co-ordinate its activities with those of any particular utility, testing companies, City crew and other contractor working within the project construction limits at a particular work location in order that all work can take place expeditiously and without conflict.

There shall be no consideration for additional payment to the Contractor related to work activity co-ordination as described above.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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### 7. Contractor's Liability

The Contractor will be held responsible by the City of Toronto for damages caused by the Contractor's work to utilities, properties, structures near to or in the general area of the Work, through the Contractor's or its subcontractor's intentional or negligent action or omission, or through settlement of ground, vibration or shock etc., resulting from causes relating to the Work performed under the Contract. Additionally, the Contractor will be required to make good all damage at its expense and to the satisfaction of the Contract Administrator.

### 8. Construction Survey and Layout

If Section 4 – Scope of Work requires the Contractor to perform the survey and layout of the project, the service shall be performed in accordance with GC 3.05, GC 7.02.01 and the Special Specifications in Section 4A of this document. Sub-clauses pertaining to layout by the Owner are not applicable.

The survey and layout shall be performed or supervised by a competent surveyor with a minimum of five years related field experience (the "Surveyor"). The Contractor shall ensure the Surveyor attends a pre-construction meeting and other meetings as requested by the Contract Administrator.

The Contractor shall be responsible for ensuring the Surveyor prepares grade sheets and keeps proper digital records, notes and sketches of the survey and layout. A copy of the records (including but not limited to survey notes and sketches) shall be kept on site and accessible to the Contract Administrator at any time. The grade sheets shall be submitted to the Contract Administrator within 7 calendar days of production.

The Contractor shall produce a set of redlined Contract Drawings ("As-Built Field Record") marked with as-built information of the Project. The As-Built Field Record and all other records produced must be submitted to the Contract Administrator within 60 calendar days of Substantial Performance.

The compensation for the survey and layout shall be based on the lump sum amount for the tender item for the survey and layout identified in the Pricing Form. The lump sum amount for survey and layout shall not exceed 5 per cent of the Total Bid Price in the Pricing Form.

Eighty percent (80%) of the lump sum amount for the survey and layout shall be paid over the duration of the Contract in proportion to the value of the works completed as a percentage of the Total Bid Price. No payment will be made until the grade sheets are received by the Contract Administrator.

Twenty percent (20%) of the lump sum amount for the survey and layout shall be withheld and paid upon receipt and acceptance of the As-built Field Record. Should the Contractor fail to submit the As-built Field Record or if the submitted As-Built Field Record is not satisfactory to the Contract Administrator, this withheld amount may be used by the Contract Administrator to pay for an independent contractor to produce the As-built Field Record. If the cost to produce the As-built Field Record by the independent contractor exceeds the withheld amount, the Owner may exercise its right of set off under GC 8.02.03.08 and deduct the additional cost from funds due and payable to the Contractor.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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The Contractor must report to the Contract Administrator immediately any conflict, inconsistencies, errors, omissions, and/or discrepancies found between the Contract Drawing(s) and the existing physical conditions. Immediately upon becoming aware of such conflict, inconsistencies, errors, omissions and/or discrepancies, the Contractor shall stop survey and layout work until further directed by the Contract Administrator. The City shall not be responsible for any additional cost or time delay due to a failure of the Contractor or the Contractor's Surveyor to report in a timely manner such conflict or inconsistencies found, or due to a failure to suspend the survey and layout work pending direction from the Contract Administrator.

The Owner may conduct quality assurance verifications of the survey and layout as it deems necessary. The Owner's quality assurance process shall not relieve the Contractor of its responsibilities and obligations under this Contract. Any deficiency, omission or error identified by the Owner in the quality assurance process will be reported to the Contractor within two Working Days. The Contractor shall verify the information provided by the Owner, and make adjustments or corrections where necessary. There shall be no additional compensation or extension of Contract Time for correction of the Contractor's deficiencies, omissions or errors.

Adjustments or corrections to the survey and layout required due to conflicts, inconsistencies, errors, omissions, and/or discrepancies between the Contract Drawing(s) provided by the Owner and the existing physical conditions will be compensated on a Time and Material basis in accordance with GC 8.02.04. This compensation shall be limited to the cost of survey crew only.

If construction survey and layout is not identified as a tender item in the Pricing Form and it is required during construction, or if Changes in the Work result in additional or a reduction in the service, adjustments in compensation shall be made on a Time and Material basis in accordance with GC 8.02.04.

### 9. Disposal of Surplus Excavated Material and Removals

All surplus excavated materials, removals, grindings and all other debris, including that from sewer flushing and catch basin cleaning, shall be disposed of, off site. No separate payment shall be made for the costs associated with this work.

The City will not make arrangements for the disposal of surplus materials or supply bills of lading.

The Contractor shall assume full ownership of the surplus excavated material and shall be solely responsible for its removal and disposal. The Contractor shall indemnify and hold harmless the City and each of its elected officials, officers, employees and agents from and against all claims, demands, actions, suits or proceeding which may arise in connection with the excavated material and the handling and disposal thereof.

The Contractor shall comply with the requirements of all federal, provincial and municipal laws, acts, ordinances, regulations, orders-in-council and bylaws, which could in any way pertain to the work outlined in the Contract.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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Stockpiling of excavated material within the City street allowance is not permitted. The Contractor shall dispose of all excavated material off site immediately upon removal. No additional payment will be made for costs incurred as a result of this requirement.

### 10. Smog Alert Response Plans

The Contractor, when notified by the Contract Administrator that the City's Smog Alert Response Plan has been implemented, shall, where applicable:

- suspend use of oil based products except for roadway line painting required to address safety concerns or to reduce traffic congestion;
- suspend all pesticide spraying;
- suspend grass cutting operations;
- not allow refuelling during daytime hours;
- reduce equipment and vehicle idling as much as practical;
- curtail the use of two-stroke engines as much as practical;
- suspend normal street sweeping of all roadways during daytime hours except where there is an urgent need for clean-up, such as following a special event such as Caribana;
- suspend the operation of loop cutting tar pots; and
- suspend any non-essential planned traffic control device installation or modification work which will require lane closures or require complete deactivation of the traffic control device. Work that is required to address safety concerns or to reduce traffic congestion may continue.

Asphalt paving operations using SS-1 tack coat (water based) may continue.

A Smog Alert may be preceded by a Smog Watch. A Smog Watch is issued when there is a 50 per cent chance that a smog day is coming within the next three (3) days. The Contractor shall not be entitled to any additional payment or extension of Contract Time due to the implementation of the Smog Alert Response Plans.

Notwithstanding the above, if it is necessary and the Contract Administrator ordered the suspension of paving operations, payment and/or extension of the Contract for the suspension of asphalt paving operations shall only be made if notification by the Executive Director or General Manager to suspend work is made in less than four hours prior to starting of such operations, and if such suspension has detrimentally impacted on the Contractor's work schedule. The Contractor shall provide supporting documentation identifying the impact and associated fair and reasonable costs in accordance with the General Conditions of Contract section 8.02.07 Records and any delay in accordance with the General Conditions of Contract section 3.07 Extension of Contract Time and section 3.08 Delays.

Payment for this work, at actual costs incurred, shall be made under the appropriate provisional item(s) identified in the Pricing Form and in accordance with the General Conditions of Contract 8.02.04 Payment on a Time and Material Basis with the exception of any mark ups.



## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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### 11. Security and Construction Signs

The Contractor shall be responsible for the security of the work of this Contract from the time the job site is turned over to him until all work has been completed.

The Contractor shall take all necessary precautions to ensure that the construction site does not pose a hazard to the public for the duration of the project. Appropriate safety and warning signs must be posted. All such site security measures shall be removed from the site at the completion of the project.

The Contractor shall supply construction sign(s) made according to the specification for Capital Construction/Improvement Project Sign. The sign(s) shall be mounted at (a) prominent location(s) in proximity of, or within the project boundary.

Project information for the sign, if not specified in this Tender Call, shall be provided by the Contract Administrator. The number of signs required is specified in the Pricing Form.

The costs for providing, installing, removing and disposing the signs shall be included in the Bidder's Pricing Form submission. No additional separate payment will be made in connection with the signs.

### 12. Material and Truck Weighing

The City reserves the right to randomly verify the quantity of materials supplied in connection with this Contract. Prior to unloading of materials that are priced on a unit weight basis ("unit weight materials"), the weight tickets must be provided to the Contract Administrator (or in their absence, the City's inspector). Material weight tickets that are not provided to the Contract Administrator or the City's inspector prior to unloading will not be accepted later for payment.

When directed by the Contract Administrator or the City's inspector, trucks carrying unit weight materials shall proceed immediately to a City's weighing facility as specified by the Contract Administrator or the inspector. After passing through the City's weight scale and unloading the materials, the empty truck shall return to the same facility to verify the vehicle tare if so directed by the Contract Administrator or the City's inspector.

Should the weight verification show that the verified weight of the material is less than what is shown on the Contractor's weight ticket by more than 1.0 per cent, the payment for the affected load shall be made based on the weight measured by the City's weighing facility.

City staff will also adjust the method of measurement for all following loads that are not weight-verified but have been delivered to the site before a new weight verification process can prove the Contractor had rectified the weight inconsistency. The weight of the following loads will be adjusted based on an adjustment factor determined from the most recently weight-verified load

The City will not compensate the Contractor for any cost associated with the weight verification process.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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### 13. Noise Regulations

The Contractor shall comply with all City noise bylaws. In addition, the Contractor shall ensure the following:

- Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to proper muffler systems, properly secured components and the lubrication of all moving parts; and
- Idling of equipment shall be restricted to the minimum necessary for the proper performance of the specified work.

### 14. Fair Wage and Labour Trades Policy

The Contractor and all associated subcontractors, shall be subject to the City's Fair Wage Policy and Labour Trades Obligations, as adopted by the City from time to time, and any of the City's or legislated labour trades requirements. Failure to comply with this policy and/or these requirements, may lead to termination of the Contract, or termination or rejection of a subcontractor, as the case may be, with no recourse by the Contractor in respect of such termination or rejection.

The Fair Wage Schedule that is applicable to this Contract is set out in Section 2 – Information for Bidders – of this Tender Call.

### 15. Liquidated Damages

The Contractor recognizes and agrees that the City will suffer financial loss if the Work is not completed within the time specified in this Contract. The Contractor also recognizes the delays, expenses and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Contractor agrees that as liquidated damages for delay (but not as penalty) the Contractor shall pay to the City the sum of \$ 5000.00 per day as liquidated damages for each and every calendar day's delay from the specified time for completion of the Work until actual completion of the Work, and it is further expressly acknowledged and agreed by the Contractor that:

- (a) this amount is a reasonable estimate of the actual damage that will be incurred by the City due to any failure to complete the Work within the time required by this Contract;
- (b) the City may deduct the amount due under this section from any monies that may be due or payable to the Contractor, whether under this Contract or any other agreement; and,
- (c) the liquidated damages provided for in this section shall be without prejudice to any other remedy to which the City is entitled at law or in equity.

### 16. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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the Contract Administrator. Spills or discharges and their adverse effects shall be as defined in the *Environmental Protection Act* R.S.O. 1990, c. E.19, as may be amended.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCBs and shall forthwith be reported to the Contract Administrator.

This reporting will not relieve the Contractor of its legislated responsibilities regarding such spills or discharges.

### 17. Taxes

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

### 18. Insurance

This clause is supplementary to clause GC 6.03 of the General Conditions of Contract in Section 5.

The limit of Commercial Liability Insurance is \$5,000,000 as specified in GC 6.03.02

The limit of Automobile Liability Insurance is \$2,000,000 as specified in GC 6.03.03

Contractor's Pollution Insurance is not required for this Contract. Co-ordination and Meetings

The Contractor shall attend regular meetings with the City of Toronto and others, including but not limited to, Toronto Transit Commission, Bell Canada, Enbridge, Toronto Hydro, and business organizations as may be required by the Contract Administrator to co-ordinate services affected by the Contract and to monitor on-going administration and progress of the contract.

### 19. Communication

Not applicable.

### 20. Payment Schedule

Not applicable.

### 21. Material Price Adjustment for [XXXXXX]

Not applicable.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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### 22. Standard Specifications and Standard Drawings

The standard specifications and standard drawings shall be those published in the City's Standard Construction Specifications and Standard Drawings for Sewers, Watermains, and Roads ("*Standard Specifications and Drawings*"). The *Standard Specifications and Drawings* can be found at [www.toronto.ca/ecs-standards](http://www.toronto.ca/ecs-standards).

This Contract may also refer to Ontario Provincial Standards (OPS) specifications and drawings. In such case, Bidders shall acquire the applicable specifications and drawings from OPS. Information about OPS can be found at [www.ops.on.ca](http://www.ops.on.ca).

Where there are conflicting statements between any of the City and the OPS specifications and drawings, the City *Standard Specifications and Drawings* shall prevail in that specific part, with respect to the matter in conflict.

### 23. Construction Schedule

This clause is supplementary to clause GC 7.01.12 of the General Conditions of Contract.

Payments of Contractor's invoices will not be made prior to the receipt of the required construction schedule satisfactory to the Contract Administrator.

The construction schedule shall be in the form of a Gantt chart in weekly intervals, and shall show, as a minimum, the milestones for each phase and major work items, reflecting the sequence of construction and identifying the critical path.

The Contractor shall update the schedule biweekly, or at a period or frequency agreed to by the Contract Administrator, and provide the updated schedule to the Contract Administrator.

Failure to submit updated construction schedules may result in payments not being made or being delayed.

### 24. Performance Evaluation

The Contractor's performance will be monitored and evaluated as necessary. Unsatisfactory performance, including failure to rectify defective works as requested by the Contract Administrator throughout the Contract (including Warranty Period), may lead to the Contractor not being awarded for future City contracts.

### 25. Payroll Burden Rate for Work on a Time and Material Basis

#### Standard Rate (40%)

The Owner will pay the Contractor's Payroll Burden at a standard 40 per cent of the wages and salary portion of the Cost of Labour for change in the work in the Contract that is carried out on a Time and Material basis.

#### Option for Contractor's Actual Payroll Burden Rate

Alternatively, the Owner will consider paying at the Contractor's actual payroll burden rate. To be considered for this option, the Contractor MUST submit their actual payroll burden rate on the Owner's prescribed Contractor's Payroll Burden Form ("Form") prior to the

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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commencement of any work on a Time and Material basis, preferably at the pre-construction meeting.

The Form is available from the Contract Administrator upon request and it shall be completed, certified and signed by the Contractor's external auditor. The Payroll Burden rate shall be calculated from the total expenditures of wages, salaries and benefits for all of the Contractor's employees paid during the previous 12 month calendar year (i.e. January 1<sup>st</sup> to December 31<sup>st</sup>). All permitted expenses in relation to labour costs are included on the prescribed Form.

If accepted, the submitted Form shall be effective until January 31<sup>st</sup> of the following year and the payroll burden rate will apply to all Time and Material works carried out within the effective period of the Form. If the Contractor fails to submit a signed Form before the commencement of any work on a Time and Material basis, or if the submitted Form is not acceptable to the Owner, the Owner will apply the 40 per cent standard payroll burden rate for all works that are carried out on a Time and Material basis under this Contract until a Form is submitted by the Contractor and accepted by the Owner.

During the Contract period, the Contractor must submit an updated Form by January 31<sup>st</sup> of a new calendar year. If accepted, the updated Form shall be effective until January 31<sup>st</sup> of the following year. If the Contractor failed to submit an updated Form or the submitted Form is not acceptable, the Owner will apply the standard 40 per cent payroll burden rate to all Time and Material works carried out under this Contract until an updated Form is submitted by the Contractor and accepted by the Owner.

The Owner reserves the right to terminate the application of the Contractor's actual payroll burden rate and apply the standard 40 per cent payroll burden rate if the Form is found to be not accurately completed after its acceptance.

Contractor's labour rates used in the work based on a Time and Material basis are subject to verification by the City's Fair Wage Office.

All information in relation to Contractor's Payroll Burden may be audited at the Owner's discretion. The Contractor agrees to keep complete and accurate books, payrolls, accounts and employment records and make the records available for audit by the Owner upon request. The Owner reserves the right to recover any overpayment to the Contractor affected by the audit.

### 26. Traffic Signal and Street Lighting Installations

The Ontario Electrical Safety Code requires all "electrical installations", as defined in *Ontario Amendments To The Canadian Electrical Code Part I C22.1-02*, be inspected by the Electrical Safety Authority (ESA).

The Contractor shall file an application with the inspection department of the ESA 48 hours prior to the commencement of the work that requires the inspections. Information on inspection requirements and application for inspection can be found at [www.esasafe.com/Contractors/](http://www.esasafe.com/Contractors/) or by calling ESA at 1-877-esa-safe.

The Contractor shall provide an ESA issued "Certificate of Inspection" to the Contract Administrator prior to the Substantial Performance of the Contract.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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The inspection fee shall be included in the appropriate bid items.

27. Hot Work and Red Tag Permit Training

Not Applicable.

28. Service Standards for Contractors in Responding to Third Party Claims

1. Without limiting the obligations of the Contractor under section 2, the Contractor, or the Contractor's insurer, shall:
  - (a) respond to all third party claimants in a timely manner,
  - (b) ensure that third party claimants are provided with accurate information about the status of their claim, and
  - (c) where appropriate, notify third party claimants of the relevant activity on their claims and provide them with information.
2.
  - (1) If the Contractor receives notice of a third party claim from a claimant relating to or arising out of the Contract, the Contractor shall immediately forward the notice of claim to the City Clerk's office at [claims@toronto.ca](mailto:claims@toronto.ca).
  - (2) Once the Contractor receives notice of a third party claim from the City's adjuster, relating to or arising out of the Contract, the Contractor, or the Contractor's insurer, shall:
    - (a) within 5 Working Days of receiving notice of the claim, send a letter to the claimant acknowledging receipt of the claim and provide the claimant with the contact information of the Contractor's Superintendent, or another person representing the Contractor, to whom the claimant can refer questions regarding the claim.
    - (b) conduct an investigation of the claim and make a decision regarding the claim that is based on a proper consideration of the facts.
    - (c) within 25 Working Days of receiving notice of the claim, provide the claimant with a letter advising of the results of the investigation and clearly explaining the Contractor's decision regarding the claim or should the contractor require the involvement of their insurance company to resolve the claim, this shall be forwarded to the insurance company and the claimant notified within the allotted time above.

An extension of time for responding to the claimant may be provided in writing by the Contract Administrator, if the Contractor or the Contractor's insurer, in writing, provides the Contract Administrator with a request for an extension as well as the reasons for the extension. In considering whether to provide an extension under this section, the Contract Administrator shall consider the Contractor's, or the Contractor's insurer's, reasons for the request and all of the surrounding circumstances including good customer service standards. Once the Contractor forwards the claim to their respective insurer, the resolution of the claim shall follow the insurance industry standards for claim investigation.

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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- (3) If an extension of time is provided under subsection 2(2), the Contractor, or the Contractor's insurer, shall write to the claimant advising that the investigation is on-going, advise of the date by which the Contractor or its insurer will report the results of the investigation to the claimant, and explain the reasons why additional time is required to make a decision on the claim.
  - (4) A copy of all letters sent to the claimant by or on behalf of the Contractor, including letters sent by the Contractor's insurer, pursuant to this section shall be copied to the Contract Administrator, and the City's adjuster.
3. (1) If the Contractor fails to meet any of its obligations under section 1 or 2, the City shall provide the Contractor with notice that these obligations must be fulfilled.
  - (2) If the Contractor does not meet its obligations under section 1 or 2 within 5 Working Days from receipt of the notice provided to the Contractor pursuant to subsection 3(1), the City may hold back an amount of \$10,000.00 from monies payable to the Contractor under this Agreement.
  - (3) Subject to its right to exercise any other right of hold back or set-off, including the City's rights under GC 8.02.03.08, the City will release the monies held back pursuant to subsection 3(2) once it has received evidence that the Contractor has sent the claimant a letter(s) in accordance with subsections 2(2)(a) and (c).
4. Where appropriate, the Contractor shall ensure its insurer takes all of the appropriate steps to meet the obligations under sections 1 to 3, failing which the Contractor shall be responsible for undertaking these obligations itself.
5. The Contractor shall provide to the City monthly updates on the status of all third party claims received until claim resolution.

### 29. Confined Spaces

The list of spaces that the City has identified as "confined spaces" as defined under the regulations under the OHSA can be found in Section 4-Scope of Work. This list of confined spaces was developed by the City for its own internal purposes in accordance with requirements related to confined spaces under the OHSA. The City makes no representations or warranties regarding the accuracy or completeness of this list of confined spaces. Without limiting the foregoing, the identification of confined spaces by the City was based on certain conditions that existed at the time the assessment was conducted, which conditions may be different or may change during the course of the performance of the Work under the Contract. The City assumes no liability whatsoever arising out of or in connection with this list of confined spaces or any reliance thereon.

The provision of this list of confined spaces in no way limits the Contractor's obligations as employer and, where applicable, as constructor under the OHSA, in particular those obligations with respect to confined spaces. The Contractor, at no additional cost to the City, shall be responsible for making its own assessment as to which spaces are confined spaces at the project site, including any new confined spaces that are created from time to time as construction progresses. Without limiting the foregoing, the Contractor shall not

## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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make any claims for delays or extra costs as a result of having to perform its obligations under the OHSA with respect to confined spaces.

The Contractor shall keep available for inspection at the project site every assessment, plan, co-ordination document, training record, entry permit, inspection record, and test record as required under the OHSA. Such documents shall be made available to designated City staff and consultants at the project site in the event that any City staff or consultants wish to enter any confined spaces at the project site for inspection and quality control purposes. The Contractor shall also provide to the Contract Administrator its own list of any confined spaces it has identified at the project site before the Work begins, and shall immediately notify the Contract Administrator in writing of any changes to this list from time to time during the course of the construction, and on completion of the project.

### 30. Schedule of Prices for Changes in the Work

If a Schedule of Prices for Changes in the Work ("Schedule A") is included in this Tender Call, it shall form part of Section 5A – Specific Conditions of Contract. Schedule A includes several standard, non-specific work items that may be required to complete the scope of the Contract and provides for compensation for completion of these items.

Where, in the opinion of the Contract Administrator, a work item in Schedule A is required to complete the Contract and the work item is not included in the Pricing Form, the payment for such item shall be calculated based on the unit prices in Schedule A.

The unit prices in Schedule A are exclusive of the HST and shall represent full compensation, including all labour, equipment, materials, delivery, traffic control, incidentals to complete the works, overhead and profits, contractor and subcontractor markups and co-ordination.

### 31. Payment of Bonds

Payment for bonds will be paid 100 per cent on the first progress payment, provided that an invoice is submitted as proof of payment. Any amount above the invoice amount will not be paid.

### 32. Payment for Insurance

Payment for insurance will be prorated based on the same percentage of value of work performed for the billable period.

### 33. Payment for Mobilization and Demobilization

Payment for tender item Costs for Mobilization and Demobilization will be made as follows:

- a) For Work that occurs within a single site, 60 per cent of the costs will be paid upon completion of mobilization provided progress of the Work can be sustained. The remaining 40 per cent of the costs will be paid upon the completion of the demobilization.
- b) For Work that occurs on multiple sites i.e. streets that are geographically separated by space and where a tender item is identified for each site, 60 per



## Section 5A – Specific Conditions of Contract

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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cent of the costs will be paid upon completion of mobilization for the respective site provided the Work starts within 4 days thereafter and is continuous through to completion.

- c) For Work that occurs on multiple sites i.e. streets that are geographically separated by space and where a single tender item is identified for the contract, the costs will be prorated based on the total bid price for each site relative to the total contract price and upon completion of mobilization for the respective site, 60 per cent of the cost will be paid provided the Work starts within 4 days thereafter and is continuous through to completion. The remaining 40 per cent of the costs will be paid upon the completion of the demobilization of the respective site.

This is Exhibit "D" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

**Section 4A – Special Specifications**  
Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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## Table of Contents

	<u>Page No. 4A -</u>
<b>GENERAL</b> .....	<b>3</b>
SS.1.0 Award Of Contract.....	3
SS.2.0 Method of Payment.....	3
SS.3.0 Terminology.....	4
SS.4.0 Construction Survey and Layout.....	5
SS.5.0 Utility Locates.....	6
SS.6.0 Test Pits to Expose and Verify Existing Utilities.....	7
SS.7.0 Notices to Public.....	8
SS.8.0 Pre-Construction Photos and Videos.....	9
SS.9.0 Pre-Construction and Post Construction Condition Surveys.....	9
SS.10.0 Field Office.....	11
SS.11.0 Traffic Control.....	12
SS.12.0 Construction Constraints.....	14
SS.13.0 Capital Improvement Project Construction Sign.....	19
SS.14.0 Portable Variable Message Sign.....	19
SS.15.0 Geotechnical Investigations.....	22
SS.16.0 Quality Control.....	23
SS.17.0 Provisional Items.....	27
SS.18.0 Access to Site.....	27
SS.19.0 Access to Properties.....	28
SS.20.0 Collection of Garbage.....	29
SS.21.0 Dust and Mud Control.....	29
SS.22.0 Saw Cutting.....	29
SS.23.0 Safety Cranes and Manlifts.....	30
SS.24.0 Cold Weather Work.....	30
SS.25.0 Smog Alert Response Plans.....	31
SS.26.0 Opening and Adjustment of Toronto Hydro Hand Wells.....	32
SS.27.0 Adjustment of Third Party Utilities.....	33
SS.28.0 As Constructed Survey & As-Built.....	33
SS.29.0 Excavation Work.....	34
SS.30.0 Excavation of Soft Spots.....	35
SS.31.0 Granular Material.....	35

## Section 4A – Special Specifications

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

---

SS.32.0	Street Furniture .....	36
SS.33.0	Gutter Adjustment .....	36
SS.34.0	YMCA at College and Dovercourt (940 College Street).....	37
SS.35.0	Functional & Technical Requirements .....	38
SS.36.0	Dimensions & Cordination.....	40
SS.37.0	Submittals .....	42
SS.38.0	Mock-Ups.....	44
SS.39.0	Product Requirements & Quality .....	44
SS.40.0	Substitutions .....	46
SS.41.0	Manufacturer's Instructions .....	48
SS.42.0	Project, Pre-Installation & Pre-Fabrication Meetings .....	48
SS.43.0	Order Quantity .....	49
SS.44.0	Literature.....	49
SS.45.0	Specifications.....	50
SS.46.0	Shop Drawings.....	50
SS.47.0	Delivery & Installatrimon.....	50
SS.48.0	Streetscaping Specifications .....	52
SS.49.0	Electrical Specifications.....	52
	Capital Construction / Improvement Sign Specification .....	53

**Section 4A – Special Specifications**  
Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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The cost to shift lanes, as many times as required, including temporary lane markings (removal of existing markings, supply and removal of temporary markings) and other temporary traffic control measures is considered included in the traffic control item.

The cost for any winter maintenance within the workzones is to be included in the unit price for traffic control.

The cost to coordinate any work with utility companies and the provision of temporary traffic control for the protection of new utilities during construction shall be included in the unit price for traffic control.

All costs associated with this Work shall be included in the item for Traffic Control. No separate payment shall be made.

**SS.12.0 Construction Constraints**

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Special Provision No. GN102M01

October 2015

For this Contract, the construction constraints are as follows:

1. Working hours during construction shall be restricted in accordance to the table below. No extension of Contract Time shall be permitted nor any delay claim shall be considered by the City due to adherence to these hours..

Day	Working Hours
*Monday to Friday	7:00 a.m. to 11:00 pm
*Saturday	9:00 a.m. to 7:00 pm
*Sundays	9:00 a.m. to 6:00 pm
Civic/Statutory Holidays	No work

\*Limitations to the above shall include:

- For this contract the contractor must work extended working hours (7 am to 11 pm) from Monday to Friday for timely completion of the contract. The contractor is also expected to work on weekends during the timing listed in the above noted table.

**Section 4A – Special Specifications**  
Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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- Any work affecting a major intersection areas including signalized intersections shall commence on a Friday after 7:00pm followed by completion of work within the major intersections and signalized intersections on Saturday.
  - The contractor shall not be allowed to work concurrently on both sides of the street. The contractor shall only work on one side of the Street and shall not be allowed to start any construction work at the other side of the Street unless all construction including tree pits, precast covers, pavers sidewalk, electrical work and any other proposed installation is completed at the side of Street where the work started. For example if the construction work is started at the south side the contractor must complete the work on south side prior to starting any construction work on the north side or vice versa.
  - If sidewalk construction work on a Saturday, inclement weather or otherwise, prevents the Contractor from completing the work, then the Contractor shall continue the work on the next day (Sunday) in order to complete the work.
  - Work on a Sundays shall only occur from 9:00am to 6:00pm if approved by the Contract Administrator.
  - If emergency works to be carried out arises as a result of the Contractor's negligence or fault and the Contractor is required to work on Sunday, Civic Holiday, Federal Holiday or on a Statutory Holiday in order to remedy the consequences of their negligence, the Contractor will not be compensated for such remedial works.
2. The Contractor shall make a request to the Contract Administrator and provide at least 3 days in advance notice for review and approval of any work that is to be undertaken outside of normal working hours. The Contractor is to adhere to the Toronto noise bylaws.
  3. The Contractor shall give at least forty eight (48) hours' notice to the City's Toronto Water Division, Trunk Collection and Inspection Branch dispatch office, by contacting 311, prior to excavation in the vicinity of any trunk sewers and trunk watermain, so an inspector may be present on site.
  4. Uninterrupted safe pedestrian traffic on both sides of the street shall be maintained at all times during construction.
  5. The Street Car service on College Street from Havelock to Shaw Street, shall be suspended during the construction work on College Street. The contractor shall completely open all lanes for traffic on College Street by August 19, 2016.

