

This is Exhibit "LL" referred to in the Affidavit of ROHIT
BANSAL sworn March 25, 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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SS.1.0 Terminology

Special Provision No. GN100S01

September 2012

For the purposes of this Contract, the term Special Provisions means Special Specifications as it relates to the order of precedence in the General Conditions of Contract clause GC 2.02.

The following notes refer to Special Provision numbers:

- Special Provisions with numbers containing an 'S' signifies no additional information has been added in the Special Provision.
- Special Provisions with numbers containing an 'F' signifies additional information has been added in the Special Provision.
- Special Provisions with numbers containing an 'M' signifies a modification has been made to the information contained in the Special Provision. Modified Special Provisions are printed in their entirety.
- Special Provisions with no number is special to the project.

SS.2.0 Construction Constraints

Special Provision No. GN102M01

September 2012

Construction Staging and Phasing

- 4-day period resurfacing schedule for Phase 2 – Stage 2b is subject to anytime between September 26-30, 2016. Contract Administrator to confirm.
- Between Yonge Street and Victoria Street, one lane operating alternating traffic directions and managed by a PDO at each intersection limit, will be maintained during the watermain and road resurfacing work. For all other locations within the contract limits, as a minimum, maintain one lane of traffic in each direction on Shuter Street during watermain and road resurfacing.
- Contractor to keep turn lanes up to 15.0m from the intersection, open to facilitate turn movements at the intersection, after the installation of the watermain. Contractor to backfill these areas temporarily with u-fill and/or steel plates.
- Access for local traffic and deliveries to sidestreets, business and residential units shall be maintained at all times.

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- Any work at the major intersections and from 15 m each way at St. Enoch Square lane and O'Keefe lane work must be completed on weekend between 9:00 A.M and 7:00 P.M and/or a weeknight between 9:00 P.M and 5:00 A.M. As a minimum, one lane of traffic in each direction must be maintained during weekend or weeknight work.
- A minimum of 2-crews at all times, must working simultaneously to complete the watermain installation during Stage 1 and Stage 2.

Phase 1 – Watermain Work		
Phase 1 to be completed by August 31, 2016		
<ul style="list-style-type: none"> • <u>Stage 1 - WATERMAIN</u> 	<ul style="list-style-type: none"> • <u>Stage 1a:</u> 	<p><u>Yonge Street to Victoria Street</u></p> <ul style="list-style-type: none"> - Watermain crew #1 (working simultaneously with Crew #2) <ul style="list-style-type: none"> - Working between Yonge Street. and Victoria Street. - Watermain replacement, large water service replacement, testing and upgrade substandard services. - Watermain trench must be partially restored with a minimum of 100mm asphalt, until resurfacing work is scheduled. - All lanes of traffic must remain open during watermain testing. - NOTE: due to all lanes of traffic remaining open during watermain testing, water sample points must be flushed with the existing road elevation and covered with steel plates as the contractor waits for the testing to be complete and passed..
	<ul style="list-style-type: none"> • <u>Stage 1b:</u> 	<p><u>Victoria Street to Bond Street to Church Street</u></p> <ul style="list-style-type: none"> - Watermain crew #2 (working simultaneously with Crew #1) <ul style="list-style-type: none"> - Working between Victoria Street and Church Street. - Watermain replacement, large water service replacement, testing and upgrade substandard services. - Watermain trench must be partially restored with a minimum of 100mm asphalt, until resurfacing work is scheduled. - All lanes of traffic must remain open during watermain testing. - NOTE: due to all lanes of traffic remaining open

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		during watermain testing, water sample points must be flushed with the existing road elevation and covered with steel plates as the contractor waits for the testing to be complete and passed.
<ul style="list-style-type: none"> <u>Stage 2 - WATERMAIN</u> 		<p><u>Church Street to Sherbourne Street</u></p> <ul style="list-style-type: none"> - A minimum of two crews, at all times. - Watermain replacement, large water service replacement, testing and upgrade substandard services. - Watermain trench will be partially restored with a minimum of 100mm asphalt, until permanent restoration work is scheduled. - All lanes of traffic must remain open during watermain testing. - Asbestos removal from trench.
<u>Phase 2 – Road Work and Permanent Trench Restoration</u>		
<u>Phase 2 to be completed by September 30, 2016</u>		
<ul style="list-style-type: none"> <u>Stage 1 – PERMANENT TRENCH RESTORATION</u> 		<p><u>Church Street to Sherbourne Street</u></p> <ul style="list-style-type: none"> - 2-way traffic to be maintained during trench restoration. - PDO required at each intersection limit.
<ul style="list-style-type: none"> <u>Stage 2 – ROAD RESURFACING</u> 	<ul style="list-style-type: none"> <u>Stage 2a:</u> 	<p><u>Victoria Street to Bond Street to Church Street</u></p> <ul style="list-style-type: none"> - Road resurfacing. - PDO required at each intersection limit. - 2-way traffic to be maintained during road resurfacing.
	<ul style="list-style-type: none"> <u>Stage 2b:</u> 	<p><u>Yonge Street to Victoria Street</u></p> <ul style="list-style-type: none"> - Road resurfacing and asbestos removal. - PDO required at each intersection limit. - 24-7 working hours over 4-day period for resurfacing, subject to confirmation with other construction activities and street events, between

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		<p>September 26-30, 2016. Exact date to be determined and confirmed by Contract Administrator.</p> <ul style="list-style-type: none">- One lane of traffic will remain open but will maintain 2-way alternating traffic to be maintained by PDO's at each intersection limit, for deliveries and garbage pick-up.
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1. **The Contractor shall provide a detailed construction phasing schedule at least two weeks prior to the commencement of construction.** The construction schedule shall highlight the key dates for street connections, water service connections, reconstruction of entrance/exits to hospitals and asphalt paving. 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 Construction schedule will be reviewed jointly by the Contractor, Contract Administrator and the Work Zone Coordinator and approval of the construction schedule shall be provided in writing by the Contract Administrator only after the phasing details, dates and coordination with the hospital/business/developers are agreed upon. 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
2. The Contractor shall give **7 days advance notice** for weekend or night closures to allow for watermain shut downs and service connections to prevent any inconvenience to the businesses and hospitals.
3. The Contractor shall note that when undertaking any construction work at the emergency and parking entrances to the Hospital, the driveway and adjacent concrete road base shall be construction in half widths so as to maintain access at all times to the Hospital. The Contractor shall provide at least **7 days** notice to the Hospital prior to undertaking any work at these locations. The Contractor shall schedule all work at entrances and exits on a weekend and shall provide appropriate traffic control persons and signage at each location.
4. The Contractor shall provide **7 days** notice to the nearby Hospital prior to undertaking any asphalt paving operation.
5. Access to all side streets and laneways must be maintained at all times. Affected properties are to be notified by the Contractor **72 hours** in advance of the scheduled work.

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The Contractor shall note that costs associated with coordinating, scheduling and staging of work around the hospital operations are incidental to the Project. No additional payment shall be made and no claims for delay shall be considered.