## Section 4A – Special Specifications

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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6. Any work requiring the restriction of traffic shall be carried out only after the City has approved the restriction
7. The cost to shift lanes, as many times as required, including temporary lane markings and other temporary traffic control measures is considered included in the traffic control item.
8. The Contractor shall maintain traffic in each direction at all times at all intersections, underpasses and side streets and shall provide all necessary asphalt ramping to the satisfaction of the Contract Administrator at intersections, entrances, bus stops, maintenance holes and any other location as required, at no cost to the City. The lane closures must be prearranged with the City of Toronto. The Contractor must provide a traffic control plan at the pre-construction meeting and shall be responsible for all traffic control measures.
9. The Contractor shall maintain uninterrupted TTC bus routes at all times during construction. The Contractor shall provide adequate temporary signs and proper asphalt access ramps for public transit passengers.
10. The contractor shall coordinate with other contractors including contractor(s) developing any property, throughout the project.
11. The Contractor shall provide all labour, equipment and material to complete the work of the Contract in a continuous orderly manner and to ensure that the Contract is completed by the stipulated completion date. The Contractor shall not be permitted to work in multiple locations that would be perceived as detrimental to the public's interest.
12. All traffic control measures shall be in place prior to construction. Traffic protection and control shall also include, but not limited to, Paid Duty Police Officers, traffic control persons, signs, flashers, delineators, pedestrian barricades, temporary steel plates, etc. and shall comply with specification TS 1.00 (revised March 2012)
13. The Contractor shall maintain uninterrupted vehicular and pedestrian access to and from all residences and businesses at all times. Pedestrian traffic must be maintained on both sides of all roadways. Approval for a sidewalk closures (one side of street at any one time) may be granted if deemed necessary by the City. The contractor shall also ensure every day safe pick up of persons with special needs.
14. The contractor shall ensure that safe access is provided to the school(s) located within and adjacent to the limits of the project.
15. The Contractor shall note that special coordination will be required with the businesses in the contract limits.

**Section 4A – Special Specifications**  
Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP

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16. The Contractor shall be required to provide a work plan and construction schedule to the City at the pre-construction meeting to illustrate how he plans to complete the work by the specified date. Construction schedule to include the complete sequence of construction activities, including provision for climate and weather, start and completion times of each item of work and schedule with approval times for required shop drawings and submittals, inspection and testing.
17. The contractor shall provide access to all the side streets, at all times.
18. The Contractor shall reinstate the affected local traffic as quickly as possible behind the construction work as the work progresses.
19. The Contractor is required to provide non-skid and counter sunk steel plates during non working hours over any trenches and pipes etc. exposed to ground surface at no additional cost to the City.
20. Any existing traffic conduits are expected to be very shallow (substandard depth) at various locations, and the contractor shall verify the vertical profile of the traffic conduits prior to commencing the removal operation. The contractor may be required to select a suitable method of excavation to avoid any damage to the conduits. In the event of any damage to these conduits, the contractor shall be responsible for the repair of any damage including all associated cost such as Pay Duty Police Officer(s) and additional flag persons etc.
21. All overhead wires including TTC wires will not be removed during construction. The contractor shall ensure that no damage is caused to the overhead wires due to any equipment used by the contractor. The contractor must coordinate and obtain sign-off by TTC to ensure that overhead power supply has been turned off and will remain off, for the duration of the construction.
22. The contractor shall maintain minimum of one 3.3m wide lane in both directions west and eastbound, for vehicular traffic during any construction activity.
23. Heavy breaking and the use of pneumatic equipment and sawcutting will be not permitted between the night time hours of 11:00 p.m. and 7:00 a.m. Monday to Friday, and prior to 9:00 a.m. on Saturday, Sunday and Holidays.
24. Contractor shall not allow any construction equipment to be washed out within the limits of the contract. The contractor shall make any and all arrangements to provide suitable facilities for this purpose, at his expense.
25. Construction or delivery vehicles shall not be allowed to stop within the open traveled lanes for any reason such as for delivery of materials or equipment without the prior approval of the Contract Administrator.



## Section 4A – Special Specifications

Tender Call No. 144-2016 Contract No. 16ECS-TI-11SP


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26. The contractor shall consider multiple crews for each activity to minimize the duration of the said works.
27. The Contractor shall schedule their work, as required, to include overtime and/or extended hours, weekend and night work to complete the Contract by the stipulated completion date. The cost of all overtime, weekend work, night work where permitted, etc., shall be included in the appropriate bid prices. No additional payment shall be made.
28. Where the Contractor works past daylight hours, all provisions must be made to ensure a safe working environment including, but not limited to, portable lights and generators, lighting equipped barriers, etc., as necessary. General contractor's representative shall be on site at all times during the construction work. All costs associated with work outside daylight hours are considered included in the appropriate tender items, no separate payment shall be made.
29. Due to the requirement to inform the public of any impending closures of the roadway, the Contractor shall give the Contract Administrator at least 7 Day notice before any closures are approved.
30. No claim for delay or expense shall be considered due to any rejection neither of closure requests nor for cancellation of any closure activities due to inclement weather or unforeseen circumstances.
31. For any night or weekend work the contractor shall also provide seven days' notice for presence of City inspection staff. The Contractor shall include the premium cost of any coordination/notifications etc. in their contract price. No additional payment shall be made.
32. The Contractor's schedule shall accommodate the above constraints, but is required to meet all stipulated contract completion dates. Should any unforeseen special conditions arise the Contract Administrator will have the right to direct the Contractor to re-schedule construction in a manner that minimizes the effects thereof. There shall be no additional payment to the Contractor regarding any such scheduling changes.
33. The contractor must complete all construction work on College Street before starting any sidewalk and streetscaping work for Parkette's on the side streets.
34. All construction work on College Street from Havelock Street to Shaw Street including but not limited to Sidewalk, Tree Pits, Paver Installation, Tree Plantation, and Electrical Work must be completed by August 19, 2016.

All costs associated with this Work shall be incidental to all related items of Work. No separate payment shall be made.

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This is Exhibit "E" referred to in the Affidavit of ROHIT BANSAL  
sworn March ~~2017~~<sup>2018</sup>, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

**MINUTES OF PRE-CONSTRUCTION MEETING  
CONTRACT NO. 16ECS-TI-11SP**

**Project: Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street. (Ward No. 18 and 19)**

**10:30 am, June 9, 2016**

**In Attendance:**

**Metro Hall, 16<sup>th</sup> Floor**

<b>Name</b>	<b>Company/Department</b>	<b>Phone No./Fax</b>
DANNY BAJIT	CITY	416 436 8398
RAVI PONNAMBALAM	YMCA	416 576 9399
TYRONE BANAVEGE	CITY	416 393 7397
JOE PELLEGRINI	CITY	416 394 8441
TONY LUCEY	CITY	416 392 1995
GEORGE ORTINS	TTC	416 393 4655
MIKE SINOPOC	BIA	416 533 7294
PAUL DAVID	CITY	416 392 1617
FRANK PAULO	BIA	416 858 9560
ELIZABETH CHRISTIANSEN	PMA	416 239 9818
ARSEMA BELACHEW	YMCA	647 278 8529

MARCO MARRONE	FS	416 525 7099
EMILY ASSUNCAO	TTC	416 393 3302
BOB RUNNINGS	CITY	416 338 5425
FUNG LEE	PMA	416 239 9818
ANTONELLA NICASO	ECO DEV	416 392 1817
JULIE FASS	BIA	416 535 8728
SHAHID VIRK	CITY	416-338-5542

ITEM NO.	DESCRIPTION	ACTION
1.0	<b>Introduction</b>	
1.1	Attendees introduced themselves and completed the contact information	Info
1.2	The "Projects Scope of Work" was briefly discussed	Info
2.0	<b>Correspondence and Communication Protocol</b>	
2.1	<p><b><u>PROJECT CONTACTS:</u></b></p> <p><b><u>City of Toronto:</u></b></p> <p><b>Shahid Virk, P. Eng. (Contract Administrator)</b>            Engineering &amp; Construction Services, City of Toronto            Metro Hall, 16th Floor, 55 John Street, Toronto, Ont. M5V 3C6            P: 416-338-5542            F: 416-392-5418            E: svirk@toronto.ca</p> <p><b>Joe Pellegrini, C.E.T.</b>            Supervisor, Construction Inspection            Engineering Support Services            Engineering &amp; Construction Services, City of Toronto,            18 Dyas Road, 2<sup>nd</sup> Floor, Toronto, Ontario M3B 1V5            P:416.394.8441            F:416.397.0900            E:jpellegr@toronto.ca</p> <p><b>Danny Bajit</b>            Inspector Municipal Construction, Construction Inspection Engineering Support Services, Engineering &amp; Construction services City of Toronto            18 Dyas Rd. 2nd Floor, Toronto, Ontario M3B 1V5            P: 416.678.5665            F: 416.392.0900            E: dbajit@toronto.ca</p>	Info

ITEM NO.	DESCRIPTION	ACTION						
2.2	<p><b><u>Toronto Water</u></b></p> <p><b>Karla Fowler</b>            Toronto Water, District Supervisor Operations            Central Services            1026 Finch Ave West, Building "D" First Floor            M3J-2E1            Office 416-395-1082            Fax 416-395-6206            E-mail: <a href="mailto:KFowler@toronto.ca">KFowler@toronto.ca</a></p> <p><b>John Hlywka</b>            Toronto Water, District Supervisor Operations            Central Services            1026 Finch Ave West, Building "D" First Floor            M3J-2E1            Office 416-395-1243            Fax 416-395-6206            E-Mail <a href="mailto:jhlywka@toronto.ca">jhlywka@toronto.ca</a></p> <p><b><u>Contractor</u></b></p> <p><b>Four Seasons</b></p> <table border="1" data-bbox="284 1281 1144 1459"> <thead> <tr> <th>Name</th> <th>Cell Phone Number</th> <th>E-mail</th> </tr> </thead> <tbody> <tr> <td>Lorenzo Sabbadin</td> <td>416 525-9793</td> <td>MMarrone@sitedevelopment.ca</td> </tr> </tbody> </table> <p>All correspondence including E-mails shall contain the following title:  <b>Subject : 16ECS-TI-11SP (College Street)</b></p>	Name	Cell Phone Number	E-mail	Lorenzo Sabbadin	416 525-9793	MMarrone@sitedevelopment.ca	Info
Name	Cell Phone Number	E-mail						
Lorenzo Sabbadin	416 525-9793	MMarrone@sitedevelopment.ca						

ITEM NO.	DESCRIPTION	ACTION
3.0	<b>Traffic Control</b>	
3.1	FS shall provide the Traffic Control Management Plan for City review and approval	FS/E&C/City Traffic
4.0	<b>Emergency Contact List</b>	
4.1	An emergency contact list will be completed and posted in the site office prior to the commencement of construction.	FS/E&C
5.0	<b>Executed Documents Status and Order to Commence</b>	
5.1	<p>The document are ready and FS shall complete the executed documents and submit by June 17, 2016</p> <p>Upon completion of the execution of the contract documents, the City shall issue Order to Commence</p> <p><i>Note: subsequent to the meeting FS picked the execution documents</i></p>	FS/E&C/Info

ITEM NO.	DESCRIPTION	ACTION
6.0	<b>Distribution of Contract Drawings and Documents</b>	
6.1	<p>E&amp;C will distribute Contract Drawings and Contract Documents as following:</p> <p><b>FS:</b> 6 full-size, 6 half-size drawing and 2 contract documents.</p> <p><b>City Inspection:</b> 2 full-size, 2 half-size drawing sets and 2 contract documents.</p> <p><b>Eco Dev;</b> 2 full-size</p> <p><i>Note: Subsequent to the meeting, the requested drawings and contract documents were distributed to Four Seasons and the City inspector.</i></p>	E&C
6.2	FS to keep all updated standard specifications in the site office.	FS
7.0	<b>Schedule</b>	
7.1	The tentative commencement date of this project is June 27, 2016	Info
7.2	FS to provide the construction schedule for City review by June 17, 2016.	FS/E&C



ITEM NO.	DESCRIPTION	ACTION
7.3	In the event of any changes to the current schedule, the contractor to provide an updated forecast schedule at the Site Meetings.	FS
8.0	<b>Starting Location / Sequence of Work</b>	
8.1	Contractor informed that the he shall be starting construction at north side on College Street at the west limit of the contract and will proceed towards east. The contractor shall complete all work at north side before starting the work on south side.  <i>Note: contractor shall provide appropriate notice to the properties at south side prior to flipping the construction</i>	Info
9.0	<b>Stakeout Reports / Construction layout</b>	
9.1	The complete set of utility stakeout reports is to be submitted prior to commencing the construction.	FS
10	<b>Traffic Issues</b>	
10.1	<ul style="list-style-type: none"> <li>- Pedestrian access shall be provided on both sides of the road.</li> <li>- No construction vehicles allowed in private properties.</li> <li>- Steel plates shall be provided at all times through the traffic lanes (if required).</li> </ul>	FS

ITEM NO.	DESCRIPTION	ACTION
11	<b>Notice of Project "MOL"</b>	
11.1	<p>FS will be the Constructor on this project. Therefore, FS has to obtain the MOL "Notice of Project" and post in the site office at all times.</p> <p><i>Note: all Employers engaged in construction of this project should provide a copy of completed Registration of Constructors &amp; Employers form to FS</i></p> <p><i>Subsequent to the meeting City provided the form1000 to FS</i></p>	Info
12	<b>Pre-Commencement Activities</b>	
12.1	<p><b>Project Signs:</b></p> <p>Contractor to place two project signs at the ends of the contract limits. FS to follow the contract for project sign requirements.</p> <p><b>Pre-Construction Photos:</b></p> <p>Contractor to provide preconstruction photos in digital format specifying proper address, (follow the contract).</p>	FS
13	<b>Health and Safety</b>	
13.1	<p>WSIB clearance shall be provided prior to first progress payment. The Contractor shall provide a copy of their OHS plan.</p>	FS
13.2	<p>At all times the site shall be maintained, and staff shall be operating, in accordance with the Occupational Health and Safety Act.</p>	FS

ITEM NO.	DESCRIPTION	ACTION
13.3	First Aid, eye flush, hospital direction and all safety labels/signs to be provided and accessible on site at all times.	FS
13.4	Pedestrian safe access shall be provided at all times	FS
13.5	E&C shall be provided with the copy of contractor's Health and Safety meeting minutes.	FS
13.6	City site staff to be invited to the constructor's Health and Safety tailgate sessions.	FS CON. INC.
<b>14.0</b>	<b>Permits and Approvals</b>	
14.1	FS to provide permission letters from the intended receiving site(s) for disposal of any surplus material.	FS
14.2	FSto apply for any permit(s) required for construction work. <i>Note: E&amp;C to provide the cut permit to the contractor</i>	FS/E&C

ITEM NO.	DESCRIPTION	ACTION
15.0	<b>Occupation and Use of Site</b>	
15.1	<p><b><u>Hours of Work:</u></b></p> <p>All heavy works shall be carried out during the day time. Certain exception may be considered if necessary.</p>	FS/Info
15.2	<p><b><u>Noise By-Law:</u></b></p> <p>All work shall be done in accordance with the hours of work as prescribed in the contract.</p>	FS/Info
15.3	<p><b><u>Field Office &amp; Temporary Storage Area:</u></b></p> <p>Engineer's "field office and related temporary facilities" shall be in place prior to construction starting. The proposed location of site office shall be discussed and agreed by the City Inspector and City Traffic Coordinator.</p> <p>Any other temporary installations, shall be approved prior to their implementation in the field.</p> <p>Stockpiling of excavated material within the City street allowance is not permitted. The Contractor shall dispose of all the excavated material off site immediately upon removal.</p> <p>All construction materials to be stored at an approved location, and according to the environmental regulations.</p> <p><i>Note: The contractor informed that due to busy area he is in the process to rent a appropriate place for site office</i></p>	FS/Info

ITEM NO.	DESCRIPTION	ACTION
15.4	<p><b><u>Site Cleaning and Restoration:</u></b></p> <p>FS shall clean Catch Basins located within the Contract limits prior to the excavation.</p> <p>The site shall be kept clean and tidy at all times. The contractor shall apply dust and mud control at all times.</p> <p>The Contractor to ensure the restoration, cleanup and rectification of all known deficiencies, upon completion of work.</p>	FS
<b>16.0</b>	<b>Submittals and Subcontractors List</b>	
16.1	Any changes to the subcontractors list shall be immediately notified	FS
16.2	<p>FS to submit all required documentations in accordance with the contract documents including the following;</p> <ul style="list-style-type: none"> <li>- Equipment List</li> <li>- Payroll Burden</li> <li>- Letter(s) from intended sites for disposal of excavated material</li> <li>- Contractor to submit a project schedule and traffic control management plan</li> <li>- All shop drawings</li> </ul>	FS/Info

ITEM NO.	DESCRIPTION	ACTION
16.3	The contractor shall submit mix designs for asphalt and concrete prior to any concrete and asphalt work.	FS
<b>17.0</b>	<b>Progress Payments</b>	
17.1	Daily report shall be signed by the contractor on daily basis. The weekly report shall be finalized and submitted to the Contract Administrator end of each Monday. First progress payment cut-off date shall be four weeks after the start date of construction.	FS/E&C
<b>18.0</b>	<b>Extra Work/Changes</b>	
18.1	Any extras, credits, delay costs and extensions shall be identified, discussed, and submitted promptly before the work proceeds so that the time and materials can be recorded to avoid disputes.	FS/E&C
18.2	Changes to the work requested by the Contractor will be reviewed and issued by the Contract Administrator. The contractor shall not proceed with work on any changes unless a written instruction is issued by E&C	FS/E&C

ITEM NO.	DESCRIPTION	ACTION
18.3	The claim procedure must be followed as stipulated in the general condition, GC. 3.14.03.	FS
<b>19.0</b>	<b>Survey</b>	
19.1	Contractor shall provide the construction layout survey as stated in contract documents  City shall provide the CAD drawings to the contractor	FS/E&C
<b>20.0</b>	<b>Design Issues</b>	
	No design issues were noted.	FS/Info
<b>21.0</b>	<b>Other Business</b>	
21.1	<b>Public Relations</b>  It was noted that the public relation is an essential component of the project delivery and all the public concerns related to construction must be directed to City staff.  The public Information signs must be in placed prior to commencing the construction work.	FS/E&C/Info
21.2	City Transportation (Traffic) to order and install Traffic advisory signs. City Traffic to advise contractor for the locations of TC 12 and change able message signs	City/FS

ITEM NO.	DESCRIPTION	ACTION
21.3	<p><b>Third Party Claims</b></p> <p>The Contractor shall respond to all claims in a timely manner and provide an update for all known claims at every site meeting as a minimum.</p>	FS
21.4	<p><b>Contractor Evaluation:</b></p> <p>The evaluations are required after the first month and every 2 months thereafter and one final evaluation at the completion of the contract.</p>	Info
21.5	<p><b>QA Testing</b></p> <p>It was noted that the contractor is responsible for the QC testing, and the City may request for the copies of those QC testing.</p> <p>The City will, however perform the QA testing.</p>	FS/Info



ITEM NO.	DESCRIPTION	ACTION
21.7	<p><b>Quality Control/Quality Assurance</b></p> <p>Contractor to perform Quality Control as stated in the Contract Documents.</p> <p>For the Quality Assurance, Davroc will be the Material Testing company for this project. The Contractor shall give 24 hour notice to ECS representative on site for scheduling purpose.</p> <p>Note: Davroc to send all material testing results by email to the Contract Administrator and cc to the following personnel:</p> <p>Joe Pellegrini (Construction Supervisor) Marco Marrone (Contractor)</p> <p><b>Deficiencies:</b></p> <p>All known deficiencies are to be completed prior to leaving the site.</p> <p>If deficiencies are detected as work is proceeding, the Contractor shall immediately rectify the issue prior to proceeding with his work (i.e. deficient concrete shall be immediately removed and replaced prior to the contractor proceeding down the block).</p>	Info/ Davroc
21.8	<p><b>TTC Overhead Power Isolation</b></p> <p>Four Seasons, to contact TTC and arrange for a site meeting for power isolation prior to the construction.</p> <p><i>Note: TTC provided their contact information to FS representative in the meeting</i></p>	FS/TTC

ITEM NO.	DESCRIPTION	ACTION
21.9	<p><b>Pre-condition Survey</b></p> <p>City to provide template for precondition survey of the adjacent properties</p> <p><i>Note: Subsequent to the meeting the letter template was provided for precondition survey</i></p>	FS
21.10	<p><b>Fence Mesh Banners</b></p> <p>Contractor to install banners for public information stating the reasons of lane closures etc.</p> <p><i>Note: City to provide template/information related to the banners</i></p>	Info/E&C
21.11	<p><b>Design Files</b></p> <p>City to provide the design files for surveyors use</p> <p><i>Note: Subsequent to the meeting the design files were provided to the contractor</i></p>	Info
21.12	<p>For any traffic changes or road closure, a minimum of <b>48 hours</b> notice is required.</p>	FS
21.13	<p><b>Traffic Signal work at Shaw and College Street intersection</b></p> <p>City Traffic Signal along with E&amp;C and the contractor shall arrange a site meeting to review/resolve the work conflict at the intersection of Shaw and College Street</p>	

ITEM NO.	DESCRIPTION	ACTION
21.14	<p><b>Parking Issue</b></p> <p>Since one lane in each direction has to be maintained for vehicular traffic and TTC buses, parking cannot be accommodated in the curb lanes during construction. Parking authority to cover the parking meters within the construction limits and the parking signs shall be bagged.</p>	<p>Parking Authority/E&amp;C/FS</p>
<b>22.0</b>	<b>Next Site Meeting</b>	
22.1	<p>The date/time and location for the progress review meeting No. 1 shall be held determined at a later date</p>	<p>Info</p>
22.2	<p>Meeting adjourned at 1-30 pm.</p>	<p>Info</p>

*The forgoing represents the writer's understanding of the major items of discussion and the discussions reached and/or future actions required. If the above does not accurately represent the understanding of all parties attending, please notify the writer immediately upon receiving these minutes.*

Prepared by: Shahid Virk

This is Exhibit "F" referred to in the Affidavit of ROHIT BANSAL  
sworn March <sup>29</sup>....., 2017



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*Commissioner for Taking Affidavits (or as may be)*

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



**Frank Clarizio, P.Eng.**  
Director, Design & Construction  
Transportation Infrastructure

**Engineering & Construction Services**

**Metro Hall**  
55 John Street, 16<sup>th</sup> Floor  
Toronto, Ontario M5V 3C6

**Tel:** 416.392.8412  
**Fax:** 416.392.6279  
Sadams1@toronto.ca  
www.toronto.ca

June 23, 2016

**By: Email and Delivery**

Four Seasons Site Development  
42 Wentworth Court, Unit 1  
Brampton, Ontario  
L6T 5K6

Attn: Mr. Rohit Bansal,

**Re: Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street.**

In accordance with the terms of your contract with the City of Toronto dated June 8, 2016, this is your official Order to Commence Work on Contract No. 16ECS-TI-11SP, for Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street, in the City of Toronto Ward 18 and 19. Further to our verbal notification, construction is commencing June 27, 2016 and is to be completed by October 21, 2016.

For the purposes of the Occupational Health and Safety Act, you are designated the Constructor for this project and will assume the responsibilities of the Constructor set out in the Act and its regulations.

We remind you that under the Occupational Health and Safety Act and Regulations current Material Safety Data sheets must be available for all products regulated under the Workplace Hazardous Material Information System (WHMIS). You must ensure that current Safety Data Sheets are provided immediately, for all products requiring them, which are brought onto your project site by yourselves, your subcontractors and suppliers.

Special attention to the following requirements:

1. Complete detailed CONSTRUCTION SCHEDULE, which is currently passed due.
2. STREET OCCUPATION PERMIT (obtainable by applying to Transportation Services)
3. CONCRETE MIX DESIGN is required prior to commencement of work.
4. ASPHALT MIX DESIGN, including results, is required at least three weeks prior to the placing of any asphalt.

5. Copies of UTILITY STAKE-OUTS must be given to the Contract Inspector prior to commencing any work locations.

Copies of the Material and Safety Data Sheets must be provided to the Executive Director's representative, on site prior to the start of construction.

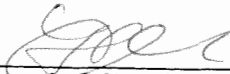
Yours truly,



*for* Easwaran Vallipuram, (Acting) Manager,  
Streetcar Way & Special Projects  
Transportation Infrastructure  
Engineering & Construction Services

*MK.*  
*Co-V.* c.c. Construction Activities, 2nd Floor, Scarborough Civic Centre  
Mark Piplica, Manager, Fair Wage & Labour Trades Office  
Joe Pellegrini, Supervisor, Construction  
Shahid Virk, Senior Project Manager  
Contract File

This is Exhibit "G" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

Phone: (416) 392-6593  
 Fax: (416) 392-7465  
 24 Hours Dispatch: (416) 392-5556  
 48 Hour Fax Notification:  
 SOP Office, Metro Hall, 17th Floor  
 Permit No: 71766901

**TEMPORARY STREET OCCUPATION PERMIT**

**EQUIPMENT/MATERIAL**

This is issued for the locations specified and subject to the Applicant complying with all of the relevant laws, By-laws and the Terms and Conditions set forth below and on the reverse, and shall be subject to cancellation at any time without notice.

<b>APPLICANT:</b> Four Seasons Site Development Ltd 42 Wentworth Court Suite 1 Brampton, Ontario L6T 5K6	<b>CONTACT:</b> Marco Marrone Phone: (905) 789-0111 Cellular: (416) 525-7099 FAX: (905) 789-6665
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<b>LOCATION:</b> COLLEGE ST TORONTO at HAVELOCK ST to SHAW ST	<b>City Ward:</b> 18 <b>District:</b> Toronto and East York
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**PURPOSE:** City Contract -- permission to occupy the public right of way for sidewalk reconstruction and streetscaping improvements

**TIME PERIOD:**  
**From:** June 27, 2016 **To:** 12:01 am November 30, 2016 11:59 pm

**Standard Conditions**  
 The applicant shall, at their expense, comply with the conditions described in Appendix A of Chapter 743 ("Use of Streets and Sidewalks") of the Toronto Municipal Code. A copy of these conditions can be found at [http://www.toronto.ca/legdocs/municode/1184\\_743.pdf](http://www.toronto.ca/legdocs/municode/1184_743.pdf)


**SPECIAL CONDITIONS:**

- 1.0 ALL WORK TO BE COMPLETED IN ACCORDANCE WITH CITY OF TORONTO CONTRACT # 16EECS-TI-11SP
- 2.0 Proper traffic control set-up and signage required as per the Ontario Traffic Manual, Book 7: Temporary Conditions
- 3.0 THIS PERMIT DOES NOT INCLUDE THE PARKING OF TRANSPORTATION VEHICLES. ALL PARKING MUST BE IN A LEGAL SPOT
- 4.0 All construction material / equipment must be stored in a safe, clean, and contained manner
- 5.0 No occupation of the right-of-way allowed during the posted rush hours
- 6.0 Applicant is responsible to submit a RoDARS notification directly to the Toronto Traffic Management Centre and area Traffic Work Zone Co-ordinator a minimum of 48 hours prior to work
- 7.0 Insurance on file expires October 07, 2016. Updated insurance must be submitted prior to expiry, or permit becomes void.

The Applicant, (and where applicable, all heirs, executors, administrators, successors and assigns), agrees to indemnify and save harmless the City of Toronto, and any other corporations, boards, commissions or entities having utilities or services in the vicinity of any work undertaken pursuant to this permit which as a result of such work suffers any loss, costs, damages, claims for lien, charges or expenses, (except such that are attributable to the negligence of the City, its servants, agents or contractors other than in granting this permit as requested). This indemnity shall survive the expiry of this permit. The cost of permanent repairs carried out by the City shall be paid by the Applicant.

NOTE: This permit authorizes occupation only during the times and at the location specified herein. Any change or extension of time or any change in location must be the subject of a new application to the General Manager of Transportation Services.