For this Contract, the general 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
*Sunday	9:00 a.m. to 7:00 pm (When approved by the Contract Administrator)
Civic/Statutory Holidays	9:00 a.m. to 7:00 pm

*Limitations to the above shall include:

- Milling and paving within all major intersection areas including signalized intersections shall commence on a Friday after 7:00pm followed by asphalt paving within the major intersections and signalized intersections on Saturday and Sunday if required.
 - If when paving on a Saturday, inclement weather or otherwise, prevents the Contractor from completing the work, then the Contractor shall continue paving on the next day (Sunday) in order to complete the work.
 - Any work if approved by the Contract Administrator on a Sunday shall occur between the hours of 9:00am to 6:00pm.
 - 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

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of normal working hours or on Sunday. The Contractor is to adhere to the Toronto noise bylaws.

3. The Contractor shall maintain uninterrupted TTC bus routes at all times during construction. The Contractor shall provide adequate temporary signs and proper access ramps for public transit passengers.
4. Lane widths shall be restricted to a minimum of 3.3 metres for lanes with a bus route or 3.1 metres otherwise and maintained during construction with "narrow lane" warning signage posted. Lanes shall be shifted and restriped if required.
5. 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.
6. All concrete works shall be completed before commencing any asphalt paving works.
7. Any noted base, concrete and utility cut repairs shall proceed within 24 hours of the milling operation.
8. Base paving shall proceed within 24 hrs of road repairs or milling operation and 48 hours after concrete road base in one direction of traffic has been completed and concrete strength test results are satisfactory to permit traffic.
9. Pavement markings shall be applied after all paving operations have been completed and before reopening of any lanes.
10. 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. All costs associated with work outside daylight hours are considered included in the appropriate tender items.
11. 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.
12. 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.
13. The connection of new water services shall be co-ordinated with the affected property owners and businesses, at least 48 hours prior to connection, with minimum inconvenience and delay to the property owners and businesses. The Contractor will be required to notify and co-ordinate with the property owners and businesses. The Contractor shall schedule the

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relocating and reconnection of watermains and water services to minimize the disruption of water supply. Services to businesses or residential buildings may require connection at night or on weekends. The Contractor shall include the premium cost of such connections in their contract price. Connection to business and institution shall be between **12:01 a.m. and 6.00 a.m.**

14. The Contractor shall be required to provide steel plates during non working hours over any trenches and any pipes exposed to ground surface (i.e. blow offs). Steel plates are to be countersunk, painted yellow, skid resistant and signed accordingly to warn vehicular, pedestrian and cyclist traffic.
15. Echelon paving shall be used for paving all top asphalt layer. The use of a Materials Transfer Vehicle (MTV) or approved equal is mandatory for all paving (base and top asphalt layers).
16. The Contractor shall provide a mechanical sweeper during all lane closures to clean the road surface prior to the application of pavement markings and to remove dirt and debris from lanes that will be open to traffic following various closures.
17. The contractor shall be responsible for all associated cost such as Pay Duty Police Officer(s) and additional flag persons etc. required to complete the work.
18. It should be noted that numerous events occur in the surrounding area of this contract. These events may impact the Contractor, and may impact their (and is not limited to) construction schedule, security of their materials and equipment, material delivery, traffic control, and their construction methodology. The preliminary dates are as noted below, and are subject to modifications and additions (up to 2 additions that may be added at the City of Toronto's discretion). Details of each event can be found at www.toronto.ca/transportation/events.htm.

Yonge Street

*No work shall be Schedule at the intersection with Yonge Street during any of the events outlined as follows:

<u>Date:</u>	<u>Description, Location and Limits:</u>
• June 12,	• TO City Games –2016 – sporting event on Yonge St, from Dundas St to Shuter St (may close as far as Queen St)
• July 1, 2016	• Canada Day – Living Flag – festival celebrating the Canadian flag on Yonge St, from Dundas St to Queen St

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<ul style="list-style-type: none"> • July 3, 2016 	<ul style="list-style-type: none"> • Pride Parade – parade will end at Dundas St East near Victoria St where the parade participants (pedestrians) will turn south and walk down on Victoria Street to Shuter St to disperse.
<ul style="list-style-type: none"> • July 4, 2016 	<ul style="list-style-type: none"> • Massey Hall – Brian Wilson
<ul style="list-style-type: none"> • July 5, 2016 	<ul style="list-style-type: none"> • Massey Hall - Maxwell
<ul style="list-style-type: none"> • July 9, 2016 	<ul style="list-style-type: none"> • Lovin' Local Food Fest – Yonge St, from Dundas St to Shuter St (may close as far down as Queen St) in addition to using Victoria St, west curb lane, from Dundas St W to Dundas Square (may go as far as Shuter St)
<ul style="list-style-type: none"> • July 19, 2016 	<ul style="list-style-type: none"> • Massey Hall – Brian Ferry
<ul style="list-style-type: none"> • July 24, 2016 	<ul style="list-style-type: none"> • Youth Day –Yonge St, from Dundas St to Shuter St (may close as far as Queen St) in addition to using Victoria St, west curb lane, from Dundas Square to Shuter St
<ul style="list-style-type: none"> • August 1 - September 9, 2016 	<ul style="list-style-type: none"> • Cadillac Fairview – Toronto Eaton Centre - Back to school shopping season
<ul style="list-style-type: none"> • August 10 - September 30, 2016 	<ul style="list-style-type: none"> • Cadillac Fairview – Toronto Eaton Centre - <u>Nordstrom Flagship Opening & Pre Events</u> – Opening of Flagship store and many related special pre-events.
<ul style="list-style-type: none"> • August 16, 2016 	<ul style="list-style-type: none"> • Massey Hall – The Go-Go's
<ul style="list-style-type: none"> • September 16, 2016 	<ul style="list-style-type: none"> • Cadillac Fairview – Toronto Eaton Centre - <u>Nordstrom Flagship Opening</u> – Opening of Flagship store
<ul style="list-style-type: none"> • August 21 and September 25, 2016 	<ul style="list-style-type: none"> • Open Streets TO — close Yonge St from Bloor St to Queen St in addition to Bloor St East and West but still up for discussion as to how far on Bloor St
<ul style="list-style-type: none"> • September 8 - 18, 2016 	<ul style="list-style-type: none"> • Toronto International Film Festival (TIFF).

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<ul style="list-style-type: none"> • September 9, 2016 	<ul style="list-style-type: none"> • Massey Hall – John Prine
<ul style="list-style-type: none"> • November 12, 2016 	<ul style="list-style-type: none"> • Illuminite – Tree lighting ceremony at Yonge-Dundas Square – Yonge St, from Dundas St to Queen St

The above events are subject to change. Any changes will be provided as updates to the Contractor.

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.

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

SS.3.0 Capital Improvement Project Construction Sign

Special Provision No. GN101F01M

November 2015

The Contractor is responsible for the fabrication, installation, relocation and maintenance of the project construction sign. The signs must be in place prior to the commencement of the Work. Signs should be located near entry and exit points or at the beginning and end locations of the project. Signs should be posted in the area where the work is taking place and visible to the public. The Contractor shall in consultation with the Contract Administrator, determine the appropriate location taking into account obstructions and sight lines. Upon the completion of the project, the Contractor shall remove and dispose of the signs.