For: General Manager of Transportation Services

Applicant or Signing Officer: 

Issued by: Rachel Benjamin  
 Date Issued: Jun 24, 2016

Date Printed: Jun 24, 2016



This is Exhibit "H" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

## Rohit Bansal

---

**From:** Shahid Virk <svirk@toronto.ca>  
**Sent:** June-24-16 12:11 PM  
**To:** Rohit Bansal  
**Cc:** Marc Marrone; Lorenzo Sabbadin; Easwaran Vallipuram  
**Subject:** RE: 16ECS-TI-11SP

Thank you Rohit,

Can I please know which of the locates are still outstanding and which has been received by Four Seasons.

Thank you

Shahid

**From:** Rohit Bansal [mailto:RBansal@sitedevelopment.ca]  
**Sent:** June-24-16 10:36 AM  
**To:** Shahid Virk  
**Cc:** Marc Marrone; Lorenzo Sabbadin; Easwaran Vallipuram  
**Subject:** RE: 16ECS-TI-11SP

Hi Shahid,

As of this moment, there is no update to the status provided to you

Regards,  
Rohit Bansal

**From:** Shahid Virk [mailto:svirk@toronto.ca]  
**Sent:** June-24-16 10:13 AM  
**To:** Rohit Bansal <RBansal@sitedevelopment.ca>  
**Cc:** Marc Marrone <MMarrone@sitedevelopment.ca>; Lorenzo Sabbadin <LSabbadin@sitedevelopment.ca>; Easwaran Vallipuram <evallip@toronto.ca>  
**Subject:** RE: 16ECS-TI-11SP

Hello Rohit/Marco,

Can I please know if you have received the locates.

Thank you

Shahid

**From:** Rohit Bansal [mailto:RBansal@sitedevelopment.ca]  
**Sent:** June-22-16 2:00 PM  
**To:** Shahid Virk  
**Cc:** Marc Marrone; Lorenzo Sabbadin; Easwaran Vallipuram

**Subject:** RE: 16ECS-TI-11SP

**Importance:** High

Hi Shahid,

Please see enclosed the update on the locate situation for College Street project.

While we are doing everything possible to get the locates to start the project for the intended start date of June 27<sup>th</sup>, given the limited response from the locate companies, this seems highly improbable. Obtaining locates is the responsibility of the Contractor. To this extent, we initiated the process on June 2<sup>nd</sup>, 6 days ahead of the project being awarded to us. It is 20 days today and we have not received any locates to start any portion of the work. We have done our due diligence and continue to do so.

Please use whatever measure that may be at your disposal to encourage the utility companies that have plants on your property to provide the appropriate information in timely manner.

Regards,  
Rohit Bansal

## Rohit Bansal

---

**From:** Marc Marrone  
**Sent:** June-24-16 4:44 PM  
**To:** Shahid Virk  
**Cc:** Lorenzo Sabbadin; Cheryl Zammit; Rohit Bansal; Easan Vallipuram  
**Subject:** College st - start up

Shahid,

We still have not received locates at this hour. We have pulled the plug on Monday for a start, we are re-scheduling our crew to be on site to set up traffic and temporary line paint on Wednesday and Thursday next week and will commence work on Monday the 4<sup>th</sup> of August.

Regards,  
Marco

## Rohit Bansal

---

**From:** Shahid Virk <svirk@toronto.ca>  
**Sent:** June-28-16 2:57 PM  
**To:** Marc Marrone; Easwaran Vallipuram; Lorenzo Sabbadin; Rohit Bansal  
**Subject:** FW: RE : Complaint 1085 / Late Locates /

FYI

Regards

Shahid

**From:** Steve Waugh [mailto:SWaugh@ON1Call.com]  
**Sent:** June-28-16 1:10 PM  
**To:** Shahid Virk  
**Cc:** Rob Matthews  
**Subject:** FW: RE : Complaint 1085 / Late Locates /

Hello Shahid:

Please be advised Compliance has sent out a 48 hour notice to the Members mentioned in complaint 1085 and Bell has advised that ticket number 20162322765 has now been completed and 20162322750 is being worked on, will be completed shortly.

Regards

**Steve Waugh**  
**Investigations & Compliance Manager**  
Phone : 844-257-9490 Ext. 8808  
Fax : 519-837-5410  
1-104 Cooper Dr | Guelph, ON | N1C 0A4

**From:** Steve Waugh  
**Sent:** Tuesday, June 28, 2016 1:05 PM  
**To:** 'Shahid Virk' <svirk@toronto.ca>  
**Subject:** RE : Complaint 1085 / Late Locates /

This is Exhibit "I" referred to in the Affidavit of ROHIT BANSAL  
sworn March 28, 2017

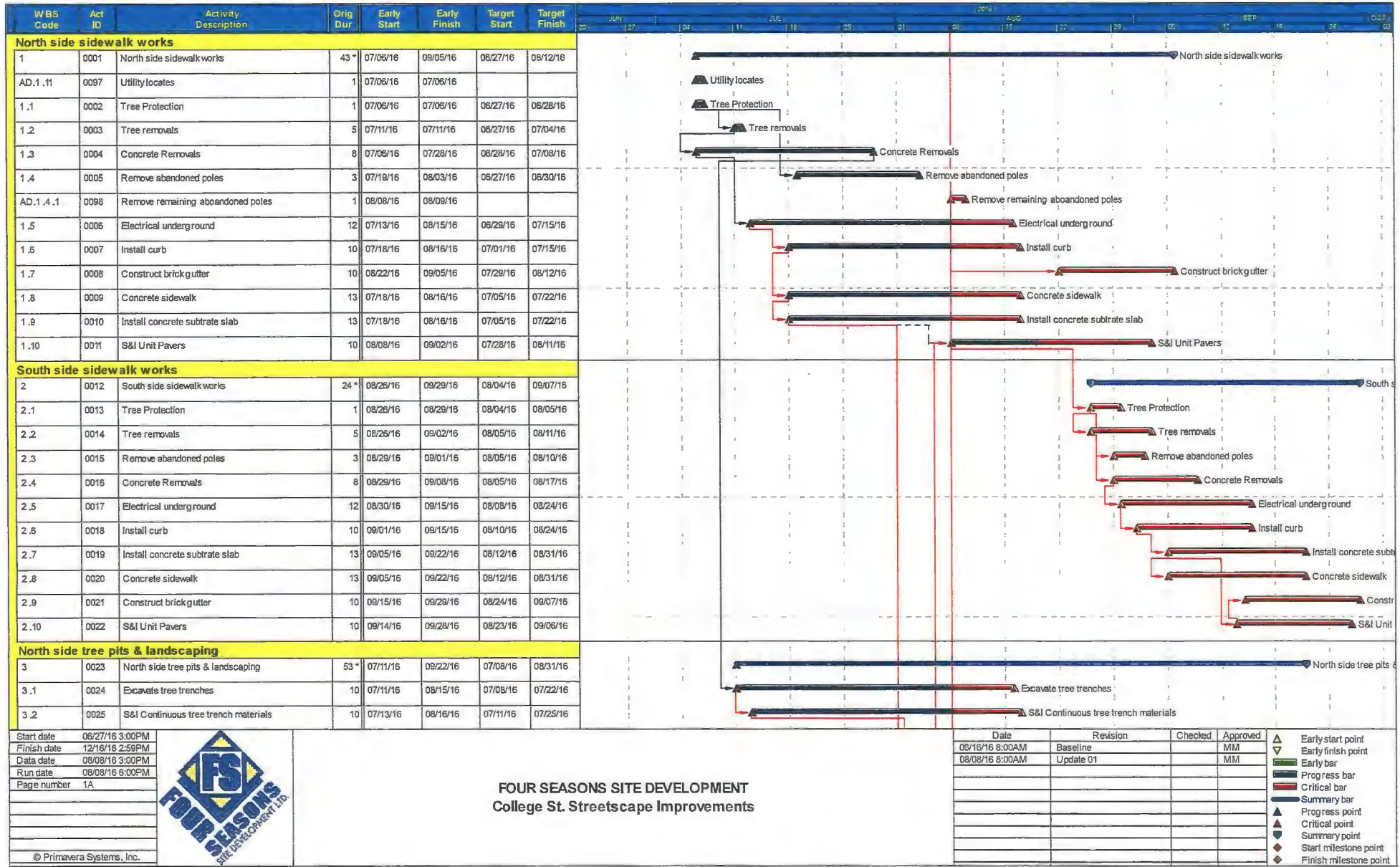


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*Commissioner for Taking Affidavits (or as may be)*

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

Schedule 1.0  
UPDATE



Start date 06/27/16 3:00PM  
 Finish date 12/16/16 2:59PM  
 Data date 08/08/16 3:00PM  
 Run date 08/08/16 6:00PM  
 Page number 1A



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

© Primavera Systems, Inc.

Date	Revision	Checked	Approved	
06/16/16 8:00AM	Baseline		MM	▲ Early start point
08/08/16 8:00AM	Update 01		MM	▼ Early finish point
				■ Early bar
				▬ Progress bar
				▬ Critical bar
				▬ Summary bar
				▲ Progress point
				▼ Critical point
				■ Summary point
				◆ Start milestone point
				◆ Finish milestone point

WBS Code	Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Target Start	Target Finish
3.3	0026	S&I planting materials	7	09/02/16	09/13/16	08/11/16	08/22/16
AD.3.4.1	0099	Precast shop drawing approval	1	06/24/16	07/19/16		
3.4	0027	Install Concrete Precast modules	10	08/04/16	08/19/16	07/14/16	07/28/16
3.5	0028	S&I Unit Pavers	10	08/08/16	09/02/16	07/28/16	08/11/16
3.6	0029	S&I site furnishings	10	09/02/16	09/16/16	08/11/16	08/25/16
3.7	0030	S&I electrical equipment and fixtures	4	09/16/16	09/22/16	08/25/16	08/31/16

South side tree pits & landscaping							
4	0031	South side tree pits & landscaping	61*	08/08/16	11/01/16	06/27/16	09/20/16
4.1	0032	Excavate tree trenches	10	08/08/16	08/22/16	06/27/16	07/11/16
4.2	0033	S&I Continuous tree trench materials	10	08/22/16	09/05/16	07/11/16	07/25/16
4.3	0034	S&I planting materials	7	09/05/16	09/14/16	07/25/16	08/03/16
4.4	0035	Install Concrete Precast modules	10	09/14/16	09/28/16	08/03/16	08/17/16
4.5	0036	S&I Unit Pavers	10	09/28/16	10/12/16	08/17/16	08/31/16
4.6	0037	S&I site furnishings	10	10/12/16	10/26/16	08/31/16	09/14/16
4.7	0038	S&I electrical equipment and fixtures	4	10/26/16	11/01/16	09/14/16	09/20/16

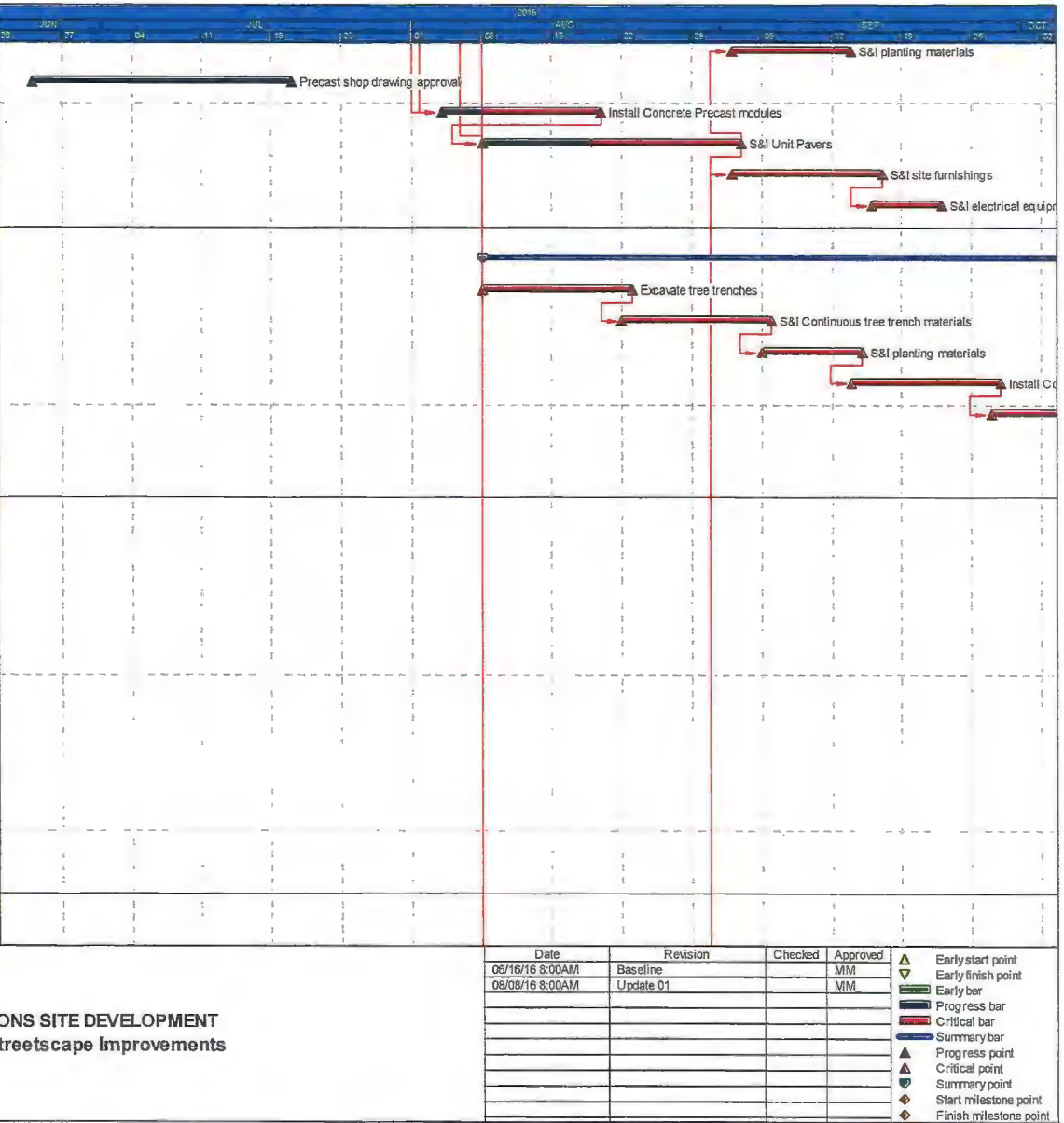
Roxton Rd. Parkette							
5	0039	Roxton Rd. Parkette	25*	10/12/16	11/16/16	08/31/16	10/05/16
5.1	0040	Concrete Removals	3	10/12/16	10/17/16	08/31/16	09/05/16
5.2	0041	Electrical underground	3	10/17/16	10/20/16	09/05/16	09/08/16
5.3	0042	Install curb	3	10/20/16	10/25/16	09/08/16	09/13/16
5.4	0043	Install concrete substrate slab	3	10/25/16	10/28/16	09/13/16	09/16/16
5.5	0044	Excavate tree trenches	3	10/17/16	10/20/16	09/05/16	09/08/16
5.6	0045	Construct brick gutter	3	11/02/16	11/07/16	09/21/16	09/26/16
5.7	0046	S&I Unit Pavers	3	10/28/16	11/02/16	09/16/16	09/21/16
5.8	0047	Blue room vertical finishes	3	11/02/16	11/07/16	09/21/16	09/26/16
5.9	0048	S&I planting materials	3	11/07/16	11/10/16	09/26/16	09/29/16
5.10	0049	S&I site furnishings	3	11/10/16	11/15/16	09/29/16	10/04/16
5.11	0050	S&I electrical equipment and fixtures	1	11/15/16	11/16/16	10/04/16	10/05/16

Ossington Parkettes							
6	0051	Ossington Parkettes	44*	10/17/16	12/16/16	09/05/16	11/04/16

Start date	06/27/16 3:00PM
Finish date	12/16/16 2:59PM
Date date	08/08/16 3:00PM
Run date	09/08/16 6:00PM
Page number	2A



**FOUR SEASONS SITE DEVELOPMENT**  
College St. Streetscape Improvements



Date	Revision	Checked	Approved
06/16/16 8:00AM	Baseline		MM
08/08/16 8:00AM	Update 01		MM

▲	Early start point
▼	Early finish point
■	Early bar
▬	Progress bar
▬	Critical bar
▬	Summary bar
▲	Progress point
▲	Critical point
▲	Summary point
◆	Start milestone point
◆	Finish milestone point



This is Exhibit "J" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

Operations: Occupational  
Division: Health and Safety

OHS Case ID: **03914KNXQ065**  
Field Visit no: **03914KNXQ066** Visit Date: **2016-AUG-05** Field Visit Type: **INITIAL**

Workplace Identification: **FOUR SEASONS SITE DEVELOPMENT LTD.** Notice ID:  
**PART VARIOUS LOCATIONS ON COLLEGE STREET, TORONTO, ON, 16wN1004985**  
**CANADA M6G 1B4**

Telephone: **(416) 525-9793** JHSC Status: **Not required** Work Force #: **15** Completed %:


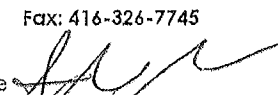
Persons Contacted: **L. SABBADIN, SITE SUPER, M. MARRONE, P. MANAGER, FOUR SEASONS SITE DEVELOPMENT LTD.; D. BAJIT, INSPECTOR, CITY OF TORONTO**  
Visit Purpose: **INVESTIGATION**  
Visit Location: **COLLEGE ST. NORTH SIDE, BETWEEN SHAW AND HAVELOCK ST.**  
Visit Summary: **ORDER ISSUED - SEE DETAILED NARRATIVE FOR ADDITIONAL INFORMATION. ACCOMPANIED BY MOL INSPECTOR K. WALDRON.**

**Detailed Narrative:**

A field visit was conducted to a curb/sidewalk/tree/pavement project at the above noted location. Electrical and forming contractors on site at the time of this visit.

The following was discussed with the workplace parties:

- public way protection, including sturdy fencing between the project areas and the public way. Discussed options available to Constructor to consider to achieve compliance.
- no work on any building or structure ongoing next to a public way as part of the scope of the project.
- recent locates for excavation areas
- overhead electrical, procedures, signage and operator orientations
- traffic control plan, which include City of Toronto specifications
- personal protective equipment, including hearing protection around vac truck

Recipient	Inspector Data	Worker Representative
Name: <u>Lorenzo Sabbadin</u>	ALLEN MENDOZA OCCUPATIONAL HEALTH & SAFETY INSPECTOR PROVINCIAL OFFENCES OFFICER 5001 Yonge St. Rm 1600 North York ON M7A 0A3 MOLComplianceCHSTorW@ontario.ca Tel: 647-777-5037 Fax: 416-326-7745	Name: <u>UNAVAILABLE @</u>
Title: <u>Site Supervisor</u>		Title: <u>TIME OF VISIT</u>
Signature: 	Signature: 	Signature: _____

You are required under the Occupational Health and Safety Act to post a copy of this report in a conspicuous place at the workplace and provide a copy to the health and safety representative or the joint health and safety committee if any. Failure to comply with an order, decision or requirement of an inspector is an offence under Section 66 of the Occupational Health and Safety Act. You have the right to appeal any order or decision within 30 days of the date of the order issued and to request suspension of the order or decision by filing your appeal and request in writing on the appropriate forms with the Ontario Labour Relations Board, 505 University Ave., 2nd Floor, Toronto, Ontario M5G 2P1. You may also contact the Board by phone at (416) 326-7500 or 1-877-339-3335 (toll free), mail or by website at <http://www.olrb.gov.on.ca/english/homepage.htm> for more information.

Operations Division Occupational Health and Safety

OHS Case ID: **03914KNXQ065**

Field Visit no: **03914KNXQ066**

Visit Date: **2016-AUG-05**

Field Visit Type: **INITIAL**

Workplace Identification **FOUR SEASONS SITE DEVELOPMENT LTD.**

Notice ID:

**PART VARIOUS LOCATIONS ON COLLEGE STREET, TORONTO, ON,  
CANADA M6G 1B4**

**16wN1004985**

*Order(s) /Requirement(s) Issued To:*

To:  
**FOUR SEASONS SITE DEVELOPMENT LTD.**

Org/Ind Role  
**Constructor**

Mailing Address:


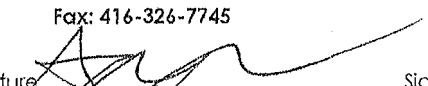
**5845 LUKE RD, UNIT 201, MISSISSAUGA, ON, CA L4W 2K5**

*Order(s) /Requirement(s) Description:*

*You are required to comply with the order(s) /requirement(s) by the dates listed below.*

No	Type Code	ActReg	Year	Sec.	Sub Sec.	Clause	Text of Order/Requirement	Comply by Date
1	Time	OHSA	1990				The Constructor shall ensure that if work on a project may endanger a person using a public way, a sturdy fence at least 1.8 metres in height is constructed between the public way and the project.	2016-AUG-12
03914KNXQ067		213	1991	65				

**At the time of this visit, an east/west public way exists between the project and commercial / residential properties along the north side of the excavated areas, between Shaw St. and Havelock St., and were protected by a combination of posts/snow fencing of approx 3' in height or traffic cones/caution tape.**

Recipient	Inspector Data	Worker Representative
Name _____	<b>ALLEN MENDOZA</b>	Name _____
Title _____	<b>OCCUPATIONAL HEALTH &amp; SAFETY INSPECTOR PROVINCIAL OFFENCES OFFICER 5001 Yonge St. Rm 1600 North York ON M7A 0A3 MOLComplianceCHSTorW@ontario.ca Tel: 647-777-5037 Fax: 416-326-7745</b>	Title _____
Signature 	Signature 	Signature _____

You are required under the Occupational Health and Safety Act to post a copy of this report in a conspicuous place at the workplace and provide a copy to the health and safety representative or the joint health and safety committee if any. Failure to comply with an order, decision or requirement of an inspector is an offence under Section 66 of the Occupational Health and Safety Act. You have the right to appeal any order or decision within 30 days of the date of the order issued and to request suspension of the order or decision by filing your appeal and request in writing on the appropriate forms with the Ontario Labour Relations Board, 505 University Ave., 2nd Floor, Toronto, Ontario M5G 2P1. You may also contact the Board by phone at (416) 326-7500 or 1-877-339-3335 (toll free), mail or by website at <http://www.olrb.gov.on.ca/english/homepage.htm> for more information.

Operations Occupational Health and Safety

Return To:  
ALLEN MENDOZA  
OCCUPATIONAL HEALTH & SAFETY INSPECTOR  
PROVINCIAL OFFENCES OFFICER  
5001 Yonge St. Rm 1600 North York ON M7A 0A3  
MOLComplianceCHSTorW@ontario.ca  
Tel: 647-777-5037  
Fax: 416-326-7745

OHS Case ID: **03914KNXQ065**  
Field Visit No: **03914KNXQ066**

Visit Date: ~~2016~~ **AUG-05**

Workplace Identification: **FOUR SEASONS SITE DEVELOPMENT LTD.  
PART VARIOUS LOCATIONS ON COLLEGE STREET, TORONTO, ON,  
CANADA M6G 1B4**

Notice ID:  
**16wN1004985**

**Take Notice**

Orders were issued under the authority of the Occupational Health and Safety Act or Regulations made there under. A notice of compliance shall be submitted to the Ministry of Labour within three days after the Constructor or Employer believes that compliance with the Order(s) / Requirement(s) have been

Order(s) / Requirement(s) Issued:

To: **FOUR SEASONS SITE DEVELOPMENT LTD.** Role: **Constructor**

Mailing Address:  
**5845 LUKE RD, UNIT 201, MISSISSAUGA, ON, CA L4W 2K5**

Order(s) / Requirement(s) Description:  
You are required to comply with the Order(s) / Requirement(s) by the Comply by Dates listed below.

No.	Type	Act/Reg	Year	Sec.	Sub Sec.	Clause	Compliance Details / Date	JHSC Worker Member / Worker Representative	Comply by Date:
1	Time	OHSA	1990					<input type="checkbox"/> Agree	2016-AUG-12
03914KNXQ067	213	1991	65					<input type="checkbox"/> Disagree	

(Signature)

Form completed by: \_\_\_\_\_

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

For / on behalf of \_\_\_\_\_

Signature:

Joint Health and Safety Committee Member representing workers or Worker Representative agrees or disagrees that compliance has been achieved with all the Order(s) as indicated above.

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

Signature:

You are required under the Occupational Health and Safety Act to post a copy of this report in a conspicuous place at the workplace and provide a copy to the health and safety representative or the joint health and safety committee if any. Failure to comply with an order, decision or requirement of an inspector is an offence under Section 66 of the Occupational Health and Safety Act. You have the right to appeal any order or decision within 30 days of the date of the order issued and to request suspension of the order or decision by filing your appeal and request in writing on the appropriate forms with the Ontario Labour Relations Board, 505 University Ave., 2nd Floor, Toronto, Ontario M5G 2P1. You may also contact the Board by phone at (416) 326-7500 or 1-877-339-3335 (toll free), mail or by website at <http://www.olrb.gov.on.ca/english/homepage.htm> for more information.

This is Exhibit "K" referred to in the Affidavit of ROHIT BANSAL  
sworn March ~~2017~~<sup>29</sup>, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

## Rohit Bansal

---

**From:** Mohammad Kashani <mkashan@toronto.ca>  
**Sent:** August-12-16 4:08 PM  
**To:** Danny Bajit; Shahid Virk; Marc Marrone; Rohit Bansal  
**Cc:** Sinead Canavan; Raffi Bedrosyan  
**Subject:** RE: College St. - ROW meeting with MOL minutes

Marc,

Could you please tell us what is your work plan for tomorrow (if you are working) also next week Monday and Tuesday - i.e. # to # and brief activity and potential disruptions?

Also as per your revised schedule the north side will be completed by Sep 2, 2016.

Thank you.

**Mohammad Kashani, M.E.Sc., P.Eng., PMP**  
Acting Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services  
City of Toronto  
Metro Hall, 16th Floor  
55 John Street  
Toronto, Ontario M5V 3C6  
P: 416.338.5372  
F: 416.392.6279  
E: [mkashan@toronto.ca](mailto:mkashan@toronto.ca)



**From:** Mohammad Kashani  
**Sent:** August-12-16 3:29 PM  
**To:** Danny Bajit; Shahid Virk; 'Marc Marrone'; Rohit Bansal  
**Cc:** Lorenzo Sabbadin; Chris Chechak; Nicole TMJ Stoker; Sinead Canavan  
**Subject:** RE: College St. - ROW meeting with MOL minutes


All,

The exact wording was that the contractor is to comply with the MOL order within the context of the contract which means during the moving operations such as excavation, grading and concrete works the access will be temporarily blocked with a high fence as oppose to previously controlled by TCP. It was mentioned that advance notices will be distributed to notify affected residents.

Thank you.

**Mohammad Kashani, M.E.Sc., P.Eng., PMP**  
Acting Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services  
City of Toronto  
Metro Hall, 16th Floor

55 John Street  
Toronto, Ontario M5V 3C6  
P: 416.338.5372  
F: 416.392.6279  
E: [mkashan@toronto.ca](mailto:mkashan@toronto.ca)

 TORONTO Engineering & Construction Services

**From:** Danny Bajit  
**Sent:** August-12-16 2:26 PM  
**To:** Shahid Virk; 'Marc Marrone'; Rohit Bansal  
**Cc:** Mohammad Kashani; Lorenzo Sabbadin; Chris Chechak; Nicole TMJ Stoker; Sinead Canavan  
**Subject:** Re: College St. - ROW meeting with MOL minutes

Hi Shahid,

I remember only about Marco asking MOL about closing stores while working in front and MOL replied that business disruption issue is not their realm so it's up to city to discuss this with contractor. I think we have discuss this matter further after MOL inspectors left but unsure how that discussion went on but I remembered Marco saying it is difficult to issue a 48 hour notice as Mohammad wants and Marco preferred a 24 hour notice instead. I do not remember discussing about notice to be sent out later in the day or the content of the notice. But nobody disagreed about sending out notices.

Regards,  
Danny Bajit  
Inspector Municipal Construction, Construction Inspection  
Engineering Support Services  
City of Toronto  
18 Dyas Road, 2nd Floor  
Toronto, Ontario M3B 1V5  
P: 416.436.8398  
F: 416.397.0900  
E: [dbajit@toronto.ca](mailto:dbajit@toronto.ca)

**From:** Shahid Virk  
**Sent:** Friday, August 12, 2016 1:58 PM  
**To:** 'Marc Marrone'; Rohit Bansal  
**Cc:** Mohammad Kashani; Lorenzo Sabbadin; Chris Chechak; Danny Bajit; Nicole TMJ Stoker; Sinead Canavan; Danny Bajit  
**Subject:** RE: College St. - ROW meeting with MOL minutes

Please see my [highlighted](#) comments to the minutes

Tahnk you

Shahid

**From:** Marc Marrone [<mailto:MMarrone@sitedevelopment.ca>]  
**Sent:** August-12-16 1:34 PM  
**To:** Shahid Virk; Rohit Bansal  
**Cc:** Mohammad Kashani; Lorenzo Sabbadin; Chris Chechak  
**Subject:** College St. - ROW meeting with MOL minutes  
**Importance:** High

Meeting minutes from August 11<sup>th</sup>, 2016.