The following information shall be shown on the construction signs:

Field	Description	Text
1: Project Title		Major Road Resurfacing and Watermain Replacement on Shuter Street.
2: Project Details		Watermain Replacement from Yonge Street to Sherbourne Street and Major Road Resurfacing from Yonge Street to Church Street.
3: Start Date		July 2016
4: End Date		September 2016
5: Contract Number		16ECS-TI-18SP

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The design layout and specifications for the Capital Construction / Improvement Sign can be found by going to [Engineering and Construction Services](#) web page.
Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.

SS.4.0 Portable Changeable Message Sign

Special Provision No. GN127S01

April 2014

SCOPE

This special provision details the requirements for trailer mounted Portable Changeable Message Signs (PCMS). The Contractor shall supply and place the signs one week in advance of the Work.

REFERENCES

This Special Provision refers to the following standards, specifications or publications:

National Transportation Communications for ITS Protocol (NTCIP):

NTCIP 1203 v02 Dynamic Message Signs

DEFINITIONS

For the purpose of this Special Provision, the following definitions apply:

Pixel: means an assembly of LEDs that collectively form an image-forming unit. All LEDs in a pixel are turned on or off in unison.

PCMS: means trailer mounted, Portable Changeable Message Sign that includes sign structure, sign case, display elements, photocell sensor, CMS controller, and all other associated mechanisms and equipment required to form an operational display.

EQUIPMENT

Display

The PCMS display panel shall meet the following ~~conditions~~ dimensions:

Width: 1000 to 1400 mm
Height: 1900 to 2300 mm

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The PCMS shall incorporate a full matrix display of a minimum 30 x 55 pixels with 4 LEDs per pixel. The PCMS shall be capable of displaying a minimum of twelve (12) characters per line at a minimum of three (3) lines per panel.

The PCMS display shall be capable of rotating 360 degrees for multiple display options.

The PCMS shall incorporate a photo sensor system to provide automatic control of the display luminance as a function of the ambient illumination level. Messages displayed on the PCMS shall be legible from 50 to 300 metres in all ambient light conditions.

Signcase

The display elements and associated electronics shall be housed in weather-tight aluminum housing, designed to provide protection from solar radiation, water, dust, dirt and salt spray.

The sign face shall be constructed of non-glare, scratch resistant, high impact, ultraviolet radiation stabilized, polycarbonate sheeting. The polycarbonate sheets shall be hinged and prop rod secured to allow easy access to internal sign components for service and repair.

Trailer Mounting

The maximum dimensions of the Portable Chargeable Message Sign while in display mode shall be as follows:

Maximum overall operating height = 4.3 m
Maximum overall width = 2.0 m
Maximum overall length = 3.8 m

Transportation

The PCMS shall be designed for towing at highway speeds. The PCMS shall incorporate a 50mm coupler or 75 mm pintle eye for easy towing and shall be adjustable in height from ground level.

Security

Wheel locks and other measures shall be provided to maintain the security of the PCMS on site. The sign case, battery enclosures and controller enclosures shall each be securely locked. Three (3) sets of master keys are to be provided for all locked components. The trailer should have a provision for securing it with a permanent structure or fixed object by a chain and lock. The PCMS shall be supplied with a chain and padlock.

The enclosure shall allow storage area for the chain/padlocks/wheel locks, etc. to be stored when not in use.

Lighting System

A 12 VDC lighting system shall be provided for the PCMS trailer and shall include tail lights, stop lights, clearance markers and license plate lights.

Paint

The PCMS and trailer assembly shall be painted construction orange.

Electrical System

All electrical/electronic components shall be of modular, interchangeable, plug-in type fabrication and shall be standard manufacturers' components and CSA certified, where possible. If no CSA standards are available for a proposed component, other standards organization certification may be substituted with the approval of the Construction Administrator.

The PCMS shall be designed to continuously operate on solar power and deep cycle batteries such that there is no requirement for external charging. The fully charged deep cycle battery pack shall be capable of powering the PCMS for 21 consecutive days (with 24 hour operation, full intensity, and at 50% pixel operation) without charging from the solar panel or any external source.

Local Control Hardware

The local controller for the PCMS shall be fully NTCIP compliant and shall be powered by the 12V DC battery system. The local controller shall have a high contrast LCD display screen and a standard 84 keyboard with a flexible waterproof cover or a high contrast or colour LCD pressure-sensitive display screen or a hand held controller capable of quick programming.

PCMS Software

All message operations for the PCMS are to be controlled locally.

CONSTRUCTION

The signs shall provide up-to-date information regarding the Work, road closures and delays to the travelling public. The message shall be reviewed and updated on a daily basis in order to provide accurate information to the public. The wording of all messages on each sign shall be approved by the Contract Administrator.

MEASUREMENT FOR PAYMENT

Measurement of PVMS shall be by each for the maximum number of units required to be in operation at any one time during the Contract Time.

BASIS OF PAYMENT

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the work. Payment shall include supply, place, operate, maintain, relocate and removal of the PCMS units.

SS.5.0 Construction Advisory Signs

Special Provision No. _____

The Contractor shall be responsible for the supply, installation, maintenance and removal of advisory signs, black font on orange plywood (maximum 1200mm x 1200mm x 12.7mm thick plywood) for the closure of lanes. The City will provide the Contractor with the wording for the sign and the locations to be installed.

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.

SS.6.0 Pre-Construction Photos and Videos

Special Provision No. GN114S01

September 2012

The Contractor shall provide the Contract Administrator photos and videos in digital format of every property within the Working Area. Photos and videos of driveways, gardens, walls, fences and walkways affected by the construction should be taken. The digital photos and video shall be used by the Contract Administrator to verify that the restoration of any affected areas is restored to pre-construction conditions.

Should the Contractor not have pre-construction photos/video of the area being restored, shall in no way, relieve the Contractor of any responsibility to complete the restoration to match existing conditions to the complete satisfaction of the Contract Administrator and the property owner.

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.

SS.7.0 Pre-Construction & Post Construction Condition Survey

Special Provision No. GN116S01M

September 2012

The Work performed under this tender item shall be the completion of a site pre-construction condition survey of all properties adjacent to the proposed work at the following locations:

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- Shuter Street from Yonge Street to Sherbourne Street.
- Shuter Street from George Street to Sherbourne Street (north side) – vibration monitoring during watermain installation.

The survey shall be completed by an independent consulting engineer with documented experience, as a third party, in interior and exterior condition surveys of structures near construction operations.

The pre-construction condition survey shall be completed prior to the start of the Work, and shall be conducted on all businesses and residences immediately located within, adjacent to, or within 30 metres of the Work area.

The pre-construction condition survey consists of the following activities:

- Survey data shall be recorded in a written and by photographic means, as deemed necessary for proper record;
- The type and date of construction shall be recorded;
- Differential settlements and visible cracks in walls, floors and ceilings shall be identified and described room by room. All other structural or cosmetic damages shall be identified and recorded;
- All driveways, walks and stairs shall be inspected and any existing damage shall be recorded; and
- Completion of a report indicating properties inspected, refusals of entry and an evaluation of potential hazards.