Attendees:

M.Marrone 4S  
L.Sabbadin 4S  
C.Chechak 4S  
D.Bajit COT  
D.Gingras COT  
N.Stroker COT  
M. Kashani COT  
S.Virk COT  
A.Mednosa MOL  
M.Neundorf MOL

Purpose of the meeting was to discuss the order of compliance issued August 12<sup>th</sup>, 2016. The compliance order was for regulation 213/91 section 65 which highlights the need of a 1.8m fence between the public way and the work zone.

.A.Mendoza - began by explaining the contents of the order and clarified that no public can enter the work zone at any time. 1.8m fence must separate public way from work zone. Caution tape and barrels are not acceptable.

.M.Marrone - handed out a procedure to the MOL and COT explaining a possible go forward plan to maintain the safety around the perimeter of the work zone. The plan included closing doorways but maintaining emergency access during, as the work crosses the doorways.

.M.Marrone - asked COT if there were any further questions or issues with the plan or MOL order. No questions were brought up.

.At this point the gentlemen from MOL were excused from the meeting and FS and COT discussed a go forward approach. It was agreed that we would go forward as per the procedure submitted and notices to residence informing them that periodic closures of their doorways would take place. There were discussions on how much notice would be required and it was determined to attempt to provide 48hrs. however for today, issue notices asap to work tomorrow. I am not aware of any discussion regarding the shutting down of doors/access to the businesses, Danny and Mohammad can you please confirm.

Subsequent to the meeting:

.MOL A.Mendoza issued narrative that included the following:


"Draft document entitled 'Procedure for Public Protection'. Details included Constructor provisions for maintaining emergency access to residential/commercial properties within active work zones. Discussed requirements for public way protection which exists and is adjacent to a project.

.FS created the notice and handed it out to affected residents and businesses.

Regards,  
Marco



This is Exhibit "L" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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



## Procedure for Public Protection

1. Execute FSSD JHA for work performing, including flagman responsibilities and hazards, laborers responsibilities and hazards, operators responsibilities and hazards, spotters Responsibilities and hazards
2. Assess work location for overhead wires, make sure enough room for desired work (Machine, Truck, formwork, concrete placing, etc.),
3. Assess time frame needed to work in front of doorways to determine plan for access and egress ramp access (shops, rentals, etc.)
  - A) In the event that a ramp is to be removed due to the work activities, insure public safety and no public access will be permitted to public entering the work zone, which also includes access to business and store fronts. Residential units excluded.
  - B) If business or residence has back door then the front door will be closed for access and egress and be reinstated in emergency situation if needed. Emergency reinstatement. Emergency is defined as Life Safety in this case. Crew is required to ensure life safety measure are in place as described in section "C" below.
  - C) Upon closing off doorways, prefabricated ramp will be prepared to required length and placed on stand-by within reach of machinery or workers to move into place. Notification to the public will be given prior to commencement of work.
  - D) In the event of an emergency temporary ramp (described in section "C") will be placed in position to ensure life safety, so that the public will access/egress the building safely. 2 x (2" x 10" x 10') plank boards on a firm level surface and coordinated by a FSSD emergency response person.
4. Establish perimeter using 6' high fencing around work area for public safety, under regulation 213 section 65.
5. Once concrete placement is achieved. Public protection will be maintained at all access and egress points to residential and businesses to ensure public protection. Signage will be put in place to advise the public and workers associated with the "step down" of grade.



6. When maneuvering throughout work zone, flagman stop vehicular and pedestrian traffic as may be required, labors remove fence backup truck with spotter and also back machine if needed into work zone. Replace fence make safe for public
7. Go over locates for utilities with operator and ground staff copy of locate in machine and with foreman at all times
8. Public protection fencing will be monitored and maintained at all times to insure compliance with MOL regulation 213 section 65. A log will be kept by FSSD to ensure compliance.

This is Exhibit "M" referred to in the Affidavit of ROHIT BANSAL  
sworn March 28, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

Return To:  
**ALLEN MENDOZA**  
OCCUPATIONAL HEALTH & SAFETY INSPECTOR  
PROVINCIAL OFFENCES OFFICER  
5001 Yonge St. Rm 1600 North York ON M7A 0A3  
MOLComplianceCHSTorW@ontario.ca  
Tel: 647-777-5037  
Fax: 416-326-7745

Operation s Occupational Health and Safety

OHS Case ID: **03914KNXQ065**  
Field Visit No: **03914KNXQ066**

Visit Date: **2016-AUG-05**

Workplace Identification: **FOUR SEASONS SITE DEVELOPMENT LTD.  
PART VARIOUS LOCATIONS ON COLLEGE STREET, TORONTO, ON,  
CANADA M6G 1B4**

Notice ID: **16WN1004985**

**Take Notice**

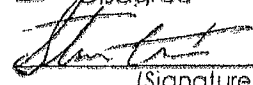
Orders were issued under the authority of the Occupational Health and Safety Act or Regulations made there under. A notice of compliance shall be submitted to the Ministry of Labour within three days after the Constructor or Employer believes that compliance with the Order(s) / Requirement(s) have been

Order(s) / Requirement(s) Issued:

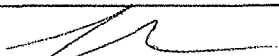
To: **FOUR SEASONS SITE DEVELOPMENT LTD.** Role: **Constructor**

Mailing Address: **5845 LUKE RD, UNIT 201, MISSISSAUGA, ON, CA L4W 2K5**

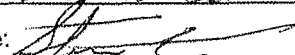
Order(s) / Requirement(s) Description: You are required to comply with the Order(s) / Requirement(s) by the Comply by Dates listed below.

No.	Type Code	Act/Reg	Year	Sec.	Sub Sec.	Clause	Compliance Details / Date	JHSC Worker Member / Comply by Worker/Representative	Date:
1	Time	OHS	1990				Completed. Aug. 12th / 16	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree	2016-AUG-12
03914KNXQ067	213	1991	65						(Signature)

*A few fence panels short, they will be arriving on Monday Morning @ 7am.*

Form completed by: Marco Marzone  
Title: Project Manager  
For / on behalf of: Lorenzo Sabbatini  
Signature: 

Joint Health and Safety Committee Member representing workers or Worker Representative agrees or disagrees that compliance has been achieved with all the Order(s) as indicated above.

Name: Steven Cote  
Signature: 

This is Exhibit "N" referred to in the Affidavit of ROHIT BANSAL  
sworn March .....<sup>29</sup>., 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

Operations Division Occupational Health and Safety

OHS Case ID: **03914KNXQ065**  
Field Visit no: **03914KPLS104** Visit Date: **2016-AUG-15** Field Visit Type: **CONTINUATION**

Workplace Identification: **FOUR SEASONS SITE DEVELOPMENT LTD.** Notice ID: **16wN1004985**  
**PART VARIOUS LOCATIONS ON COLLEGE STREET, TORONTO, ON.**  
**CANADA M6G 1B4**

Telephone: **(416) 525-9793** JHSC Status: **Not required** Work Force #: **15** Completed %:

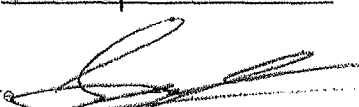
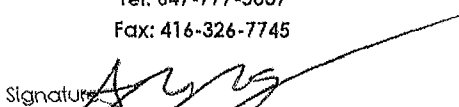
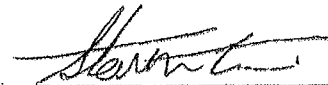
Persons Contacted: **L. SABBADIN, SITE SUPER, FOUR SEASONS SITE DEVELOPMENT LTD.**  
Visit Purpose: **INVESTIGATION**  
Visit Location: **COLLEGE ST. NORTH SIDE, BETWEEN SHAW AND HAVELOCK ST.**  
Visit Summary: **FOLLOW UP ON ORDER ISSUED ON AUG. 5, 2016- SEE DETAILED NARRATIVE FOR ADDITIONAL INFORMATION. ACCOMPANIED BY MOL INSPECTOR P. METE**

**Detailed Narrative:**

A follow up visit was conducted to a curb/sidewalk/tree/parkette project at the above noted location. Masonry, forming and excavation activities ongoing at time of this visit.

The following was observed at the time of this visit:

- public way protection along the north side excavated area. facing residential/commercial properties, erected in the form of 6' temporary fencing between Shaw St and Havelock St. Within active workzones comprised of forming activities. Constructor reported that procedures in place with ramp access provided to properties, with fencing re-erected when members of the public seek access/egress. Constructor noted that additional signage would be erected advising members of the public of the procedure, in addition to early notification of property owners of access disruptions. ORDER #1 COMPLIED WITH.
- Notice of Compliance received by this Inspector electronically Aug 12/16.

Recipient	Inspector Data	Worker Representative
Name: <u>Lorenzo Sabbadin</u>	ALLEN MENDOZA OCCUPATIONAL HEALTH & SAFETY INSPECTOR PROVINCIAL OFFENCES OFFICER 5001 Yonge St. Rm 1600 North York ON M7A 0A3 MOLComplianceCHSTorW@ontario.ca Tel: 647-777-5037 Fax: 416-326-7745	Name: <u>Steven Cote</u>
Title: <u>Site Supervisor.</u>		Title: <u>Steven Cote</u>
Signature: 	Signature: 	Signature: 

You are required under the Occupational Health and Safety Act to post a copy of this report in a conspicuous place at the workplace and provide a copy to the health and safety representative or the joint health and safety committee if any. Failure to comply with an order, decision or requirement of an inspector is an offence under Section 66 of the Occupational Health and Safety Act. You have the right to appeal any order or decision within 30 days of the date of the order issued and to request suspension of the order or decision by filing your appeal and request in writing on the appropriate forms with the Ontario Labour Relations Board, 505 University Ave., 2nd Floor, Toronto, Ontario M5G 2P1. You may also contact the Board by phone at (416) 326-7500 or 1-877-339-3335 (toll free), mail or by website at <http://www.oarb.gov.on.ca/english/homepage.htm> for more information.

This is Exhibit "O" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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



Engineering & Construction Services

**Metro Hall**  
55 John Street  
16<sup>th</sup> Floor  
Toronto, Ontario M5V 3C6

Reply to: Shahid Virk, P.Eng.  
Tel: 416-338-5542  
Fax: 416-392-5418  
Email: svirk@toronto.ca  
www.toronto.ca

August 18, 2016

Four Seasons Site Development Inc.  
42 Wentworth Court, Unit 1  
Brampton, Ontario  
L6T 5K6

**Re: Contract No. 16ECS-TI-11SP - Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street.**

Dear Mr. Bansal:

With regards to the above-noted project, a Field Visit Report (No. 03914KNXQ066) dated August 5, 2016 was provided to Four Seasons Site Development Limited by the Ministry of Labour (MOL). Subsequently on this Report, an Order related to Section 65 of Regulation 213/91 was issued to Four Seasons. As the "Constructor" of the project (as defined in the Occupational Health and Safety Act) it is the legal and contractual obligation of Four Seasons to comply at all times with the Occupational Health and Safety Act, it's applicable Regulations including such orders as noted. The City expects immediate compliance.

We are aware that, since the Order was issued, Four Seasons has been restricting pedestrian access to properties abutting the project site. This is not acceptable. Under the terms and conditions of the contract, your firm is responsible for providing safe pedestrian and vehicular access to all the properties adjoining the working area at all times during construction at no extra cost to the City (GC 7.07).

In accordance with GC 4.05.02, Four Seasons's failure to comply with the requirements of the Contract is sufficient ground to note that Four Seasons in default of contract. The City therefore hereby declares Four Seasons to be in default of the Contract in accordance with GC 4.06. Should Four Seasons fail to correct this default immediately to open accesses to properties while making the site safe by noon today as required by GC 4.07, the City will have no choice but to pursue a legal remedy which may include making a claim on Four Seasons's performance bond with The Sovereign General Insurance Company.

The City expects Four Seasons to provide for safe pedestrian and vehicular access to properties adjoining the work area without delay and to complete the work in accordance with its obligations under the Occupational Health and Safety Act, its applicable Regulations (including the Order) and its contractual obligations to the City. It is Four Seasons' responsibility to determine how the work may be done safely and in accordance with the Contract. Should you determine that to meet this obligation, this requires working outside typical construction hours, the City is willing to consider this, but will need to review a clear, concise and detailed written proposal from Four Seasons. Please note that under the terms of the Contract (Specific Condition 4.15) Four Seasons is responsible for any delay to the project arising out of a violation of occupational health and safety requirements by Four Seasons.

Yours truly,

A handwritten signature in blue ink, appearing to read 'MKashani'.

Mohammad Kashani, M.E.Sc., P.Eng., PMP  
Acting Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services  
City of Toronto  
416-338-5372

This is Exhibit "P" referred to in the Affidavit of ROHIT BANSAL  
sworn March ~~2017~~<sup>29</sup>, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

**HARVEY S. DORSEY**

**BARRISTER SOLICITOR**

*Professional Corporation*

77 King Street West  
Suite 2915, P.O. Box 344  
TD Centre North Tower  
Toronto, Ontario M5K 1K7

Telephone: (416) 861-1876  
Fax: (416) 861-1430  
E-Mail: [hsd@dorseylaw.ca](mailto:hsd@dorseylaw.ca)

August 23, 2016

Delivered by Email [svirk@toronto.ca](mailto:svirk@toronto.ca)

City of Toronto  
Engineering & Construction Services  
Metro Hall  
55 John Street, 16<sup>th</sup> Floor  
Toronto, ON M5V 3C6

Attention: Shahid Virk

Dear Mr. Virk:

Re: Contract No. 16ECS-TI-11SP College Street - Street Scape Improvements  
City of Toronto ("City") and Four Seasons Site Development Ltd. ("Four Seasons")

We act for the General Contractor, Four Seasons.

We have been requested to respond to Mr. Kashani's letter dated August 18, 2016 for which you are indicated as the reply contact for the City.

As stated, Four Seasons as is required by law has complied with the Order issued by the Ministry of Labour (the "MOL Order").

The only procedure to comply with the MOL Order has resulted, in restrictions to pedestrian access, to properties abutting the project site.

The restriction of pedestrian access has come about only and as a direct result of compliance with the MOL Order. Four Seasons has no other alternative, to comply with the MOL Order.

We are advised that it is impossible to comply with both the MOL Order and comply with GC7.07.

It is Four Seasons' position that as a result of the MOL Order, GC7.07 is an unenforceable term of the Contract and as a result thereof, there is no requirement to comply with same.

Therefore Four Seasons disputes the Declaration by the City of the alleged default of the Contract.

Four Seasons is desirous of reaching a resolution, to accommodate all of the interested parties. If the City has a suggested procedure that will permit compliance with both the MOL Order and GC7.07, that is workable and reasonable, Four Seasons is likely prepared to implement the procedure. On the other hand, if the City does not have a suggested procedure to permit compliance, Four Seasons suggests that a meeting be held with the representatives of the Ministry of Labour, the City and Four Seasons to determine if there can be a resolution.

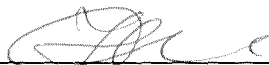
Yours very truly,  
HARVEY S. DORSEY BARRISTER SOLICITOR PROFESSIONAL CORPORATION

  
Per: Harvey S. Dorsey

HSD/md

cc: Rohit Bansal

This is Exhibit "Q" referred to in the Affidavit of ROHIT BANSAL  
sworn March 28, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

---

**From:** Rohit Bansal [rbansal@sitedevelopment.ca]  
**Sent:** Thursday, September 08, 2016 6:13 PM  
**To:** svirk@toronto.ca; mkashan@toronto.ca  
**Cc:** Marc Marrone; scanava@toronto.ca; fung@pmalarch.ca; anicaso@toronto.ca; tbanava@toronto.ca; rrunning@toronto.ca; akhan5@toronto.ca; dbajit@toronto.ca; rmajmud@toronto.ca; mmajor@toronto.ca; jgallipp@toronto.ca; saldour@toronto.ca; jpellegr@toronto.ca  
**Subject:** College Street, ECS16-TI-11SP - Unsafe and Hostile Working Conditions  
**Attachments:** Incident investigation report-Sep 7, 2016.pdf; 2012-01-03-00h08m32s\_motion.wmv; 2012-01-03-00h09m24s\_motion.wmv

**Importance:** High

Hi Shahid and Mohammad,

The purpose of this e-mail is to bring to notice the extremely hostile working environment at College Street and risk to worker safety from The City constituents.

We have had 2 incidents yesterday on the project. Your e-mails have highlighted one of them in a different light. Four Seasons takes all incidents seriously and investigates all matters of workplace violence and harassment including potential threats thereof. The investigation was conducted by our District Health and Safety Manager and his report is attached for your reference and records.

In the 1<sup>st</sup> incident, a City resident of the area, intentionally and in total disregard of workplace safety, forcibly entered the work zone and refused to heed to any warnings and caused damaged to the work and safety equipment thereby endangering the safety of the workers on site and putting themselves in potential harm's way. This belligerent behaviour was repeated a few minutes later to try and aggravate the workers and potentially record on camera to discredit the workers and the company.

In the 2<sup>nd</sup> incident, another City constituent, a BIA member and business owner was caught on camera placing nails under the workers' vehicle with the apparent intent of causing harm. The videos are enclosed as evidence of the situation.

Please note that all of our workers, in whatever capacity they may be connected to the project are extremely worried about the City Constituents from the potential for physical harm as well as any malfunction that may be caused to any of our equipment that may lead to other safety issues for the public and workers. Unless, suitably addressed immediately, it will cause work refusal and further MOL involvement, not to mention possible work shut down and further project delays.

Further, there have been different e-mails coming to Four Seasons with the suggestions that Four Seasons may not be working in accordance with the law. It will be very helpful if all constituents actually understood the implication of the MOL orders and scrutiny of this job site compared to all others in The City. Four Seasons has been co-operating be following the orders and the law and need other parties to co-operate.

Four Seasons requires The City as the "Owner" to provide us a safe work environment in order to perform our work while following MOL requirements. Please treat this matter as extremely Urgent and we will not have the ability to ask workers to work under such imminent threats as experienced by them yesterday.

Regards,  
Rohit Bansal  
Four Seasons Site Development Ltd



## INCIDENT INVESTIGATION REPORT

Date of Incident: September 7, 2016

Location : College Street

Project: 16-19

Time of Incident # 1: 10:00 A.M.

Time of incident #2: 2:30 P.M.

On September 8, 2016 an investigation was conducted at 960 College Street concerning two incidents that occurred on September 7, 2016. The first incident was a workplace violence issue between a resident and Four Seasons Site development Sub-Contractor (Sansar Construction). The second incident was a case of vandalism to workers vehicles by a restaurant owner who was placing nails under the tires of several vehicles.

### Incident#1:

Upon further investigation and interviews conducted with Lornezo Sabbadin FSSD Site supervisor, Marco Marone FSSD Project Manager, Stephen Porter Site Supervisor for Sansar Construction and Edwin Borges site Foreman for Sansar Construction the following information was provided:

- 1- Sansar workers were trying to maintain public protection as stipulated in Sec 65 Reg. 213/91 by informing the resident that he is not permitted to enter the construction zone due to the hazards associated with the work but offered a safe exit rout to his destination. This direction was communicated twice to the individual.
- 2- This direction was mandated by an order to comply issued by the Ministry of Labour on August 5, 2016 with Four Seasons Site Development. This order will remain in compliance at all times. And was agreed upon by all parties, the City of Toronto, FSSD and the Ministry of Labour on August 11, 2016.
- 3- After reviewing the signed statements by the foreman and supervisor of Sansar Construction and FSSD supervisors report it was apparent that the resident was belligerent and forceful towards the workers. Through the whole incident, the workers acted professional and cordial towards him. There were no findings that stated otherwise
- 4- It has also been communicated that the workers feel that their safety will be compromised and physical injury to them is possible if another similar incident may occurs.



Definitions:

Workplace Violence,

- 1- The exercise of physical force by a person against a worker, in the workplace, that causes or could cause physical injury to the worker.
- 2- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to a worker.
- 3- A statement of behavior that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in the workplace, that could cause physical injury to a worker.

This incident falls under the legislation of Workplace Violence (Sec. 32.0.1 Act Reg. 213/91) and will be considered serious. Four Seasons Site Development has an obligation under the Act Sec. 32.0.4 to take every reasonable precaution in the circumstance for the protection of the worker.

Under Four Seasons Workplace and violence Policy and Procedures there are measures to minimize the risk and for summoning immediate assistance when workplace violence occurs.

Recommendations:

It was decided that in the event of a similar incident all workers have been instructed to not engage in any conversations with the individual, leave the work area to a safe area, inform their immediate supervisor, notify FSSD Management and supervision. If the situation escalates, call the legal authorities.

Incident#2

On the Same day it was reported that a restaurant owner was putting nails under the tires of several worker vehicles. This was documented through a video camera on one of the vehicles. This is a clear case of vandalism.

Recommendations:

Any further incidences of this nature that may have compromised worker Safety will be reported immediately to the local authorities.

Conclusion:

It is the opinion of Four Seasons Site Development Safety Division that these incidents are very serious and must be dealt with by all parties involved in the project. It is the obligation of owners and employers under the legislation to ensure the public and workers are protected.

Chris Chechak  
District Safety Manager  
Four Seasons Site Development

This is Exhibit "R" referred to in the Affidavit of ROHIT BANSAL  
sworn March ...27.., 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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



Tel: (416) 338-5542  
Fax: (416) 392-3300  
e-mail: svirk@toronto.ca

### Change Directive Extra Work or Change in the Work

**Contractor:** Four Seasons Site Development

**Change Directive No.:** 17

**Project:** Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street.

**Contract No.:** 16ECS-TI-11SP

**File No.:** CED084 - 49

**Location:** College Street

**Date (yyyy/mm/dd):** August 30, 2016

Pursuant to General Conditions of Contract GC 3.11, you are hereby ordered to carry out the "Change(s)" described below.

Change(s) related solely to quantities will be paid according to GC8.01.02 – Variations in Tender Quantities. Payment for Change(s) not related solely to quantities may be on a Time and Material Basis according to GC8.02.04 or as specified in the Change Order issued in this connection.

Description of "Change(s)"
The contractor shall proceed with removal of soil contaminated with hydro carbons spill due to an old existing abandoned pipe at 820 College Street. The work shall be performed through a sub-contractor licenced to perform this work.
Payment: Cost Plus

#### References

City's/Consultant's RFQ No. and date: NA

#### Approval/Authorization

Senior Project Manager

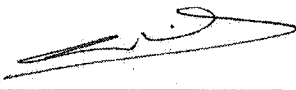
Contractor Manager


Contractor

Shahid Virk  
Print Name

Mohammad Kashani  
Print Name

Marco Marrone  
Print Name

  
Signature

  
Signature

  
Signature

Distribution: Contractor, Contract Administrator, Project Lead, Contract Supervisor, Inspector, File

This is Exhibit "S" referred to in the Affidavit of ROHIT BANSAL  
sworn March 27, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

## Chris Chechak

---

**From:** Rohit Bansal  
**Sent:** September-09-16 4:34 PM  
**To:** Chris Chechak  
**Subject:** FW: Hydrocarbon Contamination at 820 College Street

**Importance:** High

---

**From:** Rohit Bansal  
**Sent:** September-09-16 4:34 PM  
**To:** 'Shahid Virk' <svirk@toronto.ca>; Lorenzo Sabbadin <lsabbadin@sitedevelopment.ca>; Marc Marrone <mmarrone@sitedevelopment.ca>  
**Cc:** Mohammad Kashani <mkashan@toronto.ca>; Danny Bajit <dbajit@toronto.ca>; Mike Major <mmajor@toronto.ca>; Antonella Nicaso <anicaso@toronto.ca>; 'Elizabeth Christiansen' <Elizabeth@pmalarch.ca>; 'Fung Lee' <fung@pmalarch.ca>; Cheryl Zammit <czammit@sitedevelopment.ca>; Graham J Rempe <GRempe@toronto.ca>; Harvey Dorsey <hsd@dorseylaw.ca>  
**Subject:** RE: Hydrocarbon Contamination at 820 College Street  
**Importance:** High

Hi Shahid,

Your response to Lorenzo's response is very disturbing including an "anticipatory breach" of contract by The City through threat of non-payment.

The City provided a CD 17 to have a licenced sub-contractor perform the work. Four Seasons acted accordingly to have the appropriate party attend to site on Tuesday. When Lorenzo asked The City about presence of potentially contaminated material adjacent to the road, *The City provided direction on-site to STOP work*. The City went on to engage Amec as third party consultant and Lorenzo merely reiterated the on-site comments provided by City's Consultant. Obviously, City has received a report from Amec and is comfortable in providing further direction. The City is unable to provide Four Seasons a copy of this report.

Four Seasons was forced to contact MOE this afternoon. Our Safety Manager talked to Sarah Proud, District Supervisor at MOE. She has confirmed that Four Seasons action to stand-down is correct. She has contacted The City of Toronto with reference number 4243377 with City's 311 awaiting City's response.

Four Seasons has acted responsibly throughout the whole situation at great cost to Four Seasons. The City has continued to delay the project for reasons unknown except with the explicit intent to prevent Four Seasons from performing this contract. This is causing significant delays and costs to Four Seasons, for which Four Seasons will be submitting a claim to The City. The City has been very well aware of the work completed under the CD and its direction to stop the work.

Four Seasons did not delay anything. The City is continuing to delay the work and continues to encourage the contractor to work in contravention of the laws in place. The City need to prove its good faith in issuing the e-mails that it issued at 3:35p.m. today. Please arrange a meeting with both sides having legal representation present to ensure City will not breach the contract and will act in good faith to the contractor just as contractor has continued to work in good faith with The City. In the meantime, if you still want us to backfill areas with contamination present, please confirm and we will take appropriate direction.

Regards,  
Rohit Bansal

**From:** Shahid Virk [<mailto:svirk@toronto.ca>]  
**Sent:** September-09-16 3:35 PM  
**To:** Lorenzo Sabbadin <[lsabbadin@sitedevelopment.ca](mailto:lsabbadin@sitedevelopment.ca)>; Marc Marrone <[mmarrone@sitedevelopment.ca](mailto:mmarrone@sitedevelopment.ca)>  
**Cc:** Rohit Bansal <[rbansal@sitedevelopment.ca](mailto:rbansal@sitedevelopment.ca)>; Mohammad Kashani <[mkashan@toronto.ca](mailto:mkashan@toronto.ca)>; Danny Bajit <[dbajit@toronto.ca](mailto:dbajit@toronto.ca)>; Mike Major <[mmajor@toronto.ca](mailto:mmajor@toronto.ca)>; Antonella Nicaso <[anicaso@toronto.ca](mailto:anicaso@toronto.ca)>; 'Elizabeth Christiansen' <[Elizabeth@pmalarch.ca](mailto:Elizabeth@pmalarch.ca)>; 'Fung Lee' <[fung@pmalarch.ca](mailto:fung@pmalarch.ca)>; Cheryl Zammit <[czammit@sitedevelopment.ca](mailto:czammit@sitedevelopment.ca)>; Graham J Rempe <[GRempe@toronto.ca](mailto:GRempe@toronto.ca)>  
**Subject:** Hydrocarbon Contamination at 820 College Street  
**Importance:** High

Lorenzo,

I have sent you written directions to proceed with the backfill and delete the tree at this location, can you provide me a proof of your conversation with AMEC, which indicates that AMEC informed you that there is still contaminated soil in the excavated area. You have wasted too much time and are delaying the already delayed construction on College Street, the reasons of which are better known to yourself. You have also not answered my question that under what Authority and/or MOE regulation are you demanding the City to provide you a certificate before you can proceed with the backfill of the excavated area.

Also the City will like to know if are you the expert in such contamination or are you licenced to comment on this situation and advise for further removal and/or if you have sampled and tested the material in this pit. Please provide me with the evidence which supports your claim that further removal is required. You were issued a change directive which clearly indicated that the contaminated soil within the excavated area shall be removed by a licenced subcontractor and the City shall make the payment for this extra work. If you have not successfully removed all the contamination as per the change directive, it is now your responsibility to immediately resolve this issue as per the applicable rules and regulations and backfill the open area. The City shall make no further payments for any work which was not completed due to your negligence.

Further "if" it is proved that you have not satisfactorily completed the work as directed, the City will not pay for the incomplete work performed under the related change directive. As the general contractor it is/was your responsibility to ensure that the work was completed satisfactorily and no contamination was left behind within the excavated area. If you have failed to remove the contaminated soil as directed you shall be held responsible for all the consequences related to this work. Please note that this shall be considered as gross negligence at your part and all costs associated with this work including the costs of any delays shall be recovered from the upcoming payments.