The third-party Consultant is required to make up to three attempts to contact each property to set up an arranged meeting to complete the survey with the resident or property owner. At least one of these attempts is to be made outside of working hours (i.e. on a Saturday, or weekday evening).

Following delivery of survey notices and preliminary attempts to contact property owners, the Contractor shall provide the Contract Administrator with an intermediate report detailing attempts to contact property owners and responses.

Upon the completion of the survey, the Contractor shall provide the Contract Administrator with a log of all dates the properties were visited, which properties were surveyed, and which properties refused survey.

When requested from a resident, the third party Consultant is to provide a copy of the condition survey and photos to the City which will be forwarded to the property owner belonging to the

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surveyed property. All costs associated with such a request shall be included in the appropriate item in the Pricing Form for Pre-Construction Condition Assessment.

During the Work, the Contractor shall complete vibration monitoring at the properties and other specific locations should issues arise with any business or residence located within the area of the Work. The Contractor shall notify the Contract Administrator the dates and locations where the vibration monitoring is to take place. All vibration monitoring shall be in accordance to City of Toronto By-Law No. 514-2008.

All costs for any required vibration monitoring, interim condition surveys, or post-construction inspection surveys shall be included as part of the item and include full compensation for all labour, Equipment and Material to do the Work. No separate payment shall be paid.

Upon the completion of the surveys and the monitoring, the Contractor shall provide four (4) copies of the condition survey or monitoring report to the Contract Administrator.

The same third-party Consultant shall complete the pre-construction condition and any required vibration monitoring or post-construction condition surveys. No additional cost shall be paid for complying with these requirements.

The post-construction condition survey shall be completed on all residences and businesses that have reported issues as a result of the Work. The post-construction survey shall inspect any damage that may have occurred as a result of the Work.

In the event of any claims for damages because of the construction, the consulting engineer shall supply post-construction condition surveys and accompanying reports for up to and including 10 properties at no additional charge to the City. Additional payments shall be negotiated if more than 10 post-construction surveys are required.

The Contractor shall be responsible for dealing with and settling any claims that may result. The Contract Administrator shall be kept informed of all claims received and the status of the claims. The Contractor shall be responsible for all damage due to Construction. The Contractor shall indemnify the Owner against any claims by abutting property owners for damages sustained due to any construction activities.

All surveys and reports shall be made available to the Contract Administrator. A Construction Notice on City of Toronto letterhead shall be prepared by the Contract Administrator advising of the pre-construction condition survey. These notices shall be hand delivered by the Contractor to all affected owners and occupants.

Payment at the lump sum contract price bid shall be full compensation for all labour, equipment and materials required to do the work, including vibration monitoring during watermain installation.

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S.8.0 Notices to Public

Special Provision No. GN113F01M

September 2012

A minimum of three notices shall be distributed to property owners or occupants that will be affected by the Work. Notice No. 1 shall be delivered by the City. Notices No. 2 and No. 3 shall be delivered by the Contractor. The Contractor shall maintain a log record of notices delivered by the Contractor and follow-up activities by the Contractor at each property throughout the Contract Time.

Notice No. 1 (Public Notice)

A Public Notice, delivered by the Contract Administrator that includes a brief introduction to the upcoming construction contract and indicates the name and contact phone number of the Contract Administrator. Notice No. 1 shall be delivered by the Contract Administrator to all properties within the contract area in advance of the start of on-site activities by the Contractor.

Notice No. 2 (Construction Notice and Construction Notice Updates)

A Construction Notice including any subsequent Construction Notice Updates, delivered by the Contractor that includes a detailed description of the upcoming construction work and indicates the name of the Contract Administrator and company name and contact phone number of the Contractor, including any details of periodic interruptions of water service, details of temporary water service connections and so on. Notice No. 2 may include information sheets from the City for the property resident. Notice No. 2 shall be delivered to all affected properties in the contract area 7 Days before any temporary bypass lines, temporary water services or excavations takes place. Delivery of Notice No. 2 should be zoned based on the construction activities and therefore may be distributed separately for different construction zone areas. The Contractor shall produce the required number of copies for distribution of the Construction Notice including any information sheets.

Notice No. 3 (Contractor Notice)

A Contractor Notice, delivered by the contractor that advises the property resident of the opportunity to obtain a price for the replacement of the water service on the private side by the contractor. Such work is between the contractor and the property owner and is not related to the Contract or the City. Notice No. 3 shall be delivered to all affected properties once construction activities have started and may be delivered by construction work zones using separate delivery schedules. The contractor shall produce the required number of copies for distribution of the Contractor Notice.

SS.9.0 Construction Survey and Layout

Special Provision No. GN126S01

May 2013

This special provision for survey and layout is supplemental to clause GC 7.02.01 Layout by Contractor.

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 provide a hard copy of the Contract Drawings to the Surveyor who will conduct or supervise the construction survey and layout.

The City will provide to the Surveyor a digital copy of the Contract Drawings in a read only format for the purpose of creating layout reports to enable field layout of the Project.

Prior to the commencement of the survey and layout, the Contractor, the Surveyor and the City shall meet to review, establish and confirm the following:

1. staging of construction;
2. layout sequencing, optimum location and preservation of all reference points; and
3. sequencing of construction, that is to say the order of removal and replacement of surface and sub-surface services and infrastructures.

Use of Global Positioning System (GPS) technology for the performance of survey and layout is not permitted.

Layout survey must be integrated into the existing horizontal and vertical control network and must be geographically referenced to the Ontario Coordinate System (MTM NAD27/CGS 1928).

The control and sub-control points established during the pre-engineering phase of the Project shall be used, and all of which must be verified and preserved over the course of the Contract.

The horizontal and vertical stations along the alignment shall be established at an appropriate offset and frequency to enable the accurate construction of the proposed features. The grade layout shall be carried out at no further apart than 20 m and where grade/direction changes occur.

All match points shall be verified and align with the existing conditions.

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The grades of the constructed features shall be confirmed before proceeding to the next stage of work.

Any conflict or inconsistencies found between the Contract Drawings and the existing physical conditions shall be reported to the Contract Administrator immediately, and the survey and layout work shall be suspended until further directed by the Contract Administrator.

All readings and measurements taken during the survey and layout, including the following, must be properly recorded—in digital format with supplemental hard copy where necessary—and maintained for verification and future reference:

1. all control and sub-control points;
2. all horizontal and vertical stations;
3. layout/offset points;
4. grade sheets and field notes; and
5. information required for the preparation of as-built drawings ("Survey" column of Field Services Manual *Appendix E - As built Features Requirements*, Attachment 1 of this Section 4A).

A copy of the records produced shall be stored by the Contractor on site and be accessible to the Contract Administrator at any time.

The Contractor shall submit grade sheets to the Contract Administrator within 7 Days of completion of layout. No payment for the survey and layout services will be made until the grade sheets are received and deemed acceptable by the Contract Administrator.