Further as informed earlier that the all schedule(s) submitted by Four Seasons so far are not acceptable and an updated schedule shall be submitted by the end of today. The updated schedule should indicate the completion on College Street proper (including at south side) by no later than September 2016. Failing to submit the schedule will result in delay of your payment as per the contract clause attached. Further the City shall be implementing the liquidated damages as per the contract for any delays on this project. Please also note that if there are any costs incurred due to the delay in Streetcar resumption shall also be charged to Four Seasons.

Thank you

**Shahid Virk, M.Sc., P.Eng.**  
Senior Project Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services

City of Toronto  
Metro Hall, 16th Floor  
55 John Street  
Toronto, Ontario M5V 3C6  
P: 416.338.5542  
F: 416.392.6279  
E: [svirk@toronto.ca](mailto:svirk@toronto.ca)

**From:** Lorenzo Sabbadin [<mailto:lsabbadin@sitedevelopment.ca>]  
**Sent:** September-09-16 2:01 PM  
**To:** Shahid Virk; Marc Marrone  
**Cc:** Rohit Bansal; Mohammad Kashani; Danny Bajit; Mike Major; Antonella Nicaso; 'Elizabeth Christiansen'; 'Fung Lee'; Cheryl Zammit  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7

Shahid

We are always cooperating with the City, As for the Hydrocarbon spill, you are aware that on Tuesday when we had the Vac truck working on removing the hydrocarbon from the tree pit at 820 College under the CD 17. We Vac out to the edge of the road as directed, then I proceeded to call Danny who was in your weekly meeting along with yourself and asked Danny how do you want us to proceed, there was still a sheen and strong odor of diesel within the excavated pit. Lucas can contest to that as a witness. I was verbally directed then to stop by Danny after consulting yourself, which I did cooperatively with the direction given. Then the city sent an email right away, to have Amec come out to site and do an assessment. The next day Amec came to site to inspect the excavation. Amec's onsite comments were as follows: there is definitely a strong odor of diesel, and there was a definite sheen on the surface of the soil. Amec also said you can't really tell how much or how far the Hydrocarbon spill goes. Further investigations would also be required. He said that he was sending his report to the city as well as his recommendation, which we have not seen and should have a copy for our files.

Shahid as for the MOE, anytime you find a spill of any chemical private or public property, they should be notified by the owner. If City of Toronto is choosing to backfill the hole knowing that there is a strong smell of hydrocarbons and a definite sheen on the soil, this is the City's choice. As the owner of the property, it is also their choice not to call the MOE and report the spill, just recognise the soil is still in the ground and direct us accordingly followed by Amec's report.

Shahid please issue a CD to dispose of the hydrocarbon and sheened water which has accumulated in the trench so we can dispose of the water properly. Also please acquire a disposal number from Janice Green.

Regards

**Lorenzo Sabbadin**

Site Supervisor

**Four Seasons Site Development**

42 Wentworth Ct Unit #1

Brampton, ON

L6T 5K6

Phone: 416 525-9793

Cell: 416-525-9793

Fax: 905 670 9589

Email: [lsabbadin@sitedevelopment.ca](mailto:lsabbadin@sitedevelopment.ca)



**From:** Shahid Virk [<mailto:svirk@toronto.ca>]

**Sent:** September-09-16 12:28 PM

**To:** Lorenzo Sabbadin <[lsabbadin@sitedevelopment.ca](mailto:lsabbadin@sitedevelopment.ca)>; Marc Marrone <[mmarrone@sitedevelopment.ca](mailto:mmarrone@sitedevelopment.ca)>

**Cc:** Rohit Bansal <[rbansal@sitedevelopment.ca](mailto:rbansal@sitedevelopment.ca)>; Mohammad Kashani <[mkashan@toronto.ca](mailto:mkashan@toronto.ca)>; Danny Bajit <[dbajit@toronto.ca](mailto:dbajit@toronto.ca)>; Mike Major <[mmajor@toronto.ca](mailto:mmajor@toronto.ca)>; Antonella Nicaso <[anicaso@toronto.ca](mailto:anicaso@toronto.ca)>; 'Elizabeth Christiansen' <[Elizabeth@pmaalarch.ca](mailto:Elizabeth@pmaalarch.ca)>; 'Fung Lee' <[fung@pmaalarch.ca](mailto:fung@pmaalarch.ca)>

**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7

Marco/Lorenzo,

It is unfortunate that noncooperation at part of Four Seasons is causing further delays to a contract which is already delayed due to your noncooperation. The contamination within our work zone was removed by your subcontractor under a change directive. I have consulted the appropriate City authorities prior to making this decision.

Can I please know that under what authority or MOE regulation are you asking me to provide a certificate to Four Seasons, please explain. Please also note that the City shall be applying Liquidated damages for all the delays on this contract.

Thank you

**Shahid Virk, M.Sc., P.Eng.**

Senior Project Manager, Streetcar Way & Special Projects

Design & Construction Transportation Infrastructure

Engineering & Construction Services

City of Toronto

Metro Hall, 16th Floor

55 John Street

Toronto, Ontario M5V 3C6

P: 416.338.5542

F: 416.392.6279

E: [svirk@toronto.ca](mailto:svirk@toronto.ca)

**From:** Lorenzo Sabbadin [<mailto:lsabbadin@sitedevelopment.ca>]

**Sent:** September-09-16 10:24 AM

**To:** Shahid Virk; Marc Marrone

**Cc:** Rohit Bansal; Mohammad Kashani; Danny Bajit; Mike Major; Antonella Nicaso; 'Elizabeth Christiansen'; 'Fung Lee'

**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7



Shahid

Has Spills Action been contacted if so please provide proof of documentation or a letter from an acceptable consultant as per MOE, once the documentation has been received we will proceed.

Regards

**From:** Shahid Virk [<mailto:svirk@toronto.ca>]  
**Sent:** September-09-16 9:49 AM  
**To:** Marc Marrone <[mmarrone@sitedevelopment.ca](mailto:mmarrone@sitedevelopment.ca)>; Lorenzo Sabbadin <[lsabbadin@sitedevelopment.ca](mailto:lsabbadin@sitedevelopment.ca)>  
**Cc:** Rohit Bansal <[rbansal@sitedevelopment.ca](mailto:rbansal@sitedevelopment.ca)>; Mohammad Kashani <[mkashan@toronto.ca](mailto:mkashan@toronto.ca)>; Danny Bajit <[dbajit@toronto.ca](mailto:dbajit@toronto.ca)>; Mike Major <[mmajor@toronto.ca](mailto:mmajor@toronto.ca)>; Antonella Nicaso <[anicaso@toronto.ca](mailto:anicaso@toronto.ca)>; 'Elizabeth Christiansen' <[Elizabeth@pmaalarch.ca](mailto:Elizabeth@pmaalarch.ca)>; 'Fung Lee' <[fung@pmaalarch.ca](mailto:fung@pmaalarch.ca)>  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7  
**Importance:** High

Marco,

Please proceed with backfilling the open area at 820 College Street and delete the tree pit at that location. This will allow you to start the south side from the east end

Thank you

Shahid

**From:** Shahid Virk  
**Sent:** September-08-16 7:27 PM  
**To:** 'Marc Marrone'; Lorenzo Sabbadin  
**Cc:** Rohit Bansal; Mohammad Kashani; Danny Bajit; Mike Major; Antonella Nicaso  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7  
**Importance:** High

Thank you Marco,

Can you kindly provide me the details that why you cannot cordon off the area at these two locations. Can we meet at site tomorrow and discuss what can be done to resolve this issue and proceed with the work, as far as I am concerned I don't see major issue to isolate this area and continue with work at the south side.

Regards

Shahid

**From:** Marc Marrone [<mailto:mmarrone@sitedevelopment.ca>]  
**Sent:** September-08-16 5:15 PM  
**To:** Shahid Virk; Lorenzo Sabbadin  
**Cc:** Rohit Bansal; Mohammad Kashani; Danny Bajit  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7  
**Importance:** High

Shahid,

After reviewing the site today, we can only work between 833 and 877 on the south side. This is from Ossington coming east to Delaware. The total chainage is 160LM. To complete the work in such a fashion will require many mobilizations and quite the coordination. As a quick estimate, I would assume the additional cost (budget only) to complete the work in such manner would be in the range of 200 – 300k. this will also severally impact the completion of College St. work. The alternate solution is to wait until both tank issues are remediated and then come back in to complete the south side. This will also have time and cost impacts to the project.

If we are to work with the first option (which means you are on board with the budget cost and traffic is good with a median crossover within 10m of an intersection), I can prepare an accurate quote and traffic plan for you. Once we have the approval, we would proceed with traffic switchover.

Regards,  
Marco

---

**From:** Shahid Virk [mailto:svirk@toronto.ca]  
**Sent:** September-07-16 6:58 PM  
**To:** Marc Marrone <mmarrone@sitedevelopment.ca>; Lorenzo Sabbadin <lsabbadin@sitedevelopment.ca>  
**Cc:** Rohit Bansal <rbansal@sitedevelopment.ca>; Mohammad Kashani <mkashan@toronto.ca>; Danny Bajit <dbajit@toronto.ca>  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7

Marco,

Considering the urgency of completing the work at College Street, please provide the requested proposal ASAP

Thank you

Shahid

---

**From:** Shahid Virk  
**Sent:** September-07-16 10:11 AM  
**To:** 'Marc Marrone'; Lorenzo Sabbadin  
**Cc:** Rohit Bansal; Mohammad Kashani; Danny Bajit  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7  
**Importance:** High

Thank you Marco,

Please provide a proposal that how Four Seasons can cordon off/secure the area of oil tank in question and proceed with work on south side.

Thank you

**Shahid Virk, M.Sc., P.Eng.**  
Senior Project Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services  
City of Toronto  
Metro Hall, 16th Floor  
55 John Street  
Toronto, Ontario M5V 3C6

P: 416.338.5542  
F: 416.392.6279  
E: [svirk@toronto.ca](mailto:svirk@toronto.ca)

---

**From:** Marc Marrone [<mailto:mmarrone@sitedevelopment.ca>]  
**Sent:** September-07-16 8:50 AM  
**To:** Shahid Virk; Marc Marrone; Mohammad Kashani; Danny Bajit; Lorenzo Sabbadin  
**Cc:** Rohit Bansal  
**Subject:** Re: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7

Shahid,

The protected area encroaches the north curb lane, therefore we will not be able to place vehicular traffic there until it is remediated.

Regards,  
Marco

Sent from my BlackBerry 10 smartphone on the Bell network.

---

**From:** Shahid Virk  
**Sent:** Tuesday, September 6, 2016 6:38 PM  
**To:** Marc Marrone; Sinead Canavan; Fung Lee; Mohammad Kashani; Antonella Nicaso; Tyrone Banavage; Robert Runnings; Ann Khan; Danny Bajit; Elizabeth Christiansen; 'Diego.Sinagoga@ttc.ca ([Diego.Sinagoga@ttc.ca](mailto:Diego.Sinagoga@ttc.ca))'; 'Emily.Assuncao@ttc.ca'; george.ortins; Rohan Majmudar; Mike Major; Joe Gallippi; Sarmad Al-Douri; Cheryl Zammit; Bin Kenter Zhang; Joe Pellegrini; Dan Smit; [Darrin.Brown@ttc.ca](mailto:Darrin.Brown@ttc.ca) ([Darrin.Brown@ttc.ca](mailto:Darrin.Brown@ttc.ca)); Andre Filippetti  
**Subject:** RE: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7

Thank you Marco,

Please cordon off the area of the diesel tank in compliance with the safety requirements and move forward. The work shall not be stopped due to the issue at this location. Please let me know if you have any concerns or you require any clarification.

Thank you

**Shahid Virk, M.Sc., P.Eng.**  
Senior Project Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services  
City of Toronto  
Metro Hall, 16th Floor  
55 John Street  
Toronto, Ontario M5V 3C6  
P: 416.338.5542  
F: 416.392.6279  
E: [svirk@toronto.ca](mailto:svirk@toronto.ca)

---

**From:** Marc Marrone [<mailto:mmarrone@sitedevelopment.ca>]  
**Sent:** September-06-16 2:01 PM

**To:** Shahid Virk; Sinead Canavan; Fung Lee; Mohammad Kashani; Antonella Nicaso; Tyrone Banavage; Robert Runnings; Ann Khan; Danny Bajit; Elizabeth Christiansen; '[Diego.Sinagoga@ttc.ca](mailto:Diego.Sinagoga@ttc.ca) ([Diego.Sinagoga@ttc.ca](mailto:Diego.Sinagoga@ttc.ca))'; '[Emily.Assuncao@ttc.ca](mailto:Emily.Assuncao@ttc.ca)'; george.ortins; Rohan Majmudar; Mike Major; Joe Gallippi; Sarmad Al-Douri; Cheryl Zammit; Bin Kenter Zhang; Joe Pellegrini; Dan Smit; '[Darrin.Brown@ttc.ca](mailto:Darrin.Brown@ttc.ca) ([Darrin.Brown@ttc.ca](mailto:Darrin.Brown@ttc.ca))'; Andre Filippetti  
**Subject:** Re: College Street, ECS16-TI-11SP, Minutes of the Progress Review Meeting No. 7

Shahid,

Further to the minutes, we have the following comment:

Item 4.1 (note 2) please add, "diesel tank at 952 is the area that poses a safety concern and once rectified and remediated, we will review go forward traffic plan"

Thanks,  
Marco

Sent from Surface

**From:** [Shahid Virk](#)

**Sent:** Monday, September 05, 2016 4:38 PM

**To:** [Sinead Canavan](#), [Fung Lee](#), [Mohammad Kashani](#), [Marco Marrone](#), [Antonella Nicaso](#), [Tyrone Banavage](#), [Robert Runnings](#), [Ann Khan](#), [Danny College street City of toronto](#), [Elizabeth Christiansen](#), '[Diego.Sinagoga@ttc.ca](mailto:Diego.Sinagoga@ttc.ca) ([Diego.Sinagoga@ttc.ca](mailto:Diego.Sinagoga@ttc.ca))', '[Emily.Assuncao@ttc.ca](mailto:Emily.Assuncao@ttc.ca)', [george.ortins](#), [Rohan Majmudar](#), [Mike Major](#), [Joe Gallippi](#), [Sarmad Al-Douri](#), [Cheryl Zammit](#), [Bin Kenter Zhang](#), [Joe Pellegrini](#), [Joe Gallippi](#), [Dan Smit](#), [Darrin.Brown@ttc.ca](mailto:Darrin.Brown@ttc.ca) ([Darrin.Brown@ttc.ca](mailto:Darrin.Brown@ttc.ca)), [Andre Filippetti](#)

Please see attached

Regards

Shahid

**Shahid Virk, M.Sc., P.Eng.**

Senior Project Manager, Streetcar Way & Special Projects

Design & Construction Transportation Infrastructure

Engineering & Construction Services

City of Toronto

Metro Hall, 16th Floor

55 John Street

Toronto, Ontario M5V 3C6

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E: [svirk@toronto.ca](mailto:svirk@toronto.ca)

This is Exhibit "T" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

---

**From:** Lorenzo Sabbadin  
**Sent:** September-14-16 1:58 PM  
**To:** Shahid Virk; Danny Bajit  
**Cc:** Marc Marrone; Chris Chechak; Cheryl Zammit  
**Subject:** College Street Ossington Parkette Diesel Found

Shahid / Danny

At 1:30 pm Black and Mac was installing duct work for the west Parkette on Ossington when they came across a strong Diesel odor from the soil, then they proceeded to contact me. In turn at 1:32 pm I contacted Danny and informed him of the situation. At 1:35 pm Danny contacted Justin from Amec who was already onsite investigating the Diesel tank at 952 College. Justin came to Ossington and his comments were as follows.

“ there seems to be a smell in the soil “ he then proceeded to take some samples and said “ he will have to talk to the City on how they would like to proceed.

Shahid Black and Mac are on standby until we are further Directed.

Awaiting direction

## **Lorenzo Sabbadin**

Site Supervisor

### **Four Seasons Site Development**

42 Wentworth Ct Unit #1

Brampton, ON

L6T 5K6

Phone: 416 525-9793


Cell: 416-525-9793

Fax: 905 670 9589

Email: [lsabbadin@sitedevelopment.ca](mailto:lsabbadin@sitedevelopment.ca)



This is Exhibit "U" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

Engineering & Construction Services

**Metro Hall**  
55 John Street  
16<sup>th</sup> Floor  
Toronto, Ontario M5V 3C6

Reply to: Shahid Virk, P.Eng.  
Tel: 416-338-5542  
Fax: 416-392-5418  
Email: [svirk@toronto.ca](mailto:svirk@toronto.ca)  
[www.toronto.ca](http://www.toronto.ca)

September 15, 2016

**SENT BY EMAIL**

Four Seasons Site Development Inc.  
42 Wentworth Court, Unit 1  
Brampton, Ontario  
L6T 5K6

**Attention: Rohit Bansal**

**Re: Contract No. 16ECS-TI-11SP - Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street (the "Contract") – ORDER FOR SUSPENSION OF WORK PURSUANT TO CLAUSE 3.01.15(C)**

Dear Mr. Bansal:

It has come to our attention that contrary to the requirements of the Contract schedule, your forces appear to be engaged in preliminary activities to initiate work on the south side of College Street despite the fact that work has yet to be completed on the north side of College Street. This situation cannot be permitted to occur as it will unacceptably restrict traffic flow on College Street. As you know, the traffic management plan you have submitted has therefore been rejected as it shows work on both sides of the street and an unacceptable reduction of passable space on College Street so as to effectively reduce it to one-way passage only. Under the terms of the Contract, no Work can commence without City approval of an acceptable traffic management plan.

You are hereby directed to immediately suspend any Work proposed or underway on the south side of College Street until such time as this non-compliance is remedied by the completion of the current Work on the north side in accordance with the Contract requirements. Given the circumstances requiring the issuance of this order, you will not be entitled to compensation for suspension of this additional Work. To be clear, this direction does not relate to the ongoing Work on the north side, which you are required to complete as per the Contract.

The City reserves the right to pursue any other rights and remedies available to it, whether under the terms of Contract or otherwise at law, including the exercise of the City's remedies under GC 4.0 in respect of this or any other default under the Contract.



Thank you for your attention.

Yours truly,



Mohammad Kashani, M.E.Sc., P.Eng., PMP  
Acting Manager, Streetcar Way & Special Projects  
Design & Construction Transportation Infrastructure  
Engineering & Construction Services  
City of Toronto  
416-338-5372

CC: Frank Clarizio, P.Eng., Director, Design & Construction Transportation Infrastructure  
Shahid Virk, Senior Project Manager  
Mike Major, Manager, Business Improvement Areas  
AVIVA Insurance Company of Canada

This is Exhibit "V" referred to in the Affidavit of ROHIT BANSAL  
sworn March 29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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

## Rohit Bansal

---

**From:** Marc Marrone  
**Sent:** September-23-16 4:20 PM  
**To:** Shahid Virk  
**Cc:** Rohit Bansal  
**Subject:** College St - delay notice intent to claim

Shahid,

As you are aware and as discussed in the meeting this past Tuesday, Four Seasons completed all the paver work available to us on the north side of College st. and was ready to switchover to the south side as per the original traffic plan, which was accepted by Mr. Bob Runnings at the onset of the project. This plan was not able to be put into effect, due to the fact that there are areas that are not completed, due to the discovery of the unknown diesel/oil tasks and/or remnants. We have in an attempt to keep the project moving, forwarded 2 other traffic plans, in accordance with Book 7 and both have since be rejected by the City.

Most of the resources have now had to demobilize from site and certain staff are out of work, as they were allocated to the College St. project until completion. Please note that there are significant cost impacts and schedule delays that are being incurred, and this may be detrimental to the project schedule and budget, keeping in mind that we will soon be into winter conditions, which will also add to the total cost impact. At this point, we are working on whatever works are available in parkettes. We are otherwise awaiting your direction with remediation plan for the tanks/oils remnant areas and a plan to execute the balance of the project.

**Please use this email as an official intent to claim. We will forward the actual claim, once total costs are realized.**

Regards,

*Marco Marrone*

**Four Seasons Site Development**

42 Wentworth Ct Unit #1

Brampton, ON

L6T 5K6

Direct: 416 525-7099

Office: 905 789-0111

Email: mmarrone@sitedevelopment.ca



This is Exhibit "W" referred to in the Affidavit of ROHIT BANSAL  
sworn March ...~~2017~~, 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

## Rohit Bansal

---

**From:** Shahid Virk <svirk@toronto.ca>  
**Sent:** September-28-16 12:32 PM  
**To:** Marc Marrone  
**Cc:** Rohit Bansal; Mohammad Kashani  
**Subject:** RE: College St. - Sched update 04 - Sept 26 16  
**Attachments:** COLLEGE ST update 04.pdf

Marco,

The schedule update (attached) is not in compliance with the contract and therefore is not acceptable to the City.

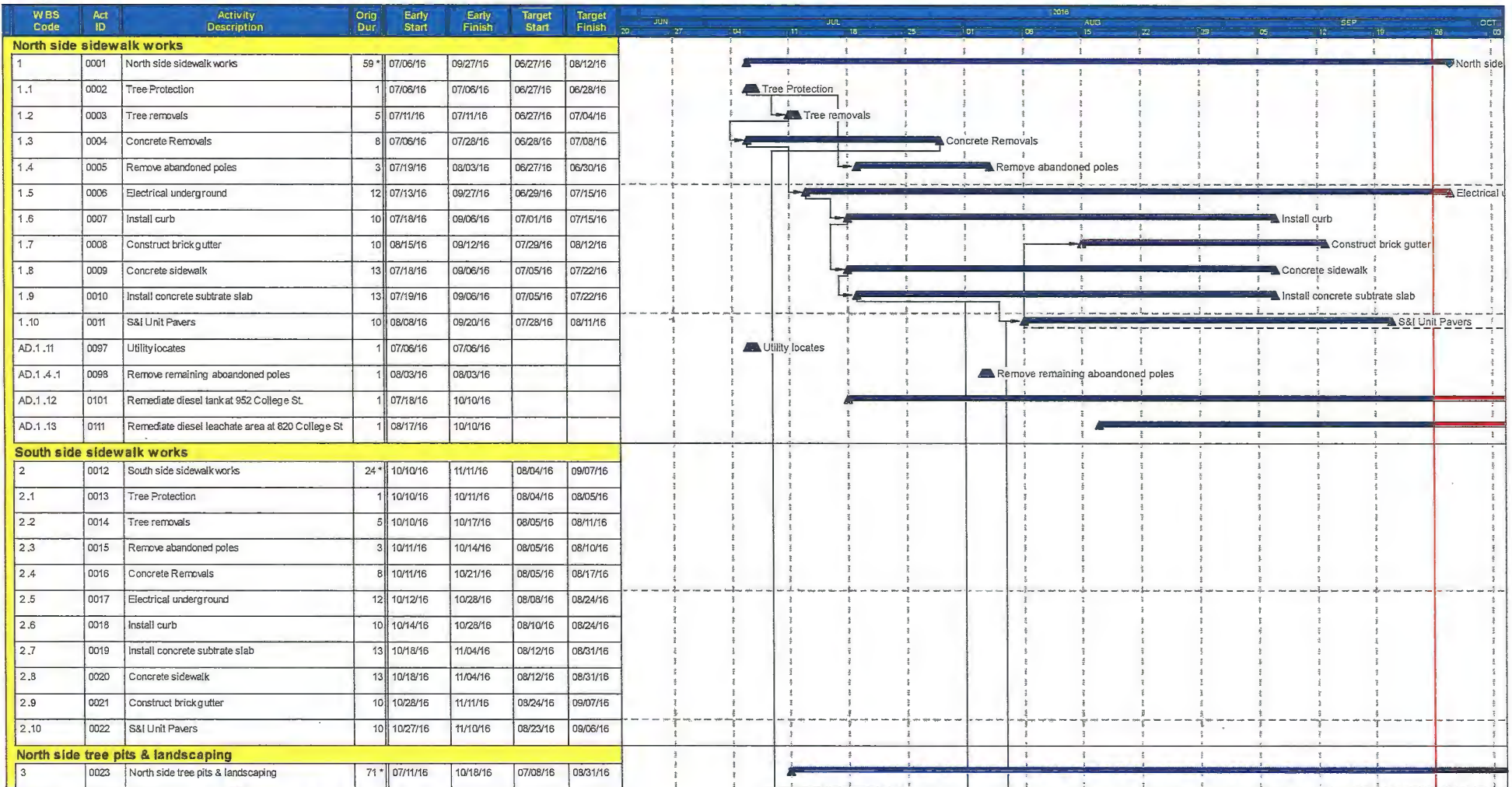
Regards

Shahid

**From:** Marc Marrone [mailto:mmarrone@sitedevelopment.ca]  
**Sent:** September-26-16 4:47 PM  
**To:** Shahid Virk  
**Cc:** Rohit Bansal  
**Subject:** College St. - Sched update 04 - Sept 26 16

Shahid,  
Please see attached schedule update 04.

Regards,  
Marco



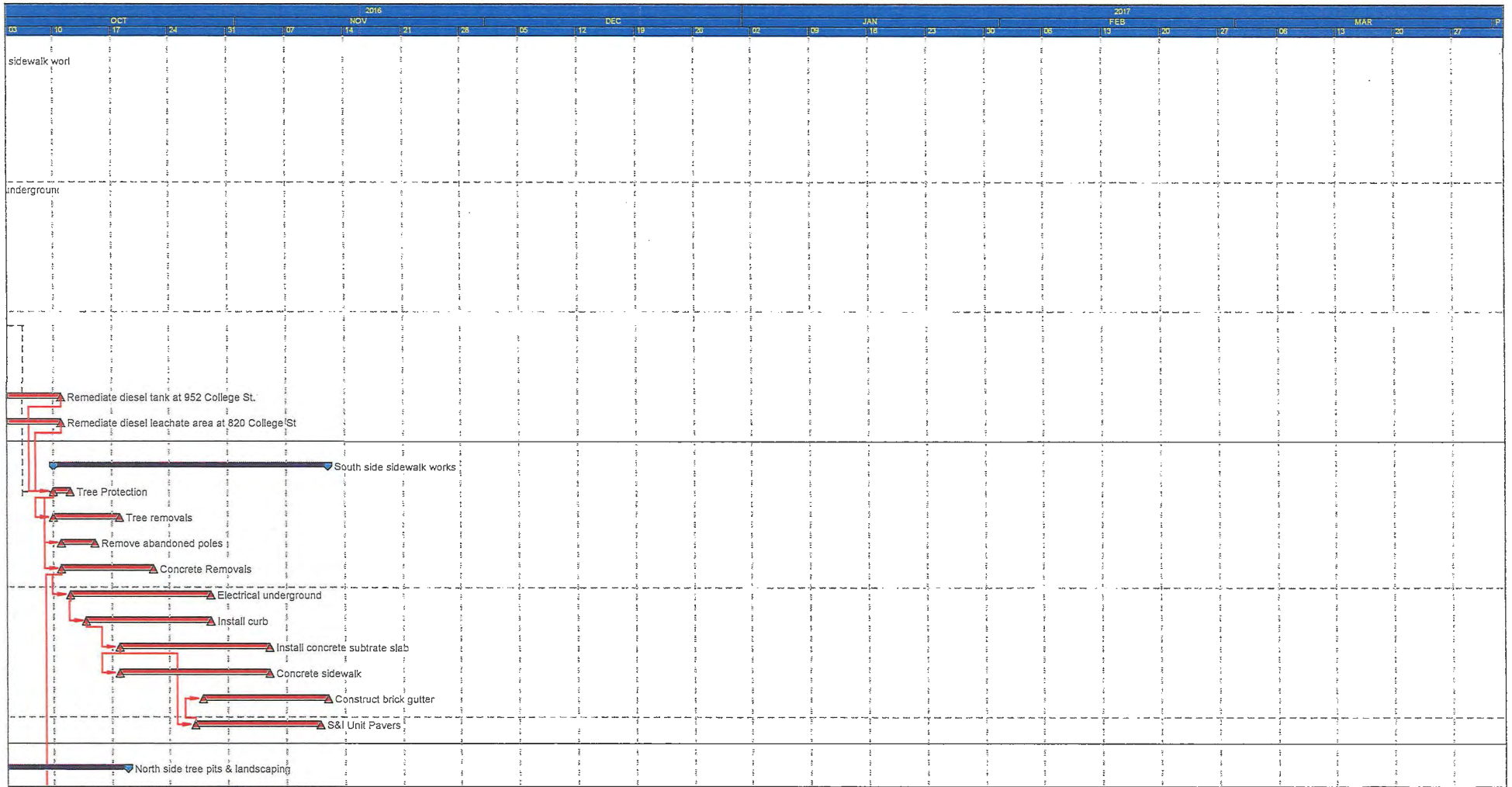
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 Page number 1A



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

Date	Revision	Checked	Approved
06/16/16 8:00AM	Baseline		MM
09/29/16 8:00AM	Update 04		MM

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 Page number 1B



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

Date	Revision	Checked	Approved	
06/16/16 8:00AM	Baseline		MM	▲ Early start point
09/29/16 8:00AM	Update 04		MM	▼ Early finish point
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WBS Code	Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Target Start	Target Finish	2016												
								JUN			JUL			AUG			SEP			OCT
3.1	0024	Excavate tree trenches	10	07/11/16	08/25/16	07/09/16	07/22/16	→ Excavate tree trenches												
3.2	0025	S&I Continuous tree trench materials	10	07/13/16	09/02/16	07/11/16	07/25/16	→ S&I Continuous tree trench materials												
3.3	0026	S&I planting materials	7	09/28/16	10/07/16	08/11/16	08/22/16	→ S&I planting materials												
3.4	0027	Install Concrete Precast modules	10	08/04/16	09/09/16	07/14/16	07/28/16	→ Install Concrete Precast modules												
3.5	0028	S&I Unit Pavers	10	08/08/16	09/28/16	07/28/16	08/11/16	→ S&I Unit Pavers												
3.6	0029	S&I site furnishings	10	09/28/16	10/12/16	08/11/16	08/25/16	→ S&I site furnishings												
3.7	0030	S&I electrical equipment and fixtures	4	10/12/16	10/18/16	08/25/16	08/31/16	→ S&I electrical equipment and fixtures												
AD.3.4.1	0099	Precast shop drawing approval	1	06/24/16	07/19/16			→ Precast shop drawing approval												
<b>South side tree pits &amp; landscaping</b>																				
4	0031	South side tree pits & landscaping	61 *	10/12/16	01/05/17	06/27/16	09/20/16													
4.1	0032	Excavate tree trenches	10	10/12/16	10/26/16	06/27/16	07/11/16													
4.2	0033	S&I Continuous tree trench materials	10	10/26/16	11/09/16	07/11/16	07/25/16													
4.3	0034	S&I planting materials	7	11/09/16	11/18/16	07/25/16	08/03/16													
4.4	0035	Install Concrete Precast modules	10	11/18/16	12/02/16	08/03/16	08/17/16													
4.5	0036	S&I Unit Pavers	10	12/02/16	12/16/16	08/17/16	08/31/16													
4.6	0037	S&I site furnishings	10	12/18/16	12/30/16	08/31/16	09/14/16													
4.7	0038	S&I electrical equipment and fixtures	4	12/30/16	01/05/17	09/14/16	09/20/16													
<b>Roxton Rd. Parkette</b>																				
5	0039	Roxton Rd. Parkette	30 *	09/06/16	01/09/17	08/31/16	10/05/16													
5.1	0040	Concrete Removals	3	09/06/16	09/07/16	08/31/16	09/05/16	→ Concrete Removals												
5.2	0041	Electrical underground	3	09/12/16	09/12/16	09/05/16	09/08/16	→ Electrical underground												
5.3	0042	Install curb	3	09/14/16	09/14/16	09/08/16	09/13/16	→ Install curb												
5.4	0043	Install concrete substrate slab	3	09/14/16	09/14/16	09/13/16	09/16/16	→ Install concrete substrate slab												
5.5	0044	Excavate tree trenches	3	12/18/16	12/21/16	09/05/16	09/08/16													
5.6	0045	Construct brick gutter	3	09/16/16	09/16/16	09/21/16	09/26/16	→ Construct brick gutter												
5.7	0046	S&I Unit Pavers	3	12/21/16	12/29/16	09/16/16	09/21/16													
5.8	0047	Blue room vertical finishes	3	12/29/16	12/29/16	09/21/16	09/26/16													
5.9	0048	S&I planting materials	3	12/29/16	01/03/17	09/26/16	09/29/16													
5.10	0049	S&I site furnishings	3	01/03/17	01/06/17	09/29/16	10/04/16													

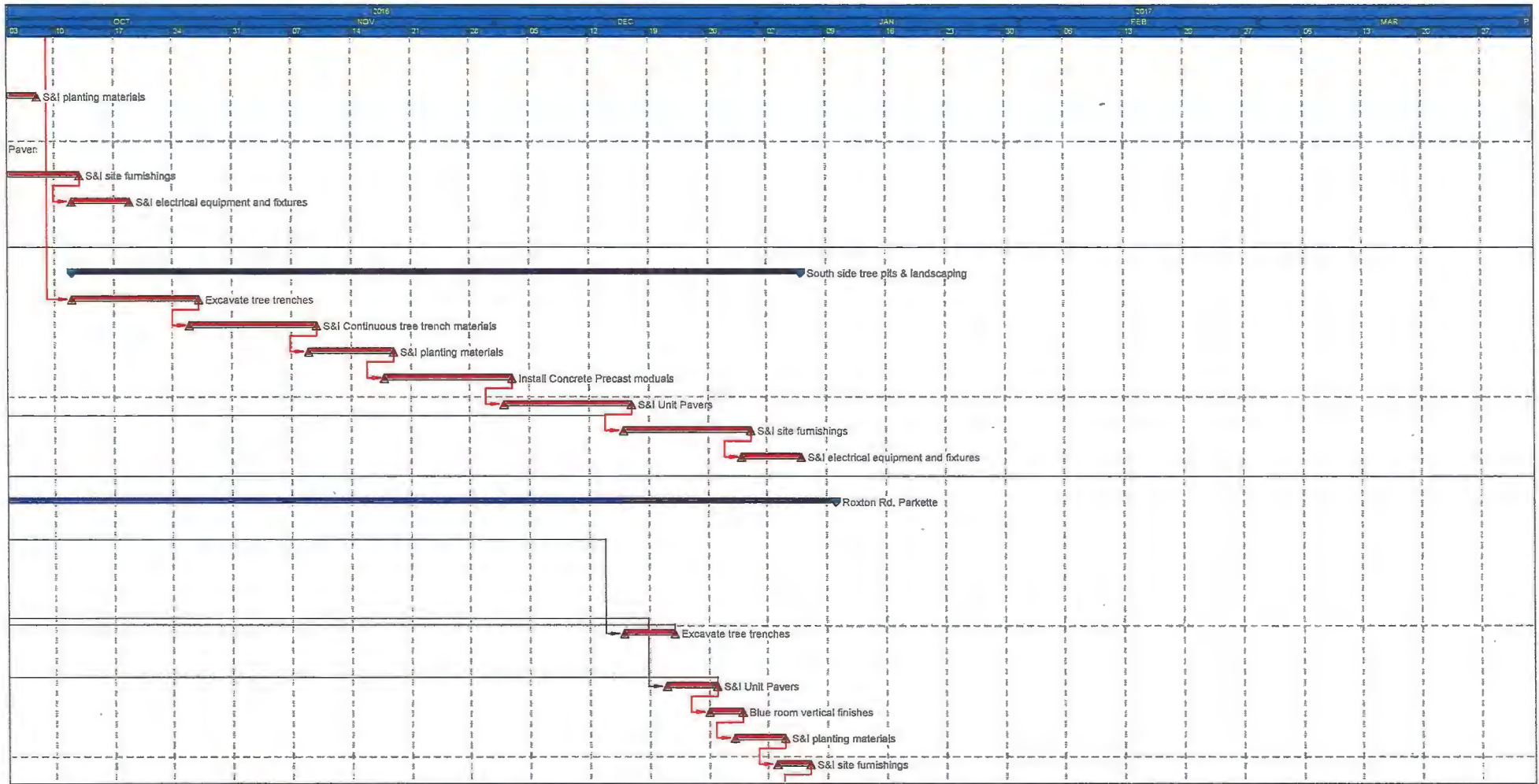
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 Page number 2A



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

Date	Revision	Checked	Approved	
06/16/16 8:00AM	Baseline		MM	▲ Early start point
09/29/16 8:00AM	Update 04		MM	▼ Early finish point
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 Data date 09/26/16 3:00PM  
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 Page number 25



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

Date	Revision	Checked	Approved
06/16/16 8:00AM	Baseline		MM
09/29/16 8:00AM	Update 04		MM

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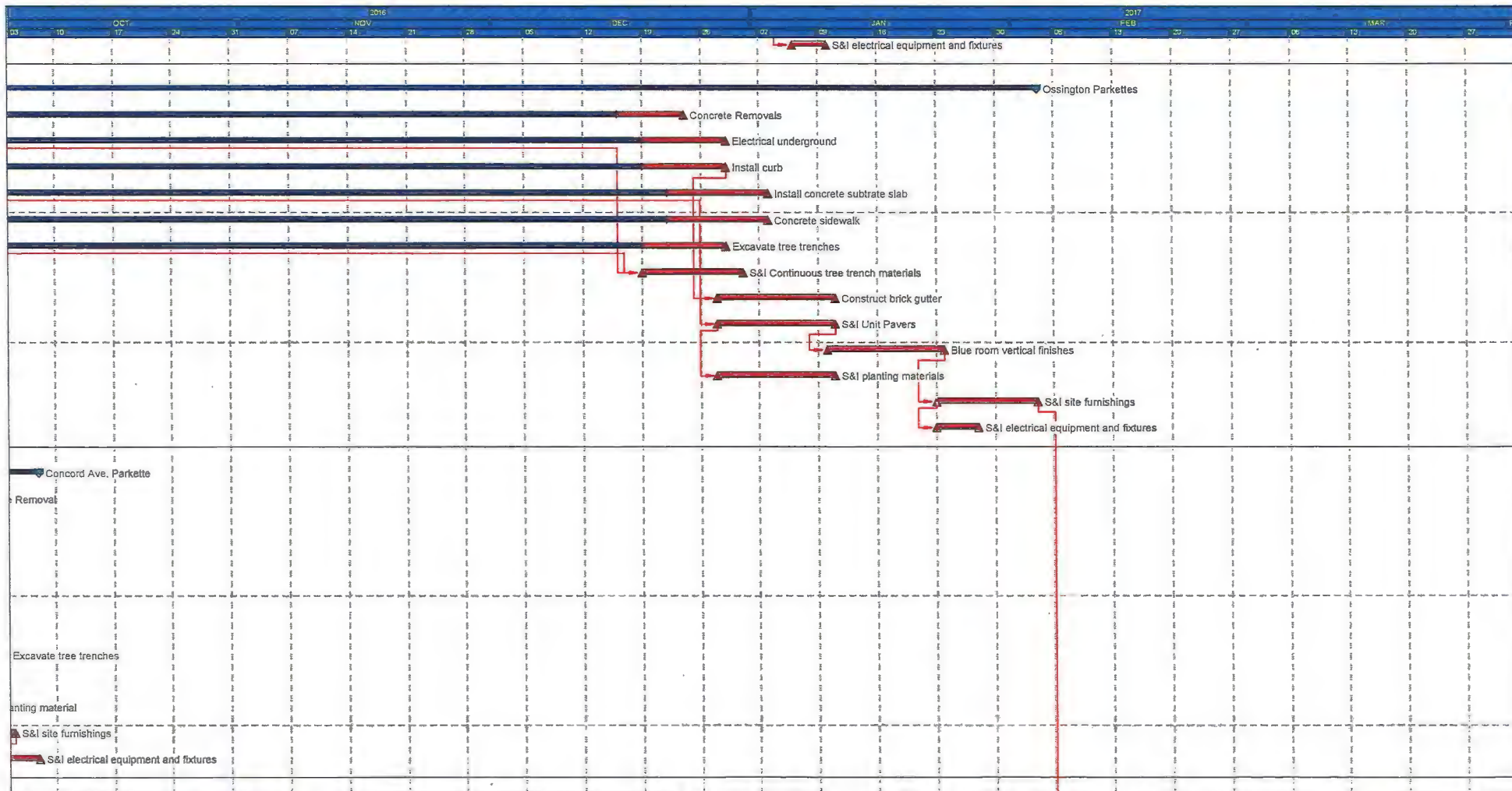
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								JUN				JUL				AUG				SEP				OCT											
5.11	0050	S&I electrical equipment and fixtures	1	01/06/17	01/09/17	10/04/16	10/05/16																												
<b>Ossington Parkettes</b>																																			
6	0051	Ossington Parkettes	53 *	08/31/16	02/03/17	09/05/16	11/04/16																												
6.1	0052	Concrete Removals	9	08/31/16	12/23/16	09/05/16	09/16/16																												
6.2	0053	Electrical underground	9	09/01/16	12/28/16	09/08/16	09/21/16																												
6.3	0054	Install curb	9	09/08/16	12/28/16	09/13/16	09/26/16																												
6.4	0055	Install concrete substrate slab	9	09/08/16	01/02/17	09/20/16	10/03/16																												
6.5	0056	Concrete sidewalk	9	09/08/16	01/02/17	09/20/16	10/03/16																												
6.6	0057	Excavate tree trenches	9	09/02/16	12/28/16	09/07/16	09/20/16																												
6.7	0058	S&I Continuous tree trench materials	9	12/19/16	12/30/16	09/12/16	09/23/16																												
6.8	0059	Construct brick gutter	9	12/28/16	01/10/17	09/28/16	10/07/16																												
6.9	0060	S&I Unit Pavers	9	12/28/16	01/10/17	09/28/16	10/11/16																												
6.10	0061	Blue room vertical finishes	9	01/10/17	01/23/17	10/11/16	10/24/16																												
6.11	0062	S&I planting materials	9	12/28/16	01/10/17	09/28/16	10/11/16																												
6.12	0063	S&I site furnishings	9	01/23/17	02/03/17	10/24/16	11/04/16																												
6.13	0064	S&I electrical equipment and fixtures	4	01/23/17	01/27/17	10/24/16	10/28/16																												
<b>Concord Ave. Parkette</b>																																			
7	0065	Concord Ave. Parkette	31 *	08/25/16	10/07/16	08/11/16	09/19/16																												
7.1	0066	Concrete Removals	3	08/25/16	09/28/16	08/11/16	08/16/16																												
7.2	0067	Electrical underground	3	08/26/16	08/26/16	08/16/16	08/19/16																												
7.3	0068	Install curb	3	09/08/16	09/09/16	08/19/16	08/24/16																												
7.4	0069	Install concrete substrate slab	3	09/08/16	09/09/16	08/24/16	08/29/16																												
7.5	0070	Concrete sidewalk	3	09/08/16	09/09/16	08/24/16	08/29/16																												
7.6	0071	Construct brick gutter	3	09/15/16	09/15/16	08/29/16	09/01/16																												
7.7	0072	Excavate tree trenches	3	09/28/16	10/03/16	08/16/16	08/19/16																												
7.10	0075	S&I Unit Pavers	3	09/23/16	09/23/16	09/01/16	09/06/16																												
7.11	0076	S&I planting materials	3	09/29/16	09/29/16	09/06/16	09/09/16																												
7.12	0077	S&I site furnishings	3	09/29/16	10/04/16	09/09/16	09/14/16																												
7.13	0078	S&I electrical equipment and fixtures	3	10/04/16	10/07/16	09/14/16	09/19/16																												

Start date 06/27/16 3:00PM  
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 Page number 3A



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

Date	Revision	Checked	Approved	
06/16/16 8:00AM	Baseline		MM	▲ Early start point
09/29/16 8:00AM	Update 04		MM	▼ Early finish point
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Start date 06/27/16 3:00PM  
 Finish date 02/03/17 2:59PM  
 Data date 09/28/16 3:00PM  
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 Page number 36



**FOUR SEASONS SITE DEVELOPMENT**  
**College St. Streetscape Improvements**

Date	Revision	Checked	Approved	
06/16/16 8:00AM	Baseline		MM	▲ Early start point
09/29/16 8:00AM	Update 04		MM	▼ Early finish point
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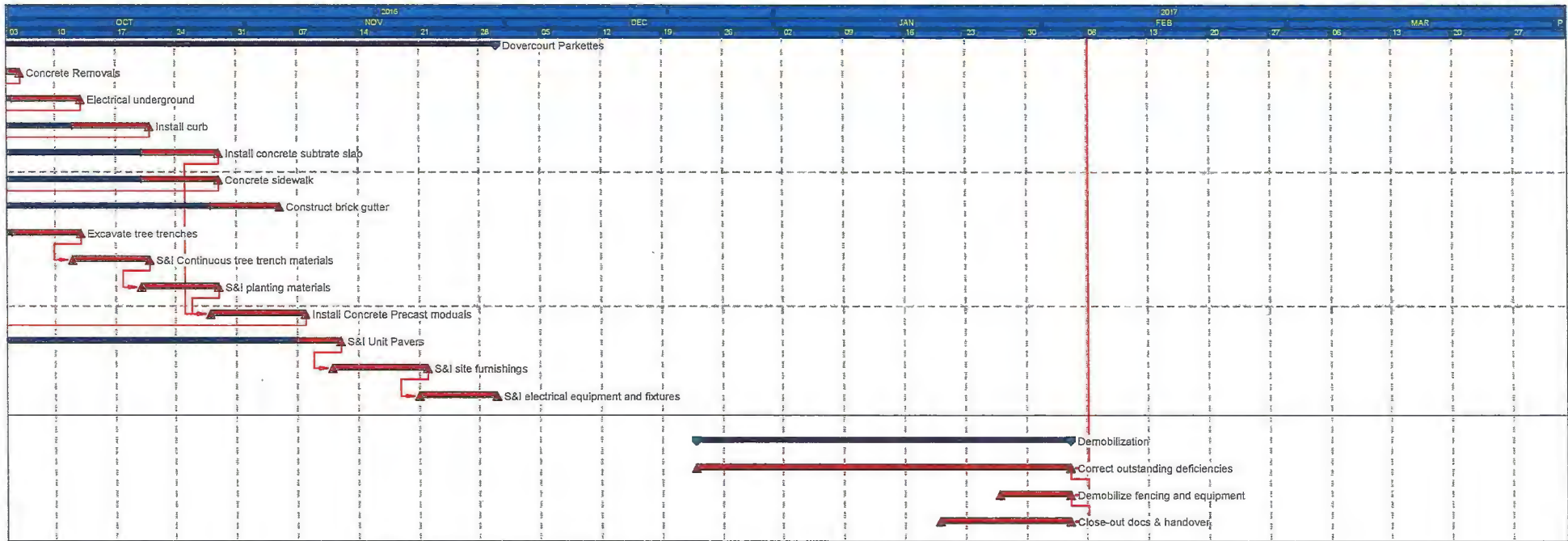
WBS Code	Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Target Start	Target Finish	2016																							
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								20	27	04	11	18	25	01	08	15	22	29	05	12	19	26	03	10							
8	0079	Dovercourt Parkettes	65*	08/25/16	11/29/16	08/16/16	10/21/16																								
8.1	0080	Concrete Removals	6	08/25/16	10/05/16	08/16/16	08/24/16																								
8.2	0081	Electrical underground	6	08/29/16	10/12/16	08/24/16	09/01/16																								
8.3	0082	Install curb	6	09/12/16	10/20/16	09/01/16	09/09/16																								
8.4	0083	Install concrete substrate slab	6	09/12/16	10/23/16	09/09/16	09/19/16																								
8.5	0084	Concrete sidewalk	6	09/12/16	10/28/16	09/09/16	09/19/16																								
8.6	0085	Construct brick gutter	6	09/14/16	11/04/16	09/19/16	09/27/16																								
8.7	0086	Excavate tree trenches	6	08/31/16	10/12/16	08/24/16	09/01/16																								
8.8	0087	S&I Continuous tree trench materials	6	10/12/16	10/20/16	09/01/16	09/09/16																								
8.9	0088	S&I planting materials	6	10/20/16	10/28/16	09/09/16	09/19/16																								
8.10	0089	Install Concrete Precast modulars	6	10/28/16	11/07/16	09/19/16	09/27/16																								
8.11	0090	S&I Unit Pavers	6	09/21/16	11/11/16	09/27/16	10/05/16																								
8.12	0091	S&I site furnishings	6	11/11/16	11/21/16	10/05/16	10/13/16																								
8.13	0092	S&I electrical equipment and fixtures	6	11/21/16	11/29/16	10/13/16	10/21/16																								
<b>Demobilization</b>																															
9	0093	Demobilization	30*	12/23/16	02/03/17	09/23/16	11/04/16																								
9.1	0094	Correct outstanding deficiencies	30	12/23/16	02/03/17	09/23/16	11/04/16																								
9.2	0095	Demobilize fencing and equipment	5	01/27/17	02/03/17	10/28/16	11/04/16																								
9.3	0096	Close-out docs & handover	10	01/20/17	02/03/17	10/21/16	11/04/16																								

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 Page number 4A



FOUR SEASONS SITE DEVELOPMENT  
 College St. Streetscape Improvements

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Start date 06/27/16 3:00PM  
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 Page number 4B



**FOUR SEASONS SITE DEVELOPMENT**  
 College St. Streetscape Improvements

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This is Exhibit "X" referred to in the Affidavit of ROHIT BANSAL  
sworn March ..29, 2017



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*Commissioner for Taking Affidavits (or as may be)*

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



Tel: (416) 338-5542  
Fax: (416) 392-3300  
e-mail: svirk@toronto.ca

## Change Directive Extra Work or Change in the Work

**Contractor:** Four Seasons Site Development

**Change Directive No.:** 28

**Project:** Sidewalk Construction, Streetscape Improvements, Tree trenches and construction of Parkettes on College Street and side Streets between Shaw Street and Havelock Street.

**Contract No.:** 16ECS-TI-11SP

**Location:** College Street

**File No.:** CED084 - 49

**Date (yyyy/mm/dd):** September 29, 2016

*Pursuant to General Conditions of Contract GC 3.11, you are hereby ordered to carry out the "Change(s)" described below.*

*Change(s) related solely to quantities will be paid according to GC8.01.02 – Variations in Tender Quantities. Payment for Change(s) not related solely to quantities may be on a Time and Material Basis according to GC8.02.04 or as specified in the Change Order issued in this connection.*

### Description of "Change(s)"

The contractor Four Seasons shall proceed with the work of remedial measures for the oil tank found at 952 College Street. The work shall be performed by retaining a licenced and TSSA registered contractor to conduct the decommissioning as required under the Technical Standards and Safety Act, 2000. All decommissioning work shall be performed in accordance with the attached Remedial Action Plan, submitted by the consultants (AMEC).

Payment: T&M

### References

City's/Consultant's RFQ No. and date:

NA

### Approval/Authorization

Senior Project Manager

Contractor Manager


Contractor


Shahid Virk  
Print Name

Mohammad Kashani  
Print Name

Marco Marrone  
Print Name

  
Signature

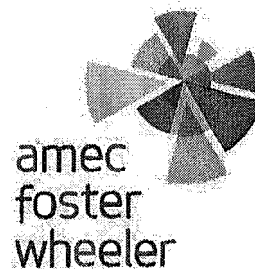
  
Signature

  
Signature

28 September 2016

TC160138

City of Toronto  
Facilities Management  
55 John Street  
Metro Hall, 2<sup>nd</sup> Floor  
Toronto, Ontario M5V 3C6



Attention: Ms. Janice Green  
Senior Environmental Project Manager

Dear Ms. Green:

**Re: Environmental Consulting Services  
Remedial Action Plan, Underground Storage Tank  
952 College Street, Toronto, Ontario**

Amec Foster Wheeler Environment & Infrastructure, a Division of Amec Foster Wheeler Americas Limited ("Amec Foster Wheeler"), is pleased to provide the City of Toronto ("the City") with a Remedial Action Plan (RAP) for the Underground Storage Tank (UST) located at 952 College Street in Toronto, Ontario (the "Site"). The location of the Site is provided in Figure 1. The City retained Amec Foster Wheeler to conduct the investigation of the Site and preparation of the RAP for internal due diligence purposes upon discovery of the UST while performing excavation work for the installation of a new tree pit along College Street.

## **BACKGROUND**

The City retained Amec Foster Wheeler to conduct a Site visit on 22 July 2016. The excavation was observed to be at a depth of approximately 1.0 mbgs and the top surface of the UST exposed. Four Seasons Developments Inc. (Four Seasons), the contractor completing the excavation, noted that the tank contained oil and/or oily water. Subsequently, according to the City, the tank was emptied by a licenced waste removal contractor. No staining, sheen or free product was observed in the soils surrounding the UST excavation at the time of the Site visit. Photographs from the Site visit are provided in Appendix A.

Subsequent to the Site visit, Amec Foster Wheeler was retained to collect representative soil samples from the UST excavation for the purpose of characterizing any potential soil impacts and determining if the UST could be decommissioned in place. The Technical Standards and Safety Authority (TSSA) is the regulatory body overseeing the decommissioning of USTs, and requires soil sampling activities prior to UST decommissioning to confirm there are no impacts present.

Amec Foster Wheeler Environment & Infrastructure  
a Division of Amec Foster Wheeler Americas Limited  
160 Traders Blvd., Suite 110  
Mississauga, Ontario, L4Z 3K7  
Tel: (905) 568-2929  
Fax: (905) 568-1686

[www.amecfw.com](http://www.amecfw.com)



The primary findings of the investigation carried out at the Site were:

- Based on the Site characteristics, the Table 3 Site Condition Standards (SCS) for industrial/commercial/community property use, non-potable ground water condition and coarse textured soils have been applied in assessing soil and ground water quality at the Site.
- Soil samples submitted as part of the UST Investigation for analysis for PHCs and BTEX, demonstrated concentrations below the applicable Table 3 SCS for PHC F1-F4 and BTEX.
- Based on the results of the UST Investigation, there is no evidence of petroleum hydrocarbon impacts at the Site. Given that soil samples were collected at various depths, from locations on all sides of the UST, results suggest that it is unlikely the UST has impacted the surrounding soils.

Given the extensive subgrade utility services in the areas, the removal of the UST would require significant utility protection, potential utility line re-routing as well as potential disruption of services to local business/residences. Taking into consideration that no soil impacts were noted and the difficulty of removing the UST due the extensive utility network, it was recommended that the UST be decommissioned in place, subject to TSSA approval and following TSSA protocol.

Decommissioning of the UST in place would require:

- Submission and acceptance of Variance/Deviation Application by TSSA;
- Removal of all liquid petroleum product from the tank;
- Cleaning and purging of the tank;
- Removal of all fill and vent pipes; and
- Filling of the tank with concrete or approved equivalent to prevent against future collapse of the tank.

The following RAP was requested by the City to outline decommissioning procedures for the UST in line with the requirements of the TSSA.

## REMEDIAL ACTION PLAN

An application to decommission the UST in place has been submitted to the TSSA for review. Upon acceptance of the variance application by the TSSA, the UST may be decommissioned using the following procedures:

- Retaining a licenced and TSSA registered contractor to conduct the decommissioning as required under the Technical Standards and Safety Act, 2000;
- Cleaning and flushing of the tank, such that no petroleum hydrocarbon free product or sheen is recoverable from cleaning fluids. If necessary, access ports may be cut into the top of the UST to allow access for flushing and vacuum equipment. Wash water will be collected by a licensed MOECC waste hauler and transported as a liquid industrial waste 251L under the City of Toronto Waste Generator Number. All liquid waste will be hauled and disposed of under Waste manifest. Continuous atmospheric monitoring for combustible vapours and oxygen shall be performed.
- Filling of the tank with concrete or approved equivalent; and
- Removal and capping of vent and fill pipes.

Additional procedures may be specified by the TSSA in their approval notice for the variance application. Where specific procedures have been provided by TSSA, those procedures shall take precedence over the above outlined scope.

## LIMITATIONS

This report was prepared for the exclusive use of the City of Toronto and is intended to provide a remedial action plan for the underground storage tank located at 952 College Street in the City of Toronto at the time of the property investigation. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of the third party. Should additional parties require reliance on this report, written authorization from Amec Foster Wheeler will be required. With respect to third parties, Amec Foster Wheeler has no liability or responsibility for losses of any kind whatsoever, including direct or consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.

The investigation undertaken by Amec Foster Wheeler with respect to this report and any conclusions or recommendations made in this report reflect Amec Foster Wheeler's judgment based on the property conditions observed at the time of the site inspection on the date(s) set out in this report and on information available at the time of preparation of this report. This report has been prepared for specific application to this property and it is based, in part, upon visual observation of the site, subsurface investigation at discrete locations and depths, and specific analysis for specific chemical parameters and materials during a specific time interval, all as described in this report. Unless otherwise stated, the findings cannot be extended to previous or future property conditions, portions of the property, which were unavailable for direct investigation, subsurface locations which were not investigated directly, or chemical parameters, materials or analysis which were not addressed. Amec Foster Wheeler has used its professional judgment in analysing this information and formulating these conclusions.

Amec Foster Wheeler makes no other representations whatsoever, including those concerning the legal significance of its findings, or as to other legal matters touched on in this report, including, but not limited to, ownership of any property, or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation and change. Such interpretations and regulatory changes should be reviewed with legal counsel.

This Report is also subject to the further Standard Limitations contained in Appendix A.

City of Toronto  
Environmental Consulting Services  
Remedial Action Plan, Underground Storage Tank  
952 College Street, Toronto, Ontario  
28 September 2016



## CLOSURE

We trust that the information presented in this report meets your current requirements. Should you have any questions, or concerns, please do not hesitate to contact the undersigned.