SS.10.0 Access to Site

Special Provision No. GN103S01

September 2012

The Contractor shall be responsible for all re-grading of existing roads, landscaping and access routes to suit the purposes for site access. The Contractor shall also be responsible for the restoration of all existing roads, fencing, guard rails and landscaping to pre-construction conditions or better. Any damage to trees or other property caused by the Contractor's site access shall be corrected at no extra cost to the City.

Equipment and Material shall be stored in designated areas. Notwithstanding the foregoing, the Contractor shall at no extra cost to the City remove any Equipment or Material, which in the Contract Administrator's opinion, constitute a hazard to traffic or pedestrians.

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The Contractor shall plan and schedule the routes of construction and delivery vehicles to, from and within the job site, so that vehicular movements are accommodated with minimum interference and interruptions to public traffic. Access routes shall be established to allow vehicles to merge with public traffic to avoid crossing traffic lanes.

The Contractor shall obtain the Contract Administrator's prior approval for the location of any construction access points. The Contract Administrator reserves the right to alter, reject or close same, as considered necessary. The Contractor shall provide suppliers of Equipment and Material with the location and proper use of the access points.

The Contractor is advised that no construction equipment or vehicles shall be permitted on any adjacent lands unless the Contractor has obtained written permission from the applicable property owners. All areas used by the Contractor for access or storage shall be restored to their original condition at no extra cost to the City.

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

SS.11.0 Access to Properties

Special Provision No. GN104M01

September 2012

Access to all side streets and laneways must be maintained at all times. Affected properties are to be notified by the Contractor 72hours in advance of the scheduled work.

Further to General Conditions of Contract clauses GC 7.07, GC 6.01 and GC 6.02, The Contractor shall direct their operations to minimize any inconvenience to the owners or occupants of the affect properties. The Contractor shall supply, place and compact granular material or hot mix asphalt or both to provide ramps for temporary driveway access and to provide safe and pothole-free access along roadways under construction.

In the event that in providing vehicular access, the installation of the sidewalk, driveway aprons and related road curb is carried out half driveway at a time, the Contractor shall not be compensated for any hand labour or concrete under-load charges. The Contractor shall be compensated for 'hi-early' strength concrete premiums for this type of work, if required.

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

3.12.0 Dust and Mud Control

Special Provision No. GN105S01

September 2012

The Contractor shall be responsible for taking all necessary measures required to keep the job site clean from dust and mud from construction operations and under no circumstances shall it cause inconvenience to adjacent properties and the general public. Should the Contractor fail to comply with this requirement, the Contract Administrator may, 12 hours after having given notice in writing to the Contractor, arrange for the necessary work to be undertaken. The costs of such Work shall be completed at the Contractor's expense and at no extra cost to the City.

Where conditions are such that mud is tracked onto existing pavement or sidewalk or onto adjacent streets, the Contractor shall clean all fouled pavement and sidewalk at least daily to the satisfaction of the Contract Administrator.

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

SS.13.0 Supply Crowd Control Barriers

Special Provision No.

The unit price bid for this item shall include the work of supplying, locating, erecting, maintaining, relocating and removal of crowd control barriers throughout the duration of the contract.

Pedestrian traffic is to be controlled by the use of interlocking metal barriers, unless otherwise directed by the Contract Administrator. Metal barriers shall be 1.8 m high, as per Ministry of Labour requirements. Pedestrians shall be fully restricted from all work areas and vehicular traffic, except at designated crossings. The location of crowd control barriers shall be approved by the Contract Administrator.

The fencing shall be maintained in an upright and secure condition such that they remain fully functional for the duration of construction.

Payment at the contract price bid shall be full compensation for all labour, equipment and materials required to do the work. Payment will be made as follows:

- 50% for the supply and installation
- 50% for the maintenance, relocations and removal

SS.14.0 Crowd Control

Special Provision No.

If pedestrians are to be directed onto the closed traffic lane to facilitate the construction, or for any other reason, the Contractor shall supply and place two (2) sections of full height temporary locking concrete barriers at the leading taper section. The concrete barriers shall be placed from the existing curb face to within 0.5 m of the travelled portion of the roadway. The concrete barriers shall be placed in such a manner as to create the least obtrusive angle to the direction of vehicular traffic and shall not exceed an angle of 45 degrees or greater. The concrete barriers shall be connected, if possible, to the interlocking metal barriers to form a continuous barrier between the pedestrians and the vehicular traffic.

Low Pedestrian Volumes

On minor streets with low pedestrian volumes, the Contractor shall direct pedestrians, by the use of signs and barricades, to use the sidewalk on the opposite side of the ongoing construction. During the reconstruction of the pavement, the Contractor shall ensure that all sidewalks are clear of debris and fully open to pedestrian traffic.

Moderate and High Pedestrian Volumes

On all streets with moderate or high pedestrian volumes, the Contractor shall control the pedestrian traffic by use of interlocking metal barriers and TC-54 Barrels with rail and/or tape.

Pedestrians shall be fully restricted from all vehicular traffic by the use of interlocking metal barriers. The Contractor shall provide openings in the metal barrier at designated crossings only, or as directed by the Contract Administrator.

Pedestrians shall be fully restricted from the work zone by the use of crowd control metal barriers. Within 15 metres of all intersections or as directed by the Contract Administrator, the TC-54 Barrels with rail and/or tape shall be replaced with interlocking metal barriers.

There is no separate payment for this item and all cost for crowd control shall be included in the respective bid prices. No additional payment shall be made.

SS.15.0 Pedestrians

Special Provision No.

The Contractor will provide a pedestrian management plan to be reviewed by Contract Administrator. The plan shall include work zone separation areas from pedestrian designated areas with crossing locations and appropriate signage to direct pedestrians.

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The Contractor must make provisions for the safe passage of pedestrians through the work areas at all times. This may involve the erection of snow fence, temporary bridging or other temporary walkway facilities as required by the City.

Pedestrian through traffic and pedestrian access to all properties will be maintained at all times. Any necessary temporary pedestrian access shall be on hard surfaces only.

Satisfactory facilities for pedestrians entering and existing all premises within limits of construction and for crossing at corners / road intersections must be provided at all times.

All pedestrian access, including access to properties, shall be of adequate width and properly ramped to accommodate wheelchairs.

Should the Contractor choose to construct wooden ramps / bridging to provide temporary access to properties, the City reserves the right to insist on metal ramps / bridging if the City deems the Contractor's wooden ramps to be unstable, unsafe, or otherwise unsuitable for use.

At no time shall pedestrians be directed onto excavated, granular or unshrinkable fill surfaces.

Qualified traffic control person(s) must be provided to guide pedestrian traffic, when required.

Sidewalk cuts shall be backfilled or plywood-covered with sufficient strength for pedestrian traffic during non-working hours.

Pedestrian Crossings

All pedestrian crossing facilities such as crosswalks, pedestrian crossovers, etc., must be fully maintained unless otherwise agreed to by the City.

If the sidewalk or protected crossing is closed, adequate signs must be installed so that pedestrians are at all times directed to cross at the nearest available protected crossing or, during working hours, at the nearest unprotected crossing that is manned by a paid duty police officer.