Yours truly,

**Amec Foster Wheeler Environment & Infrastructure**  
**a Division of Amec Foster Wheeler Americas Limited**

Prepared by:

A handwritten signature in black ink, appearing to read "Chris Murray", written over a circular stamp.

Christopher Murray, M. Env.Sc.  
Environmental Scientist

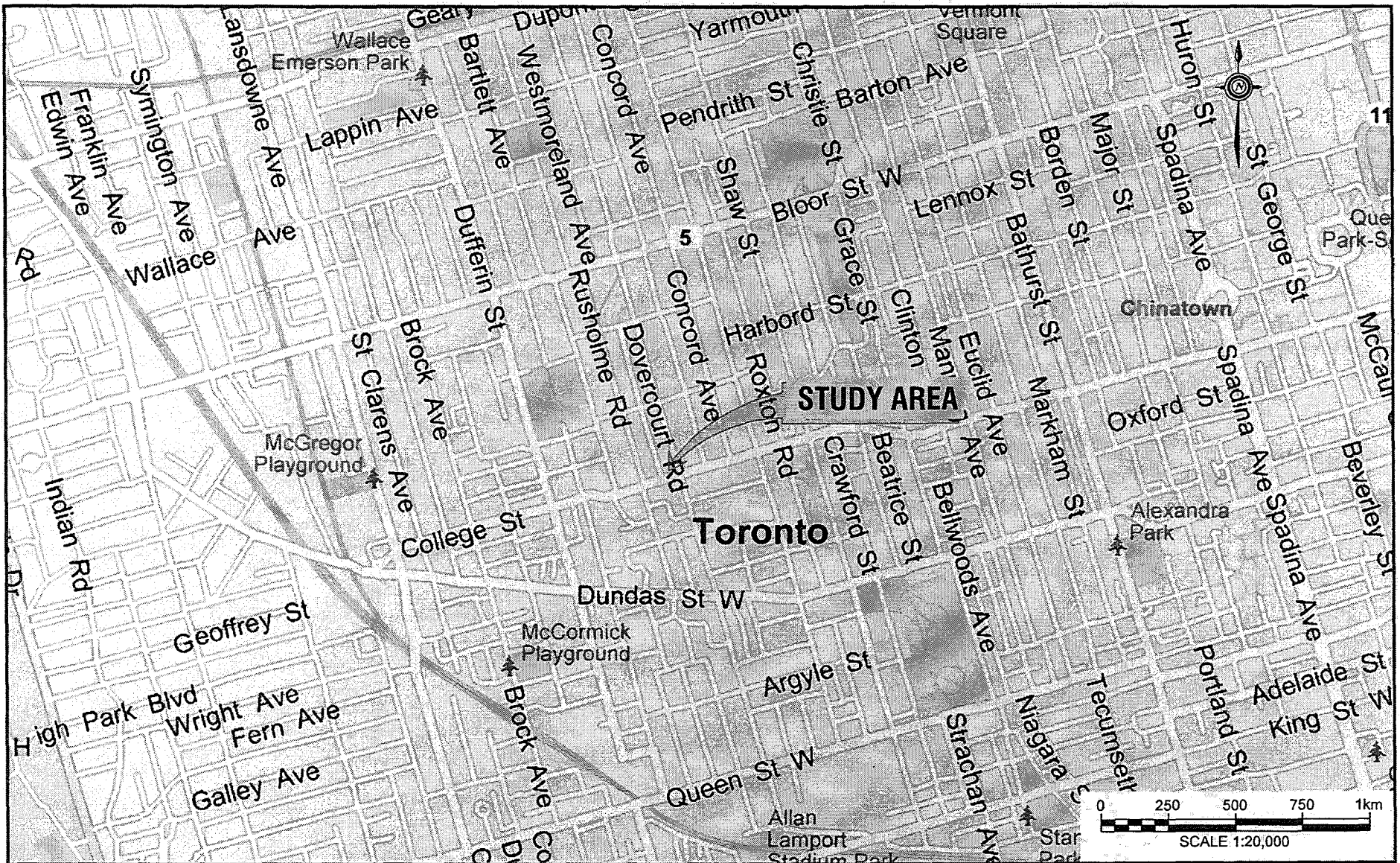
Reviewed by:

A handwritten signature in black ink, appearing to read "Anthony Cancilla", written over a circular stamp.

Anthony Cancilla, M.A.Sc, P.Eng.  
Senior Associate Engineer

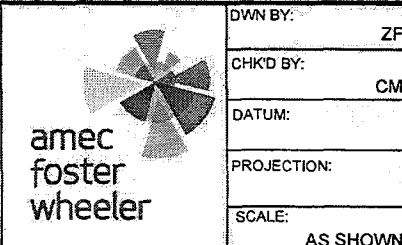
Attachments: Figure 1 – Site Location Map  
Appendix A – Limitations

**FIGURES**



CLIENT  
**CITY OF TORONTO**

**Amec Foster Wheeler**  
 Environment & Infrastructure  
 160 Traders Boulevard, Unit #110  
 Mississauga, Ontario L4Z 3K7



DWN BY: ZF  
 CHK'D BY: CM  
 DATUM:  
 PROJECTION:  
 SCALE: AS SHOWN

PROJECT  
**ENVIRONMENTAL SITE INVESTIGATION**  
**952 COLLEGE STREET**  
**TORONTO, ONTARIO**

TITLE  
**SITE LOCATION MAP**

REV. NO.: A  
 DATE: SEPTEMBER 2016  
 PROJECT NO.: TC160138  
 FIGURE No. 1


**APPENDIX A**  
**LIMITATIONS**

## LIMITATIONS

1. The work performed in the preparation of this report and the conclusions presented are subject to the following:
  - (a) The Terms and Conditions which form a part of our 30 October 2014 Professional Services Contract;
  - (b) The Scope of Services;
  - (c) Time and Budgetary limitations as described in our Contract; and
  - (d) The Limitations stated herein.
2. No other warranties or representations, either expressed or implied, are made as to the professional services provided under the terms of our Contract, or the conclusions presented.
3. The conclusions presented in this report were based, in part, on visual observations of the site and attendant structures. Our conclusions cannot and are not extended to include those portions of the site or structures, which were not reasonably available, in AMEC's opinion, for direct observation.
4. The environmental conditions at the site were assessed, within the limitations set out above, having due regard for applicable environmental regulations as of the date of the inspection. A review of compliance by past owners or occupants of the site with any applicable local, provincial or federal by-laws, orders-in-council, legislative enactments and regulations was not performed.
5. The site history research included obtaining information from third parties and employees or agents of the owner. No attempt has been made to verify the accuracy of any information provided, unless specifically noted in our report.
6. Where testing was performed, it was carried out in accordance with the terms of our contract providing for testing. Other substances, or different quantities of substances testing for, may be present on site and may be revealed by different or other testing not provided for in our contract.
7. Because of the limitations referred to above, different environmental conditions from those stated in our report may exist. Should such different conditions be encountered, AMEC must be notified in order that it may determine if modifications to the conclusions in the report are necessary.
8. The utilization of AMEC's services during the implementation of any remedial measures will allow AMEC to observe compliance with the conclusions and recommendations contained in the report. AMEC's involvement will also allow for changes to be made as necessary to suit field conditions as they are encountered.
9. This report is for the sole use of the party to whom it is addressed unless expressly stated otherwise in the report or contract. Any use which any third party makes of the report, in whole or the part, or any reliance thereon or decisions made based on any information or conclusions in the report, is the sole responsibility of such third party. AMEC accepts no responsibility whatsoever for damages or loss of any nature or kind suffered by any such third party as a result of actions taken or not taken or decisions made in reliance on the report or anything set out therein.
10. This report is not to be given over to any third party for any purpose whatsoever without the written permission of AMEC.
11. Provided that the report is still reliable, and less than 12 months old, AMEC will issue a third-party reliance letter to parties that the client identifies in writing, upon payment of the then current fee for such letters. All third parties relying on AMEC's report, by such reliance agree to be bound by our proposal and AMEC's standard reliance letter. AMEC's standard reliance letter indicates that in no event shall AMEC be liable for any damages, howsoever arising, relating to third-party reliance on AMEC's report. No reliance by any party is permitted without such agreement.



This is Exhibit "Y" referred to in the Affidavit of ROHIT BANSAL  
sworn March .....], 2017



---

*Commissioner for Taking Affidavits (or as may be)*

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

CONTRACTOR: Four Seasons Site Site Development

PROJECT NAME: College Street Streetscaping Improvements

DESCRIPTION: Sidewalk Construction, Streetscape Improvements, on College Street and side Streets

CONTRACT No.: 16ECS-TI-11SP      START DATE: Jul 04/16

CONTRACT VALUE: \$3.45 Million      COMPLETION DATE: Nov 04/16

**A. SAFETY & COMPLIANCE - Laws & Standards**      sub-score 2.00      Weight 25%

	U	I	ME	EE	EX	N/A
1. Did the contractor comply with OHSA requirements?		✓				
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?		✓				
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?						✓

**B. QUALITY - Compliance with Contract Standards & Specifications**      sub-score 1.60      Weight 25%

1. Did the contractor comply with standards and specifications in the contract?	✓					
2. Was the quality and workmanship in compliance with the contract documents?		✓				
3. Did the contractor promptly & effectively correct defective work as the project progressed?		✓				

**C. ORGANIZATION - Work Plan and Management**      sub-score 2.38      Weight 12.5%

1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?		✓				
2. Did the contractor commence the work on time?			✓			
3. Did the contractor submit schedule updates in accordance with the contract?		✓				
4. Did the contractor adequately staff and resource the project in compliance with the contract?		✓				
5. Did the contractor provide adequate & competent site supervision?	✓					
6. Did the contractor effectively coordinate and manage the work of its subcontractors?			✓			
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?			✓			
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?			✓			
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?			✓			

**D. EXECUTION - Work Performance**      sub-score 1.90      Weight 25%

1. Did the contractor complete the project on time?	✓					
2. Did the contractor follow the approved schedule and meet milestones?	✓					
3. Did the contractor provide effective quality control?		✓				
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	✓					
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?			✓			
6. Did the contractor seek authorization to perform extra or additional work?			✓			
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?		✓				
8. Was the quality and submission timelines of the following items acceptable?						
8.1 Look ahead schedules or work plans	✓					
8.2 Accurate and complete record documents (as-builts)						✓
8.3 Complete operations and maintenance manuals and closeout documents						✓
8.4 Secure and/or closed applicable municipal permits						✓
8.5 Startup testing and commissioning reports						✓
8.6 Training plan and manuals						✓

**E. ADMINISTRATION - Contractor Performance and Diligence**      sub-score 1.88      Weight 12.5%

1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	✓					
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?		✓				
3. Did the contractor demonstrate accountability for problems for which they were responsible?		✓				
4. Did the contractor submit accurate, complete invoices in a timely manner?			✓			
5. Did the contractor provide competitive change order pricing?		✓				
6. Did the contractor accept responsibility for the full scope and extent of the contract?		✓				
7. Did the contractor coordinate to minimize disruption to the public and City operations?		✓				

**1.91 Total Score (weighted)**

	Name (Print or Type)	Signature	Date
Project Manager:	Shahid Virk		Sep 14/16
Manager:	Mohammad Kashani		Sep 14/16
Director: <small>(required for Final only)</small>	Frank Clarizio		

NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)

**EX - EXCEPTIONAL** - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.  
**EE - EXCEEDS EXPECTATIONS** - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent  
**ME - MEETS EXPECTATIONS** - Consistently met expectations in all essential areas of responsibility with few if any issues.  
**I - IMPROVEMENT NEEDED** - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  
**U - UNSATISFACTORY** - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

**A SAFETY & COMPLIANCE - Laws & Standards** **COMMENTS/BACKUP**

<b>A1</b>	<b>Did the contractor comply with OHSA requirements?</b>	ranking = I
	<p>EX - Performance in this area can not be Exceptional                  EE - Strict compliance with OHSA requirements with no exceptions                  ME - Complies with OHSA requirements with very minor issues that are immediately remedied                  I - Inconsistent compliance with OHSA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries                  U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OHSA contraventions and/or convictions                  N/A - The question is not applicable to this evaluation.</p>	<p>The contractor was issued a compliance order by MOL and there has been report of harrasment/yelling at site</p> <p>order was given and 4S met the requirements before the time provided .harassment allegation at site has not been proven through our investigation. Contractor is in full compliance of MOL, City standards and 4S policy and procedures.                  We request reconsideration on this ranking.</p>

<b>A2</b>	<b>Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws &amp; policies?</b>	ranking = I
	<p>EX - Performance in this area can not be Exceptional                  EE - Fully complies with environmental and (non-OHSA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems.                  ME - Complies with above. Minimal problems, if any.                  I - Inconsistent compliance with (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected                  U - Failure to adhere to environmental and (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; not responsive to directives; requires much additional staff time/resources                  N/A - The question is not applicable to this evaluation.</p>	<p>Violent behavior has been reported at site including yelling by the site supervisor and poor house keeping no sweeping machine brought to site of work</p> <p>the above comments do not apply to this question.                  4S has discovered 3 different locations throughout the site which had oil within the excavation. in doing our diligence, we stopped work and informed the CA/COT of the discovery and acted according to their instruction and ensuring we are also obliging to MOE requirements, which was the reason that we did not backfill at 820 College when directed by the City. We request reconsideration on this ranking.</p>

<b>A3</b>	<b>Did the contractor take adequate precautions with any hazardous materials and designated substances?</b>	ranking = N/A
	<p>EX - Performance in this area can not be Exceptional                  EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws                  ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction                  I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources                  U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources.                  N/A - The question is not applicable to this evaluation.</p>	<p>This is applicable and should be considered as excellent, as we followed protocol, in informing the client immediately of the discovery and the location. this occurred in 3 separate instances. We request reconsideration on this ranking.</p>

**B QUALITY - Compliance with Contract Standards & Specifications** **COMMENTS/BACKUP**

<b>B1</b>	<b>Did the contractor comply with standards and specifications in the contract?</b>	ranking = U
	<p>EX - Strict adherence to contract documents. Approved variations added value.                  EE - Strict adherence to contracts documents especially standards and specifications                  ME - Some approved deviations but essentially in compliance with standards and specifications                  I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources.                  U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources.                  N/A - The question is not applicable to this evaluation.</p>	<p>The contractor disputes the requirement of TS 3.80, the window walls repairs is not as per the specifications and the contractor is not in compliance with the work hours as per the contract</p> <p>Whether we are disputing the TS3.80 specification, we have not deviated from the specification and standards. We request reconsideration on this ranking.</p>

**EX - EXCEPTIONAL** - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.  
**EE - EXCEEDS EXPECTATIONS** - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent  
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For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

B2	Was the quality and workmanship in compliance with the contract documents?	ranking = 1		
<table border="1"> <tr> <td data-bbox="94 346 711 661"> <p>EX - Superior workmanship and quality. Creative, approved substitutions add value.                      EE - Workmanship is excellent and meets peak requirements of the contract documents.No rework.                      ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required.                      I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources.                      U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p> </td> <td data-bbox="711 346 1570 661"> <p>There are issues with the tree pit covers (size etc.) and pavers installation, the quality is not consistent and there are several deficiencies. The installation of the pavers is not satisfactory</p> <p>.The size of the tree pit covers do not have anything to do with 4S. the design changes were made and we have ordered product and built on site according to these changes.</p> <p>.what is not satisfactory on the paver installation. we have received a deficiency list to date and the items mentioned are nominal. We request reconsideration on this ranking.</p> </td> </tr> </table>			<p>EX - Superior workmanship and quality. Creative, approved substitutions add value.                      EE - Workmanship is excellent and meets peak requirements of the contract documents.No rework.                      ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required.                      I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources.                      U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p>	<p>There are issues with the tree pit covers (size etc.) and pavers installation, the quality is not consistent and there are several deficiencies. The installation of the pavers is not satisfactory</p> <p>.The size of the tree pit covers do not have anything to do with 4S. the design changes were made and we have ordered product and built on site according to these changes.</p> <p>.what is not satisfactory on the paver installation. we have received a deficiency list to date and the items mentioned are nominal. We request reconsideration on this ranking.</p>
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B3	Did the contractor promptly & effectively correct defective work as the project progressed?	ranking = 1		
<table border="1"> <tr> <td data-bbox="94 693 711 987"> <p>EX - Performance in this area can not be Exceptional                      EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality                      ME - Timely responses to correct defective work. Quality of work is average.                      I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources.                      U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p> </td> <td data-bbox="711 693 1570 987"> <p>The contractor did not fix the defective works as the project progressed</p> <p>We are fixing the defective work as we go. there is only the pavers that need to be rectified and this will be completed, once the tree grates are installed. we also have the corner of Rusholme accessible ramp to review, which is being contested, as this has been considered acceptable standard on many other projects within the City, current and past. We request reconsideration on this ranking.</p> </td> </tr> </table>			<p>EX - Performance in this area can not be Exceptional                      EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality                      ME - Timely responses to correct defective work. Quality of work is average.                      I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources.                      U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p>	<p>The contractor did not fix the defective works as the project progressed</p> <p>We are fixing the defective work as we go. there is only the pavers that need to be rectified and this will be completed, once the tree grates are installed. we also have the corner of Rusholme accessible ramp to review, which is being contested, as this has been considered acceptable standard on many other projects within the City, current and past. We request reconsideration on this ranking.</p>
<p>EX - Performance in this area can not be Exceptional                      EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality                      ME - Timely responses to correct defective work. Quality of work is average.                      I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources.                      U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p>	<p>The contractor did not fix the defective works as the project progressed</p> <p>We are fixing the defective work as we go. there is only the pavers that need to be rectified and this will be completed, once the tree grates are installed. we also have the corner of Rusholme accessible ramp to review, which is being contested, as this has been considered acceptable standard on many other projects within the City, current and past. We request reconsideration on this ranking.</p>			

**C. ORGANIZATION - Work Plan and Management** **COMMENTS/BACKUP**

C1	Did the contractor submit a satisfactory baseline schedule in compliance with the contract?	ranking = 1		
<table border="1"> <tr> <td data-bbox="94 1081 711 1354"> <p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project.                      EE - Contractor submitted baseline schedule and all submissions on time and complete                      ME - Contractor submitted majority of submissions and baseline schedule on time and complete                      I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources                      U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources                      N/A - The question is not applicable to this evaluation.</p> </td> <td data-bbox="711 1081 1570 1354"> <p>The schedule update submissions were delayed</p> <p>. this question is only regarding the baseline schedule and the baseline schedule was submitted on time and was accepted by COT/CA. We request reconsideration on this ranking.</p> </td> </tr> </table>			<p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project.                      EE - Contractor submitted baseline schedule and all submissions on time and complete                      ME - Contractor submitted majority of submissions and baseline schedule on time and complete                      I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources                      U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources                      N/A - The question is not applicable to this evaluation.</p>	<p>The schedule update submissions were delayed</p> <p>. this question is only regarding the baseline schedule and the baseline schedule was submitted on time and was accepted by COT/CA. We request reconsideration on this ranking.</p>
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C2	Did the contractor commence the work on time?	ranking = ME		
<table border="1"> <tr> <td data-bbox="94 1386 711 1669"> <p>EX - Performance in this area can not be Exceptional                      EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement                      ME - Contractor mobilizes and commences work according to the contract requirement.                      I - Contractor mobilizes and commences work according to the contract requirement with minor delay.                      U - Contractor slow to mobilize and does not commences work according to the contract requirements, resulting in major delay.                      N/A - The question is not applicable to this evaluation.</p> </td> <td data-bbox="711 1386 1570 1669"> <p>. 4S mobilized to site prior to receiving locates and pushed locators. the conventional method is to have locates in hand prior to mobilizing to site.</p> </td> </tr> </table>			<p>EX - Performance in this area can not be Exceptional                      EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement                      ME - Contractor mobilizes and commences work according to the contract requirement.                      I - Contractor mobilizes and commences work according to the contract requirement with minor delay.                      U - Contractor slow to mobilize and does not commences work according to the contract requirements, resulting in major delay.                      N/A - The question is not applicable to this evaluation.</p>	<p>. 4S mobilized to site prior to receiving locates and pushed locators. the conventional method is to have locates in hand prior to mobilizing to site.</p>
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C3	Did the contractor submit schedule updates in accordance with the contract?	ranking = 1		
<table border="1"> <tr> <td data-bbox="94 1701 711 1984"> <p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project.                      EE - The contractor submits schedule updates timely, accurate and in accordance with the contract                      ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract                      I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources.                      U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p> </td> <td data-bbox="711 1701 1570 1984"> <p>The contractor did not submit the updates as required/requested several times</p> <p>MM has submitted schedule updates on Aug. 8, Aug. 28, and Sept. 13. this information in the schedule is accurate and in accordance with the contract. Please reconsider the ranking given, based on the criteria noted on the left side of the page.</p> </td> </tr> </table>			<p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project.                      EE - The contractor submits schedule updates timely, accurate and in accordance with the contract                      ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract                      I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources.                      U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources.                      N/A - The question is not applicable to this evaluation.</p>	<p>The contractor did not submit the updates as required/requested several times</p> <p>MM has submitted schedule updates on Aug. 8, Aug. 28, and Sept. 13. this information in the schedule is accurate and in accordance with the contract. Please reconsider the ranking given, based on the criteria noted on the left side of the page.</p>
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**For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.**

C4	<p>Did the contractor adequately staff and resource the project in compliance with the contract? ranking = I</p> <p>EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project          EE - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, equipment always well maintained and available when needed.          ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays.          I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays.          U - Poorly staffed, equipment is not available or reliable constantly resulting in delays          N/A - The question is not applicable to this evaluation.</p>	<p>The contractor did not put any crews for late hours work as required by the contract</p> <p>.4S has been committed to delivering this project on time and meet all milestones. we have committed a project coordinator, project manager along with a part time student to support the project schedule. As for crews, we maximized the number of crews during daytime hours to achieve the final completion date, in lieu of working late hours.</p> <p>We request you to reconsider the ranking.</p>
C5	<p>Did the contractor provide adequate &amp; competent site supervision? ranking = U</p> <p>EX - Exceptional site supervision anticipating problems and adding significant value to the project.          EE - Well staffed with highly qualified site supervision present to direct others as needed          ME - Qualified site supervision with necessary skill present to direct others as needed          I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources.          U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>The site supervisor does not appear to have down town City work experience and he also appears to be reluctant to comply with the directions of the project staff. He has been observed to have a disrespectful attitude towards the City staff and has also been observed raising his voice from time to time. A few times the site supervisor has also failed to provide timely notice of concrete placements, hence created issues with quality assurance. It has been also reported by BIA that at several occasions the site supervisor has made negative remarks regarding the project.</p> <p>.4S site super has over 20 years experience in civil projects and is more than qualified to execute this project. that being said, there have been many unusual events thus far and have been difficult to navigate through, including for senior City staff. there are many people talking on this project, and again I encourage you to investigate the comments being made, as much of it is hearsay. we take exception to the comments made above and dispute this position, as our Super is the only person on site dealing with the matters head on, others including City reps. are avoiding the situations and only involving themselves when recording the outcome. We request reconsideration on this ranking.</p>
C6	<p>Did the contractor effectively coordinate and manage the work of its subcontractors? ranking = ME</p> <p>EX - Performance in this area can not be Exceptional          EE - Superior workmanship. Contractor effectively coordinates and manages the work of its subcontractors          ME - Minimal problems, the majority of coordination and management of subcontractors is good          I - The majority of coordination and management meets project requirements but moderate rework required. Requires some additional staff time/resources.          U - Contractor does not effectively coordinate and manage the work of its subcontractors and requires extensive rework. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	
C7	<p>Did a person with decision-making authority represent the contractor at pay/progress meetings? rank = ME</p> <p>EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project.          EE - Pay/Progress meetings always attended by decision-making authority          ME - Pay/Progress meetings usually attended by decision-making authority          I - Pay/Progress meetings mostly have sufficient representation by decision-making authority          U - Pay/Progress meetings have little or no attendance by decision-making authority          N/A - The question is not applicable to this evaluation.</p>	<p>MM has represented 4S at all meetings and offered opinions and suggestions to design and potential changes on the project. We request reconsideration on this ranking.</p>
C8	<p>Did the contractor submit timely, relevant requests for information (RFIs) as needed? ranking = ME</p> <p>EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays.          EE - Timely, accurate and in accordance with contract          ME - Usually timely, accurate and in accordance with contract          I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources.          U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources.          N/A - The question is not applicable to this evaluation.</p>	<p>.All RFI's submitted to date, were done timely, accurate and in accordance with the contract. they were also sent in with anticipation, however it should be noted that when fast tracking a project, there still wont be much time to respond without affecting the task. We request reconsideration on this ranking.</p>

**EX - EXCEPTIONAL** - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.  
**EE - EXCEEDS EXPECTATIONS** - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent  
**ME - MEETS EXPECTATIONS** - Consistently met expectations in all essential areas of responsibility with few if any issues.  
**I - IMPROVEMENT NEEDED** - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  
**U - UNSATISFACTORY** - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

C9	Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?	ranking = ME
	<p>EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project.</p> <p>EE - Schedule and all shop drawings submitted on time and complete</p> <p>ME - Schedule and most shop drawings submitted on time and complete</p> <p>I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources.</p> <p>U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	

D. EXECUTION - Work Performance	COMMENTS/BACKUP
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D1	Did the contractor complete the project on time?	ranking = U
	<p>EX - Contractor exceeds contractual completion date.</p> <p>EE - Contractor meets contractual completion date with no extensions.</p> <p>ME - Contractor meets contractual completion date with approved extensions.</p> <p>I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources.</p> <p>U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources.</p> <p>N/A - N/A is to be chosen for all but the final evaluation once the project is completed.</p>	<p>Contractor has made little or no efforts to achieve the timely completion of the projects initial phase and has considerably delayed the most crucial part of the contract</p> <p>.As per comments on the left side, N/A should be chosen for all but final evaluation once the project is completed. We request reconsideration on this ranking.</p>

D2	Did the contractor follow the approved schedule and meet milestones?	ranking = U
	<p>EX - Maintains an accelerated project schedule resulting in early completion of project before contract completion date</p> <p>EE - Meets all milestones and schedule.</p> <p>ME - Meets schedule and key milestones.</p> <p>I - Behind schedule and some key milestones missed. Requires some additional staff time/resources.</p> <p>U - Continually behind schedule and most key milestones missed. Requires much more additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>The contractor did not meet the schedule and or the milestones</p> <p>.This ranking is not taking into consideration any of the delays, which were not caused by the contractor. 4S has put a considerable effort in holding Milestone dates and final completion dates as per baseline schedule however we cannot control delays created by unknown conditions. We request reconsideration on this ranking.</p>

D3	Did the contractor provide effective quality control?	ranking = I
	<p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project.</p> <p>EE - Excellent QA/QC. Minor if any deficiencies which are corrected quickly. No additional staff effort required.</p> <p>ME - Adequate quality control. Few deficiencies which are corrected quickly</p> <p>I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct.</p> <p>U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>The contractor has not submitted the quality control plan as requested under a field instructions</p> <p>.QC plan was previously submitted and attached herein. QC has taken place as per contract specification and all reports have been forwarded to prove results and testing. no deficiencies to date have been recorded. We request reconsideration on this ranking.</p>

D4	Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	ranking = U
	<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Project site kept very clean and free of trash and debris</p> <p>ME - Most trash, debris cleaned up on a daily basis from project site</p> <p>I - Contractor periodically cleans up project site with minimal directive</p> <p>U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>The contractor has been sent field instructions for the site cleanliness due to number of complaints from the BIA and the area residents</p> <p>.Every time the CA fields a complaint, it is forwarded without any investigation from COT staff. most of these complaints are found to be without merit, once investigated.</p> <p>.All 4S staff carry garbage bags on their crew trucks and not only pick up their garbage but garbage belonging to the public, which is thrown into the work area. We request reconsideration on this ranking.</p>

D5	Did the contractor promptly comply with change orders, change directives, site instructions, and RFQ's?	ranking = ME
	<p>EX - Performance in this area can not be Exceptional</p> <p>EE - All change orders, change directives, site instructions, RFQ's responded to immediately</p> <p>ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents</p> <p>I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems</p> <p>U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQ's.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>.What has been delayed in coming to you? please provide comment, as we expect this to be excellent. We request reconsideration on this ranking.</p>

**EX - EXCEPTIONAL** - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.  
**EE - EXCEEDS EXPECTATIONS** - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent  
**ME - MEETS EXPECTATIONS** - Consistently met expectations in all essential areas of responsibility with few if any issues.  
**I - IMPROVEMENT NEEDED** - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  
**U - UNSATISFACTORY** - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

D6	Did the contractor seek authorization to perform extra or additional work?	ranking = ME
	<p>EX - Performance in this area can not be Exceptional                  EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City.                  ME - Provides quote and proceeds only after approval received.                  I - Occasionally proceeds with work before quote reviewed and approved.                  U - Frequently proceeds with work without review or approval.                  N/A - The question is not applicable to this evaluation.</p>	