Signs shall also be installed at side streets on approach to the work area so that pedestrians are properly directed to the nearest available protected crossing or, during working hours, the nearest unprotected crossing that is manned by a paid duty police officer.

Discussions between the City and the Contractor shall occur prior to the start of construction to confirm the wordings to be used for signs to direct pedestrians.

Payment for these specially-made signs for pedestrian notification and control shall be included in the lump sum item for traffic control with no additional payment to be made.

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Pedestrians shall be fully restricted from all vehicular traffic and from the work zone by the use of interlocking metal crowd control barriers. The Contractor shall provide openings in the metal crowd control barriers at designated crossings only, or as directed by the City.

All costs related to the Contractor abiding by the requirements of this Special Specification shall be included in the related items of work. No separate payment shall be made to complete this work.

SS.16.0 Traffic Control

Special Provision

October 2015

The Contractor is responsible for the provision of the Control of Traffic during construction as outlined in Specification TS 1.00 plus modified/specified in other parts of Tender Call, Pricing Form, or Special Specifications.

The Contractor is to provide the following as part of the Traffic Control:

1. A Traffic Control Person (TCP) is to be provided for the duration of work from:
 - Yonge Street to Church Street
 - Phase 1 – Stage 1 – Watermain; and
 - Phase 2 - Stage 2 – Road Resurfacing.

solely for managing the other construction vehicles in the vicinity; in addition to the contract requirements, as per the Contract Administrators direction.

2. In addition to the provision of Paid Duty Officers, (PDO), the Contractor is to provide up to 200 hours of traffic management for traffic detoured around the construction site due to work within the intersection, etc., as per the Contract Administrators direction in accordance with the schedule of the construction work.

The Contractor will be responsible for the installation and maintenance of signage and barricades around and adjacent to the work area to alert and protect the general public from construction hazards and to advise of changed conditions.

The Contractor shall ensure all Road Notifications are filed with TMC Dispatch for various lane and road closures, time restrictions, etc.

The unit bid price for traffic control and safety equipment is for providing, installing and maintaining the signs, including, but not limited to, all required Construction Advisory Signs, barricades, flashers, snow fences, flexible barrels, temporary pavement marking, traffic control persons, etc. required to carry out this work in accordance with the Ontario Traffic Manual: Book

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7 during all phases of construction. All sign bases are to be sandbagged. All barricades in place outside of daylight hours are to have flashers.

The Contractor will also conform to the following requirements:

- 1) The Contractor will provide a traffic management plan to be reviewed by Transportation Services. No claim for delay or expense shall be considered due to the rejection or revision to the traffic management plan.
- 2) The Contractor will provide a pedestrian management plan to be reviewed by Contract Administrator. The plan shall include work zone separation areas from pedestrian designated areas with crossing locations and appropriate signage to direct pedestrians.
- 3) Construction within any signalized intersection including pedestrian cross-over (PXO) requires Paid Duty Police Officers (PDO). More than one PDO may be required at an intersection. The Contractor shall coordinate to arrange all PDO services. Payment for this service shall be included in the Traffic Control item in the Pricing Form. No additional payment shall be made to meet this requirement.
 - Intersections:
 - Watermain Work and Road Resurfacing, the provision of PDO's at a minimum:
 - Yonge Street to Victoria Street – 1 PDO at each intersection limit.
 - Victoria Street to Bond Street – 1 PDO at each intersection limit.
 - Bond Street to Church Street – 1 PDO at each intersection limit.
 - Church Street to Dalhousie Street – 1 PDO at each intersection limit.
 - Dalhousie Street to Mutual Street – 1 PDO at each intersection limit.
 - Mutual Street to Jarvis Street – 1 PDO at each intersection limit.
 - Jarvis Street to Sherbourne Street – 1 PDO at each intersection limit.
- 4) "Construction Ahead" signs with tab signs, such as "Road Closed" and "Local Traffic Only," appended shall be placed at all points of ingress and egress of the working area;
- 5) The Contractor is to backfill or make safe otherwise all excavated areas not backfilled, at the end of the day ensuring that the road is accessible to traffic as per approved traffic control plan.
- 6) Emergency access must be maintained at all times during construction. The Contractor shall co-ordinate his work such that the emergency vehicles (Fire, Ambulance and Police) are able to reach any property at all times.
- 7) All Hospital entrances, driveways including emergency vehicle entrances must be maintained at all times during construction. The Contractor shall co-ordinate his work such that the all hospital entrances are accessible at all times.

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- 8) Access to all properties, residential and commercial, must be maintained at all times. Any work across driveways shall be done in a manner that will ensure continuous and unimpeded flow of vehicular traffic;
- 9) Uninterrupted pedestrian traffic shall be maintained all times on both side of the street during construction.
- 10) Uninterrupted TTC bus routes shall be maintained at all times during construction. The Contractor shall provide adequate temporary signs and proper access ramps for public transit passengers.
- 11) In order to minimize safety concerns, materials and equipment must be confined to one side of street only and stored so as not to interfere with flow of traffic and visibility, in particular, at street corners and bends.
- 12) All sidewalk cuts shall be back-filled or plywood covered with sufficient strength for pedestrian traffic during non-working hours;
- 13) All open cuts, when not under construction, are to be covered with counter-sunk steel plating with non-skid surfaces. Appropriate signs are to be posted advising of the presence of the plates. The plates must be secured to the pavement and be of sufficient thickness and strength to support the traffic. The plates are to be placed on a layer of burlap to avoid any excessive noise. The plates must also overlap the sides of the trench by 0.3m. The plates shall be recessed into a 300mm x 40mm deep step joint and filled with a compacted layer of 40mm HL3 asphalt. The cost of supplying, installing and maintaining steel plates is to be reflected in the unit bid prices of related works of the contract;
- 14) Additional traffic control or signage may be required as directed by City of Toronto Transportation Services, if required.
- 15) All temporary required ramping shall consist of HL-8 hand laid to provide smooth transitions between uneven asphalt edges. The Contractor shall be responsible for the supply, placement, maintenance and removal of all temporary ramping for the duration of the contract. Temporary ramping shall extend 0.9 m from any joint or utility frame, but shall not exceed 6% slope of proposed asphalt.
- 16) Street Occupation Permits must be obtained by the Contractor to store materials and/or equipment on City streets.

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.

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

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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.17.0 Provisional Items

Special Provision No. GN123S01

September 2012

Several tender items for this Contract are identified in the Tender Call as provisional items. The Contract Administrator may cancel provisional items at any time during the Contract.

The Contractor shall have no claim for loss of overhead or profit should the Contract Administrator decide to delete any or all provisional item(s).

SS.18.0 Field Office

Special Provision

October 2015

The TS 1.10.06 Equipment is amended to delete the following item:

- A telephone on a private line shall have e-mail and fax capability established on site throughout the performance of the Work for the sole use of the City staff at the request of the Contract Administrator.

All other items listed under this section are to be supplied.

In addition to the items listed in TS 1.10.06, the following item shall be supplied:

- A working copier/printer with two (2) built in paper trays (8 ½ " x 11" and 8 ½ " x 14") and with sufficient supplies and paper shall be provided on site throughout the Contract Works for the sole use of the City staff.

Payment at the Contract Price shall be full compensation for all labour, equipment and materials for the supply and placement, maintenance and removal of the Field Office.

SS.19.0 Street Furniture

Special Provision No. RD409S01

September 2012

Street furniture such as pay-and-display machines, OMG bins, mailboxes, newspaper boxes and bus shelters shall be removed by other forces. The Contractor shall not perform this task.

If the Contractor requires the temporary removal of street furniture to facilitate the construction, they shall make a formal request, 72-hour notice in writing, to the Contract Administrator stating each location and appurtenance to be removed. Verbal requests shall not be entertained.

If the Contract Administrator approves the written request, the Contract Administrator shall forward the request to the appropriate contact to initiate the removal of the street furniture.

The Contract Administrator shall endeavour to fulfill the request as quickly as possible, but the City shall not be liable for any costs incurred due to delays or rejections of a request.

SS.20.0 Saw Cutting

Special Provision No. GN106S01

September 2012

All saw cutting required to complete the work as specified in the Contract Documents shall be considered incidental to all related items of Work. No separate payment shall be made.

SS.21.0 Safety Cranes and Manlifts

Special Provision No. GN107S01

September 2012

When work requiring the use of a crane, boom or similar equipment is undertaken in close proximity to hydro or transit overhead lines, regardless of line voltage, the Contractor shall give the appropriate authority 48-hours advance notice.

The authority will decide whether protection devices are required. Any charges for the protection shall be the responsibility of the Contractor.

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

22.0 Collection of Garbage

Special Provision No. GN108S01

September 2012

Garbage collection shall be according to TS 1.20 – *Construction Specification for Garbage Collection*, except all costs associated with this Work shall be considered incidental to all related items of Work. No separate payment shall be made.

SS.23.0 Geotechnical Investigations

Special Provision No. GN110S01

September 2012

The geotechnical investigation reports are provided for general information only, and no engineering characteristics, or extent of the soil types found, are implied or suggested. The Contractor is solely responsible for the interpretation of the information contained in the report, and shall satisfy themselves as to sub-surface conditions before submitting their Bid. The City makes no assertion as to the geotechnical characteristics, including soils, road and groundwater conditions that will be encountered within the Working Area.

SS.24.0 Quality Control

Special Provision No. GN111F01

October 2015

The Contractor shall be responsible for all quality control sampling and testing of all supplied material including in-situ tests after materials are placed and as appropriate.

The Contractor shall be responsible for all quality control sampling and testing of all supplied material. The Contractor when requested, shall provide the Contract Administrator with a copy of their quality control plan and the results of the tests performed. A copy of the Contractor's quality control plan shall be given to the Contract Administrator at the pre-construction meeting. A copy of the results of ALL site tests to be given immediately to the site inspector and where laboratory tests are done, all results to be given / sent to the Contract Administrator soon as they are received by the Contractor.

Where remedial work is required as a result of failed tests, the site inspector must be notified of such BEFORE the remedial work is started and all retest results (showing successful remediation) must be received by the site inspector before any further work is done on the item being tested.

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All tests and other certificates from an accredited geotechnical testing laboratory resulting from this quality control is to be submitted to the City in a timely manner as part of Contractor's documentation package. Testing done as part of the City's Quality Assurance will not absolve Contractor of his material and site work quality control tests/certification. The Contractor will be required to perform retests, at their own cost, on all re-work resulting from failed tests. The City has the right to determine any locations and material batches to be tested under the Contractor's obligation.

The City may choose to do at its own discretion additional testing as part of the City's Quality Assurance, the cost of which will be borne by the City of Toronto. The Contractor shall supply at his own cost to the Contract Administrator such materials, labour and other assistance as may be required to procure, package and ship any test samples if required.

The Contractor shall make known to the Contract Administrator the source of material at least one week prior to the time he proposes to use such material, unless otherwise specified in the Contract Documents.

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

Minimum requirements for testing, where applicable, shall include the following:

Ready Mixed Concrete				
Field QC Test & Other Actions by QC consultant		Min. Field Testing Frequency	Laboratory QC Test & Other Actions by QC Consultant	Min. Laboratory Testing Frequency
1	Perform air entrainment tests	Typically the first 3 loads per mix per day, and until consistency is established, one for every slump test, and one for every strength test.	1 Trial batching at concrete supply plant, conduct air & slump tests on site, perform 7-day & other strength compressive strength tests according to the mix types 30 working days prior to placing concrete	One trial batch per concrete mix design per contract, or as required
2	Perform slump tests	Typically the first 3 loads per mix per day, and until consistency is established, one for every air test, and one for every strength test	2 Perform 24-hour, 7-day & 28-day compressive strength tests, or other strength tests for normal & early strength concrete as specified in contract	All samples taken
3	Cast concrete cylinder samples for laboratory compressive strength tests	3 cylinders on the first load of the day typically and every 50m ³ with no fewer than one test for each class of concrete placed on any one day	3 Determine the unit weight of concrete sample	One test per mix design per contract

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4	Check and document the nominal size of coarse aggregate used in the mix	Typically the first load delivered to site, or as required		
5	Check and document the type of coarse aggregate used in the mix	Typically the first load delivered to site, or as required		
6	Record in all test reports the air temperature of the site during testing	Every test		
7	Record temperature of plastic concrete at point of discharge	Every air and slump test and every time concrete cylinders are casted		
8	Determine thickness of concrete road bases, sidewalks or other structures by coring if the slab/structure is paid by area or length in contract	Every 60 m lineal length of structure		
9	Conduct concrete in-situ properties and quality assurance check by coring samples on site	As directed by Inspector and/or Project Engineer / Manager		
Hot Mixed Asphalt				
	Field QC Test & Other Actions by QC consultant	Min. Field Testing Frequency	Laboratory QC Test & Other Actions by QC Consultant	Min. Laboratory Testing Frequency
1	Perform compaction tests on HM asphalt mat using nuclear density gauge	Test strip method (proof rolling): - 1 test section per 300 m of pass - Minimum 2 test section per street - 5 tests per test section	1 Trial batching at hot mix asphalt plant and conduct full Marshall test (Extraction & gradation, AC content and Marshall properties tests) on trial batch 7 working days before asphalt placement	One trial batch per hot mix asphalt mix design
2	Prepare plate samples of HM asphalt on site for Extraction & Gradation tests and Marshall properties tests for each type of mix (reject samples prepared by shovels)	See below:	2 E&G Testing & Fast Track Reporting (for large quantity paving jobs like arterial road paving);	First production load from the asphalt plant on each paving day.
	Large quantity paving job (for example, arterial road paving)	First production load from the asphalt plant on each paving day, every 250 mg (tonne) thereafter	- Conduct HM Asphalt Extraction & Gradation (E&G) tests on the first production load sample from asphalt plant, report (fax or phone) the E&G results to Project Engineer/Manager & asphalt plant as soon as the test results are ready. Advise changes to	Every 250 mg (tonne)