D7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge	ranking = I
	<p>EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project.                  EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly.                  ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly.                  I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort.                  U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort.</p>	<p>The contractor refused to address complaints regarding the flooding issues for the adjacent properties                  .4S brought this problem up as a potential issue down the road prior to beginning construction and made its position known. the City chose to ignore our comments and then expected 4S to address complaints. We request reconsideration on this ranking.</p>

D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	• Look ahead schedules or work plans	ranking = U
D8.2	• Accurate and complete record documents (as-builts)	ranking = N/A
D8.3	• Complete operations and maintenance manuals and closeout documents	ranking = N/A
D8.4	• Secure and/or closed applicable municipal permits	ranking = N/A
D8.5	• Startup testing and commissioning reports	ranking = N/A
D8.6	• Training plan and manuals	ranking = N/A

	<p>EX - All submissions on time and of exceptional quality, adding value to the project.                  EE - All submissions on time and of excellent quality.                  ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly.                  I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources.                  U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources.                  N/A - The question is not applicable to this evaluation.</p>	<p>The submissions for look ahead schedules were not made in a timely manner                  All submissions were submitted on time and in good quality. this is what the ranking basis should be according to the left side of page. We request reconsideration on this ranking.</p>
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**E ADMINISTRATION - Contractor Performance and Diligence** **COMMENTS/BACKUP**

E1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	ranking = U
	<p>EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project.                  EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents                  ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract                  I - Communication with the contract administrator and all stakeholders poor and causes periodic problems. Requires some additional staff time/resources.                  U - Contractors communication with the contract administrator and all stakeholders poor and the cause of constant problems. Strongly impacts the success of the project. Requires much additional staff time/resources.                  N/A - The question is not applicable to this evaluation.</p>	<p>The contractor has been no cooperative and have made several problems for the residents moving out and made ting difficult for businesses by allowing them to install their signs "that the business is open during construction". The contractors appears to be non-supportive of the businesses which are mostly very small businesses and their lively hood depends on these businesses                  .4S has gone over and above the contract specification to keep the public informed of interruptions to their entrances. We have also had many visits from the public to the site office and our personnel has dealt with them directly.                  We have also assisted many public including strollers, bikes and wheelchairs.                  we have also assisted 3 residents in moving in/out of their property however we have requested that the City inform the residence to move after work hours, as their is no parking lane available on site. We request reconsideration on this ranking.</p>

E2	Did the contractor participate in resolving project problems and display initiative to implement solutions?	ranking = I
	<p>EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution.                  EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution.                  ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve.                  I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve.                  U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve.                  N/A - The question is not applicable to this evaluation.</p>	<p>There was some odour/smell in one of the area and despite isolating that area and moving to naother location, the contractor completely stopped all electrical                  . in response to above - the work was stopped in conformance with MOE legislation and the crew had no other work available to them at that point, meaning having the means and methods available to move onto that work without delay.                  4S has played an active role in providing value engineering during the re-design of the tree trenches and the related details. We request reconsideration on this ranking.</p>


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**ME - MEETS EXPECTATIONS** - Consistently met expectations in all essential areas of responsibility with few if any issues.  
**I - IMPROVEMENT NEEDED** - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  
**U - UNSATISFACTORY** - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

**For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.**

E3	Did the contractor demonstrate accountability for problems for which they where responsible?	ranking = I
<p>EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution.          EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution.          ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution.          I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve.          U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve.          N/A - The question is not applicable to this evaluation.</p> <p>The contractor tends to keep on blaming the City for most of the issues which the contractor shall address e.g. the flooding in the basements of adjacent properties shall have been prevented by the contractors it has been resulted due to the construction work, however the contractor refused to take any measures to prevent the water entering through the excavations and wanted the City to pay for such work          . as mentioned above, 4S tabled their concerns on this issue prior to start of construction and the City had ample opportunity to prevent such claims from the properties however they chose to ignore the comments made by 4S. the contractor should not be given a lower ranking on this basis alone. we request a reconsideration on this ranking.</p>		
E4	Did the contractor submit accurate, complete invoices in a timely manner?	ranking = ME
<p>EX - Performance in this area can not be Exceptional          EE - No errors, accurate representation of work completed          ME - Few billing errors, quickly corrected and submitted          I - Some billing errors, corrected and submitted requiring some staff time/resources to resolve          U - Too many errors; frequent misrepresentations of completed work requiring much staff time/resources to resolve          N/A - The question is not applicable to this evaluation.</p> <p>.We expect EE on this item, as all invoices have been timely and accurate to date. We request reconsideration on this ranking.</p>		
E5	Did the contractor provide competitive change order pricing?	ranking = I
<p>EX - Change order quotes are reasonable, timely. Occasionally expands scope at not cost to City.          EE - Change order quotes are reasonable and timely; no unresolved issues          ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues          I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve.          U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with; many unresolved issues requiring much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p> <p>The contractor quotes has been observed to be on the higher side in comparison with what? please provide comparables. We request reconsideration on this ranking.</p>		
E6	Did the contractor accept responsibility for the full scope and extent of the contract?	ranking = I
<p>EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost.          EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments.          ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction          I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort.          U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort.          N/A - The question is not applicable to this evaluation.</p> <p>The contractor continuously argues over most of the issues and is found to be reluctant and no cooperative in helping to the resolution and has also walked out of a meeting without while discussing the issue of bike rings installation          .4S is feels they have been cooperative in assisting with project matters however the City takes the position that we are not cooperative if we believe that something is not in our scope. the City expectation, is we just pay for everything whether the scope is clear or not. We have expressed different opinions, and therefore should not be penalized for it, this is why the contract has dispute resolution processes in place. We request reconsideration on this ranking..</p>		
E7	Did the contractor coordinate to minimize disruption to the public and City operations?	ranking = I
<p>EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public.          EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public.          ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public.          I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources.          U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p> <p>The contractor has not been cooperative in providing assistance to the area residents and businesses and has been asking the City to pay extra for the contractors time of opening the fence to let out the customers and the residents.          .4S is obliging to the MOL regulations and should not be penalized for this. we request reconsideration on the ranking selected.</p>		



This is Exhibit "Z" referred to in the Affidavit of ROHIT BANSAL  
sworn March 28, 2017

  
\_\_\_\_\_  
*Commissioner for Taking Affidavits (or as may be)*

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

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**From:** Marc Marrone [mmarrone@sitedevelopment.ca]  
**Sent:** Friday, September 23, 2016 3:20 PM  
**To:** Mohammad Kashani  
**Cc:** Rohit Bansal  
**Subject:** College St - CPE 16ECS-TI-11SP response  
**Attachments:** CPE 16ECS-TI-11SP response (1).pdf

**Importance:** High

Hi Mohammad,

In response to the interim evaluation for the College st. project, I have attached our response, as we disagree with the evaluation and comments provided by the project manager. We ask that you review the attached and reconsider the rankings provided.

Regards,

Marco Marrone  
Four Seasons Site Development  
42 Wentworth Ct Unit #1  
Brampton, ON  
L6T 5K6  
Direct: 416 525-7099  
Office: 905 789-0111  
Email: [mmarrone@sitedevelopment.ca](mailto:mmarrone@sitedevelopment.ca)



# Contractor Performance Evaluation

version 1.2 - Feb 25-15

Final  
 Interim # 1  
 DATE: Sep 14/16

**CONTRACTOR:** Four Seasons Site Site Development  
**PROJECT NAME:** College Street Streetscaping Improvements

<b>DESCRIPTION:</b> Sidewalk Construction, Streetscape Improvements, on College Street and side Streets <b>CONTRACT No.:</b> 16ECS-TI-11SP <b>START DATE:</b> Jul 04/16 <b>CONTRACT VALUE:</b> \$3.45 Million <b>COMPLETION DATE:</b> Nov 04/16	<b>Ranking</b> <small>For definitions refer to Backup sheets</small> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>U</td> <td>I</td> <td>ME</td> <td>EE</td> <td>EX</td> <td>N/A</td> </tr> </table>	U	I	ME	EE	EX	N/A
U	I	ME	EE	EX	N/A		

**A. SAFETY & COMPLIANCE - Laws & Standards** sub-score 2.00 Weight 25%

1. Did the contractor comply with OHSA requirements?		✓				
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?		✓				
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?						✓

**B. QUALITY - Compliance with Contract Standards & Specifications** sub-score 1.60 Weight 25%

1. Did the contractor comply with standards and specifications in the contract?	✓					
2. Was the quality and workmanship in compliance with the contract documents?		✓				
3. Did the contractor promptly & effectively correct defective work as the project progressed?		✓				

**C. ORGANIZATION - Work Plan and Management** sub-score 2.38 Weight 12.5%

1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?		✓				
2. Did the contractor commence the work on time?			✓			
3. Did the contractor submit schedule updates in accordance with the contract?		✓				
4. Did the contractor adequately staff and resource the project in compliance with the contract?		✓				
5. Did the contractor provide adequate & competent site supervision?	✓					
6. Did the contractor effectively coordinate and manage the work of its subcontractors?			✓			
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?			✓			
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?			✓			
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?			✓			

**D. EXECUTION - Work Performance** sub-score 1.90 Weight 25%

1. Did the contractor complete the project on time?	✓					
2. Did the contractor follow the approved schedule and meet milestones?	✓					
3. Did the contractor provide effective quality control?		✓				
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	✓					
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?			✓			
6. Did the contractor seek authorization to perform extra or additional work?			✓			
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?		✓				
8. Was the quality and submission timelines of the following items acceptable?						
8.1 Look ahead schedules or work plans	✓					
8.2 Accurate and complete record documents (as-builts)						✓
8.3 Complete operations and maintenance manuals and closeout documents						✓
8.4 Secure and/or closed applicable municipal permits						✓
8.5 Startup testing and commissioning reports						✓
8.6 Training plan and manuals						✓

**E. ADMINISTRATION - Contractor Performance and Diligence** sub-score 1.88 Weight 12.5%

1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	✓					
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?		✓				
3. Did the contractor demonstrate accountability for problems for which they where responsible?		✓				
4. Did the contractor submit accurate, complete invoices in a timely manner?			✓			
5. Did the contractor provide competitive change order pricing?		✓				
6. Did the contractor accept responsibility for the full scope and extent of the contract?		✓				
7. Did the contractor coordinate to minimize disruption to the public and City operations?		✓				

**1.91 Total Score (weighted)**

	Name (Print or Type)	Signature	Date
<b>Project Manager:</b>	Shahid Virk		Sep 14/16
<b>Manager:</b>	Mohammad Kashani		Sep 14/16
<b>Director:</b> <small>(required for Final only)</small>	Frank Clarizio		

NOTE: if the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)

**EX - EXCEPTIONAL** - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.  
**EE - EXCEEDS EXPECTATIONS** - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent  
**ME - MEETS EXPECTATIONS** - Consistently met expectations in all essential areas of responsibility with few if any issues.  
**I - IMPROVEMENT NEEDED** - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  
**U - UNSATISFACTORY** - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

A SAFETY & COMPLIANCE - Laws & Standards		COMMENTS/BACKUP
A1	Did the contractor comply with OHSA requirements?  EX - Performance in this area can not be Exceptional EE - Strict compliance with OHSA requirements with no exceptions ME - Complies with OHSA requirements with very minor issues that are immediately remedied I - Inconsistent compliance with OHSA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OHSA contraventions and/or convictions N/A - The question is not applicable to this evaluation.	ranking = I The contractor was issued a compliance order by MOL and there has been report of harrasment/yelling at site order was given and 4S met the requirements before the time provided harasment allegation at site has not been proven through our investigation. Contractor is in full compliance of MOL, City standards and 4S policy and procedures. We request reconsideration on this ranking.
A2	Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?  EX - Performance in this area can not be Exceptional EE - Fully complies with environmental and (non-OHSA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems. ME - Complies with above. Minimal problems, if any. I - Inconsistent compliance with (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected U - Failure to adhere to environmental and (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; not responsive to directives; requires much additional staff time/resources N/A - The question is not applicable to this evaluation.	ranking = I Violent behavior has been reported at site including yelling by the site supervisor and poor house keeping no sweeping machine brought to site of work the above comments do not apply to this question. 4S has discovered 3 different locations throughout the site which had oil within the excavation. in doing our diligence, we stopped work and informed the CA/COT of the discovery and acted according to their instruction and ensuring we are also obliging to MOE requirements, which was the reason that we did not backfill at 820 College when directed by the City. We request reconsideration on this ranking.
A3	Did the contractor take adequate precautions with any hazardous materials and designated substances?  EX - Performance in this area can not be Exceptional EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = N/A This is applicable and should be considered as excellent, as we followed protocol, in informing the client immediately of the discovery and the location. this occurred in 3 separate instances. We request reconsideration on this ranking.

B QUALITY - Compliance with Contract Standards & Specifications		COMMENTS/BACKUP
B1	Did the contractor comply with standards and specifications in the contract?  EX - Strict adherence to contract documents. Approved variations added value. EE - Strict adherence to contracts documents especially standards and specifications ME - Some approved deviations but essentially in compliance with standards and specifications I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources. U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = U The contractor disputes the requirement of TS 3.80, the window wells repairs is not as per the specifications and the contractor is not in compliance with the work hours as per the contract Whether we are disputing the TS3.80 specification, we have not deviated from the specification and standards. We request reconsideration on this ranking.

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**EE - EXCEEDS EXPECTATIONS** - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent  
**ME - MEETS EXPECTATIONS** - Consistently met expectations in all essential areas of responsibility with few if any issues.  
**I - IMPROVEMENT NEEDED** - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  
**U - UNSATISFACTORY** - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

B2	<p><b>Was the quality and workmanship in compliance with the contract documents?</b></p> <p>EX - Superior workmanship and quality. Creative, approved substitutions add value.          EE - Workmanship is excellent and meets peak requirements of the contract documents.No rework.          ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required.          I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources.          U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>There are issues with the tree pit covers (size etc.) and pavers installation, the quality is not consistent and there are several deficiencies. The installation of the pavers is not satisfactory</p> <p>.The size of the tree pit covers do not have anything to do with 4S. the design changes were made and we have ordered product and built on site according to these changes.          .what is not satisfactory on the paver installation. we have received a deficiency list to date and the items mentioned are nominal. We request reconsideration on this ranking.</p>
B3	<p><b>Did the contractor promptly &amp; effectively correct defective work as the project progressed?</b></p> <p>EX - Performance in this area can not be Exceptional          EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality          ME - Timely responses to correct defective work. Quality of work is average.          I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources.          U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>The contractor did not fix the defective works as the project progressed</p> <p>We are fixing the defective work as we go. there is only the pavers that need to be rectified and this will be completed, once the tree grates are installed. we also have the corner of Rusholme accessible ramp to review, which is being contested, as this has been considered acceptable standard on many other projects within the City, current and past. We request reconsideration on this ranking.</p>

**C. ORGANIZATION - Work Plan and Management** **COMMENTS/BACKUP**

C1	<p><b>Did the contractor submit a satisfactory baseline schedule in compliance with the contract?</b></p> <p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project.          EE - Contractor submitted baseline schedule and all submissions on time and complete          ME - Contractor submitted majority of submissions and baseline schedule on time and complete          I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources          U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>The schedule update submissions were delayed</p> <p>. this question is only regarding the baseline schedule and the baseline schedule was submitted on time and was accepted by COT/CA. We request reconsideration on this ranking.</p>
C2	<p><b>Did the contractor commence the work on time?</b></p> <p>EX - Performance in this area can not be Exceptional          EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement          ME - Contractor mobilizes and commences work according to the contract requirement.          I - Contractor mobilizes and commences work according to the contract requirement with minor delay.          U - Contractor slow to mobilize and does not commences work according to the contract requirements, resulting in major delay.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p> <p>. 4S mobilized to site prior to receiving locates and pushed locators. the conventional method is to have locates in hand prior to mobilizing to site.</p>
C3	<p><b>Did the contractor submit schedule updates in accordance with the contract?</b></p> <p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project.          EE - The contractor submits schedule updates timely, accurate and in accordance with the contract          ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract          I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources.          U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>The contractor did not submit the updates as required/requested several times</p> <p>MM has submitted schedule updates on Aug. 8, Aug. 28, and Sept. 13. this information in the schedule is accurate and in accordance with the contract. Please reconsider the ranking given, based on the criteria noted on the left side of the page.</p>

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C4	<p><b>Did the contractor adequately staff and resource the project in compliance with the contract?</b></p> <p>EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project          EE - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, equipment always well maintained and available when needed.          ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays.          I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays.          U - Poorly staffed, equipment is not available or reliable constantly resulting in delays          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>The contractor did not put any crews for late hours work as required by the contract</p> <p>.4S has been committed to delivering this project on time and meet all milestones. we have committed a project coordinator, project manager along with a part time student to support the project schedule. As for crews, we maximized the number of crews during daytime hours to achieve the final completion date, in lieu of working late hours.          We request you to reconsider the ranking.</p>
C5	<p><b>Did the contractor provide adequate &amp; competent site supervision?</b></p> <p>EX - Exceptional site supervision anticipating problems and adding significant value to the project.          EE - Well staffed with highly qualified site supervision present to direct others as needed          ME - Qualified site supervision with necessary skill present to direct others as needed          I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources.          U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = U</p> <p>The site supervisor does not appear to have down town City work experience and he also appears to be reluctant to comply with the directions of the project staff. He has been observed to have a disrespectful attitude towards the City staff and has also been observed raising his voice from time to time. A few times the site supervisor has also failed to provide timely notice of concrete placements, hence created issues with quality assurance. It has been also reported by BIA that at several occasions the site supervisor has made negative remarks regarding the project.</p> <p>.4S site super has over 20 years experience in civil projects and is more than qualified to execute this project. that being said, there have been many unusual events thus far and have been difficult to navigate through, including for senior City staff. there are many people talking on this project, and again I encourage you to investigate the comments being made, as much of it is hearsay. we take exception to the comments made above and dispute this position, as our Super is the only person on site dealing with the matters head on, others including City reps. are avoiding the situations and only involving themselves when recording the outcome. We request reconsideration on this ranking.</p>
C6	<p><b>Did the contractor effectively coordinate and manage the work of its subcontractors?</b></p> <p>EX - Performance in this area can not be Exceptional          EE - Superior workmanship. Contractor effectively coordinates and manages the work of its subcontractors          ME - Minimal problems, the majority of coordination and management of subcontractors is good          I - The majority of coordination and management meets project requirements but moderate rework required. Requires some additional staff time/resources.          U - Contractor does not effectively coordinate and manage the work of its subcontractors and requires extensive rework. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p>
C7	<p><b>Did a person with decision-making authority represent the contractor at pay/progress meetings?</b></p> <p>EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project.          EE - Pay/Progress meetings always attended by decision-making authority          ME - Pay/Progress meetings usually attended by decision-making authority          I - Pay/Progress meetings mostly have sufficient representation by decision-making authority          U - Pay/Progress meetings have little or no attendance by decision-making authority          N/A - The question is not applicable to this evaluation.</p>	<p>rank = ME</p> <p>MM has represented 4S at all meetings and offered opinions and suggestions to design and potential changes on the project. We request reconsideration on this ranking.</p>
C8	<p><b>Did the contractor submit timely, relevant requests for information (RFIs) as needed?</b></p> <p>EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays.          EE - Timely, accurate and in accordance with contract          ME - Usually timely, accurate and in accordance with contract          I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources.          U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources.          N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p> <p>.All RFI's submitted to date, were done timely, accurate and in accordance with the contract. they were also sent in with anticipation, however it should be noted that when fast tracking a project, there still wont be much time to respond without affecting the task. We request reconsideration on this ranking.</p>

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C9	Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?	ranking = ME
<p>EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project.                  EE - Schedule and all shop drawings submitted on time and complete                  ME - Schedule and most shop drawings submitted on time and complete                  I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources.                  U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources.                  N/A - The question is not applicable to this evaluation.</p>		

D. EXECUTION - Work Performance	COMMENTS/BACKUP
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D1	Did the contractor complete the project on time?	ranking = U
<p>EX - Contractor exceeds contractual completion date.                  EE - Contractor meets contractual completion date with no extensions.                  ME - Contractor meets contractual completion date with approved extensions.                  I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources.                  U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources.                  N/A - N/A is to be chosen for all but the final evaluation once the project is completed.</p> <p>The contractor has made little or no efforts to achieve the timely completion of the projects initial phase and has considerably delayed the most crucial part of the contract</p> <p>.As per comments on the left side, N/A should be chosen for all but final evaluation once the project is completed. We request reconsideration on this ranking.</p>		

D2	Did the contractor follow the approved schedule and meet milestones?	ranking = U
<p>EX - Maintains an accelerated project schedule resulting in early completion of project before contract completion date                  EE - Meets all milestones and schedule.                  ME - Meets schedule and key milestones.                  I - Behind schedule and some key milestones missed. Requires some additional staff time/resources.                  U - Continually behind schedule and most key milestones missed. Requires much more additional staff time/resources.                  N/A - The question is not applicable to this evaluation.</p> <p>The contractor did not meet the schedule and or the milestones</p> <p>.This ranking is not taking into consideration any of the delays, which were not caused by the contractor. 4S has put a considerable effort in holding Milestone dates and final completion dates as per baseline schedule however we cannot control delays created by unknown conditions. We request reconsideration on this ranking.</p>		

D3	Did the contractor provide effective quality control?	ranking = I
<p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project.                  EE - Excellent QA/AC. Minor if any deficiencies which are corrected quickly. No additional staff effort required.                  ME - Adequate quality control. Few deficiencies which are corrected quickly                  I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct.                  U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct.                  N/A - The question is not applicable to this evaluation.</p> <p>The contractor has not submitted the quality control plan as requested under a field instructions</p> <p>.QC plan was previously submitted and attached herein. QC has taken place as per contract specification and all reports have been forwarded to prove results and testing. no deficiencies to date have been recorded. We request reconsideration on this ranking.</p>		

D4	Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	ranking = U
<p>EX - Performance in this area can not be Exceptional                  EE - Project site kept very clean and free of trash and debris                  ME - Most trash, debris cleaned up on a daily basis from project site                  I - Contractor periodically cleans up project site with minimal directive                  U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris                  N/A - The question is not applicable to this evaluation.</p> <p>The contractor has been sent field instructions for the site cleanliness due to number of complaints from the BIA and the area residents</p> <p>.Every time the CA fields a complaint, it is forwarded without any investigation from COT staff. most of these complaints are found to be without merit, once investigated.</p> <p>.All 4S staff carry garbage bags on their crew trucks and not only pick up their garbage but garbage belonging to the public, which is thrown into the work area. We request reconsideration on this ranking.</p>		

D5	Did the contractor promptly comply with change orders, change directives, change directives, site instructions, and RFQ's?	ranking = ME
<p>EX - Performance in this area can not be Exceptional                  EE - All change orders, change directives, site instructions, RFQ's responded to immediately                  ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents                  I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems                  U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQ's.                  N/A - The question is not applicable to this evaluation.</p> <p>.What has been delayed in coming to you? please provide comment, as we expect this to be excellent. We request reconsideration on this ranking.</p>		

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D6	Did the contractor seek authorization to perform extra or additional work? EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City. ME - Provides quote and proceeds only after approval received. I - Occasionally proceeds with work before quote reviewed and approved. U - Frequently proceeds with work without review or approval. N/A - The question is not applicable to this evaluation.	ranking = ME
D7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge? EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project. EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly. ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly. I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort. U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort.	The contractor refused to address complaints regarding the flooding issues for the adjacent properties .4S brought this problem up as a potential issue down the road prior to beginning construction and made its position known. the City chose to ignore our comments and then expected 4S to address complaints. We request reconsideration on this ranking.
D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	• Look ahead schedules or work plans	ranking = U
D8.2	• Accurate and complete record documents (as-builts)	ranking = N/A
D8.3	• Complete operations and maintenance manuals and closeout documents	ranking = N/A
D8.4	• Secure and/or closed applicable municipal permits	ranking = N/A
D8.5	• Startup testing and commissioning reports	ranking = N/A
D8.6	• Training plan and manuals	ranking = N/A
	EX - All submissions on time and of exceptional quality, adding value to the project. EE - All submissions on time and of excellent quality. ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly. I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources. U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources. N/A - The question is not applicable to this evaluation.	The submissions for look ahead schedules were not made in a timely manner All submissions were submitted on time and in good quality. this is what the ranking basis should be according to the left side of page. We request reconsideration on this ranking.

**E ADMINISTRATION - Contractor Performance and Diligence** **COMMENTS/BACKUP**

E1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders? EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract I - Communication with the contract administrator and all stakeholders poor and causes periodic problems. Requires some additional staff time/resources. U - Contractors communication with the contract administrator and all stakeholders poor and the cause of constant problems. Strongly impacts the success of the project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	The contractor has been no cooperative and have made several problems for the residents moving out and made ting difficult for businesses by allowing them to install their signs "that the business is open during construction". The contractors appears to be non-supportive of the businesses which are mostly very small businesses and their lively hood depends on these businesses .4S has gone over and above the contract specification to keep the public informed of interruptions to their entrances. We have also had many visits from the public to the site office and our personnel has dealt with them directly. We have also assisted many public including strollers, bikes and wheelchairs. we have also assisted 3 residents in moving in/out of their property however we have requested that the City inform the residence to move after work hours, as their is no parking lane available on site. We request reconsideration on this ranking.	ranking = U
E2	Did the contractor participate in resolving project problems and display initiative to implement solutions? EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve. I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.	There was some odour/smell in one of the area and despite isolating that area and moving to naother location, the contractor completely stopped all electrical . in response to above - the work was stopped in conformance with MOE legislation and the crew had no other work available to them at that point, meaning having the means and methods available to move onto that work without delay. 4S has played an active role in providing value engineering during the re-design of the tree trenches and the related details. We request reconsideration on this ranking.	ranking = I



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E3	<p>Did the contractor demonstrate accountability for problems for which they were responsible? ranking = I</p> <p>EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution.          EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution.          ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution.          I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve.          U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve.          N/A - The question is not applicable to this evaluation.</p>	<p>The contractor tends to keep on blaming the City for most of the issues which the contractor shall address e.g. the flooding in the basements of adjacent properties shall have been prevented by the contractors it has been resulted due to the construction work, however the contractor refused to take any measures to prevent the water entering through the excavations and wanted the City to pay for such work</p> <p>. as mentioned above, 4S tabled their concerns on this issue prior to start of construction and the City had ample opportunity to prevent such claims from the properties however they chose to ignore the comments made by 4S. the contractor should not be given a lower ranking on this basis alone. we request a reconsideration on this ranking.</p>
E4	<p>Did the contractor submit accurate, complete invoices in a timely manner? ranking = ME</p> <p>EX - Performance in this area can not be Exceptional          EE - No errors, accurate representation of work completed          ME - Few billing errors, quickly corrected and submitted          I - Some billing errors, corrected and submitted requiring some staff time/resources to resolve          U - Too many errors; frequent misrepresentations of completed work requiring much staff time/resources to resolve          N/A - The question is not applicable to this evaluation.</p>	<p>.We expect EE on this item, as all invoices have been timely and accurate to date. We request reconsideration on this ranking.</p>
E5	<p>Did the contractor provide competitive change order pricing? ranking = I</p> <p>EX - Change order quotes are reasonable, timely. Occasionally expands scope at not cost to City.          EE - Change order quotes are reasonable and timely; no unresolved issues          ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues          I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve.          U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with; many unresolved issues requiring much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>The contractor quotes has been observed to be on the higher side in comparison with what? please provide comparables. We request reconsideration on this ranking.</p>
E6	<p>Did the contractor accept responsibility for the full scope and extent of the contract? ranking = I</p> <p>EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost.          EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments.          ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction          I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort.          U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort.          N/A - The question is not applicable to this evaluation.</p>	<p>The contractor continuously argues over most of the issues and is found to be reluctant and no cooperative in helping to the resolution and has also walked out of a meeting without while discussing the issue of bike rings installation</p> <p>.4S is feels they have been cooperative in assisting with project matters however the City takes the position that we are not cooperative if we believe that something is not in our scope. the City expectation, is we just pay for everything whether the scope is clear or not. We have expressed different opinions, and therefore should not be penalized for it, this is why the contract has dispute resolution processes in place. We request reconsideration on this ranking..</p>
E7	<p>Did the contractor coordinate to minimize disruption to the public and City operations? ranking = I</p> <p>EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public.          EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public.          ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public.          I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources.          U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources.          N/A - The question is not applicable to this evaluation.</p>	<p>The contractor has not been cooperative in providing assistance to the area residents and businesses and has been asking the City to pay extra for the contractors time of opening the fence to let out the customers and the residents.</p> <p>.4S is obliging to the MOL regulations and should not be penalized for this. we request reconsideration on the ranking selected.</p>