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				production if necessary	
	-	Small quantity paving jobs	3	Typically the first load of the day, every 250 mg (tonne). Minimum 1 sample in the morning & 1 sample in the afternoon E&G Testing & Regular Reporting (7- working-day reporting):	
3		Visually check the nominal size of the aggregates used in the mix if they are complying with specification or not		All test samples taken on site	Conduct HM Asphalt Extraction & Gradation (E&G) tests on the samples taken from site All samples from site
4		Visually check the if type of aggregates used in the mix are complying with specification or not	4	All test samples taken on site	Conduct HM Asphalt full Marshall tests (Extraction & Gradation, AC content and Marshall properties tests) Every 500 mg (tonne) after the first load
5		Determine asphalt mat thickness by coring if the asphalt is paid by area or length in contract	5	Every 60 m length per travelling lane	Conduct AC recovered penetration test when RAP (Reclaimed Asphalt Pavement) is used in the mix One test of each day of paving
6		Conduct HM asphalt in-situ properties and quality assurance check by coring samples on site	6	As directed by Inspector and/or Project Engineer / Manager	Conduct specification conformance tests on Performance Graded Asphalt Cement (PGAC) if required One test for each mix design
7		Record in test report the air temperature of the site during testing		Every test	
8		Record in test report the temperature of HM asphalt during sampling		Every test	
Granulars (Crushed Limestone and Recycled Concrete)					
Field QC Test & Other Actions by QC consultant		Min. Field Testing Frequency	Laboratory QC Test & Other Actions by QC Consultant		Min. Laboratory Testing Frequency
1	Conduct compaction (including moisture content) tests using nuclear density gauge	All trench backfill, granular bases and sub bases	1	Sampling at source (production plant) and perform QC physical property test and gradation tests to verify the physical properties and gradation of materials if necessary	As per TS 1010 and according to the type of material used, or as required

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	-	Sewer & Water main trenches	One test per 0.3 m lift for each increment or fraction of 150 lineal meters of backfill	2	Conduct gradation tests	All samples taken from site
	-	Granular bases for roads, curbs, sidewalks & other structures	One test per lift for each increment or fraction of 500 square meters on each lane, curb or sidewalk	3	Conduct Standard/Modified Proctor Density tests	All samples taken from site
2		Take samples from stockpiles on site for gradation tests	Every 250 mg (tonne) per type of material			
3		Take samples from stockpiles on site for Proctor density tests	One sample per type of material per contract			
4		Determine granular base thickness by coring or digging test pits	Every 50 m length of base			
Imported Earth						
Field QC Test & Other Actions by QC consultant		Min. Field Testing Frequency		Laboratory QC Test & Other Actions by QC Consultant		Min. Laboratory Testing Frequency
1		Conduct compaction (including moisture content) tests using nuclear equipment	All trench backfill, and sub grade	1	Conduct soil classification test	All samples taken
2	-	Sewer & Water main trenches	One test per 0.3 m lift for each increment or fraction of 150 lineal meters of backfill	2	Conduct Standard/Modified Proctor Density test	All samples taken
	-	Road or sidewalk sub grade	One test per lift for each increment or fraction of 500 square meters on each traveling lane			
3		Take samples from stockpiles on site for soil classification & engineering properties tests	Every 250 mg (tonne) per type of material, or as required			
Crack Filling Material						
Field QC Test & Other Actions by QC consultant		Min. Field Testing Frequency		Laboratory QC Test & Other Actions by QC Consultant		Min. Laboratory Testing Frequency
1		Take samples on site for AC penetration tests	At commencement of contract, every 20,000 m to 25,000 m	1	Conduct AC penetration test	All samples taken
2		Inspect & verify all gauges on the melting pot	Every day when operation begins			

SS.25.0 Utility Locates

Special Provision No. GN112M01

September 2012

In addition to any other utility locating requirements contained in legislation and the Contract, the Contractor shall be responsible for obtaining satisfactory utility locates from all applicable utilities as necessary to complete the Contract Work. Under no circumstances shall the Contractor commence any excavation prior to obtaining the locations of all utilities that may be affected by the Contract Work.

Not all utilities subscribe to Ontario One Call. It is therefore the Contractor's responsibility to obtain all necessary utility stakeouts, whether from Ontario One Call, the individual utility owners or by hiring private utility locating companies or both to ensure that all utilities are identified and located in a timely fashion. Utility locates shall also include all City of Toronto owned Water utilities (sewer and water). Regardless of the method(s) used to locate utilities, it is the Contractor's responsibility to ensure that all Contract Work is completed within the number of Working Days or within the schedule outlined in the Contract. No extension of Contract Time shall be permitted for meeting the requirements of this Special Provision, nor shall any delay claim be considered by the City if the Contractor fails to meet this responsibility.

Once the locates have been completed, the Contractor shall be responsible for verifying the location, size and depth of all underground services, including any abandoned services, with the applicable utility companies. The Contractor shall notify the Contract Administrator immediately in writing of any discrepancies between the information obtained by the Contractor and the information contained in the Contract Documents.

All costs associated with this Work shall be considered incidental to all related items of Work. No separate payment shall be made for costs incurred in obtaining utility locates.

SS.26.0 Opening and Adjustment of Toronto Hydro Hand Wells

Special Provision No. GN115S02

November 2015

Adjustments to composite Toronto Hydro Electric Services (THES) hand wells shall be made using the appropriate composite spacers. The supplier and part number for the hand wells and spacers are as follows:

Composite Power Group
Phone: 519-942-8485 x121

Pencell Plastics No. PEMR-1212-24PC-THES

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The opening or adjustment or both of THES appurtenances shall be completed by crews, which have been approved by THES. Furthermore, any operation which involves opening or adjustment or both of THES hand wells, or other THES appurtenances, requires that a certified electrician be present during the operation.

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

SS.27.0 Working near Transmission Watermain

Special Provision No. GN118S01M

May 2013

Contractor shall notify Toronto Water when working near a transmission main at 416-397-0187 or send an e-mail message to trunkwater@toronto.ca 14 Days in advance of the proposed start of construction. At the point of crossing a cast iron watermain, the Contractor shall expose the top of the watermain by hand digging the final one metre of the overburden. The depth of the trench shall temporarily terminate at the top of the main. The top of the watermain shall be exposed and cleaned for inspection.

SS.28.0 Construction Work Near Enwave Plant

Special Provision No.

The Contractor shall note that there is Enwave steam distribution pipes located within the construction limits. The Contractor shall contact Enwave at least 48 hours prior to undertaking any construction within 1m of their plant.

SS.29.0 Restoration Work

Special Provision No. GN121F01

October 2015

All costs for temporary restoration work, as noted below, when affected by the construction of watermain, water services, storm sewer leads, removals, etc. shall be included in the contract price for the appropriate items of work. No separate payment shall be made.

Restoration of Driveways, Sidewalks and Private Walkways

Driveway thicknesses for residential, industrial and commercial properties shall be according to T-310-050-8. Within driveways, sidewalks and private walks, all trenches and excavations shall be restored with a 150 mm depth of Granular A according to TS 1010 compacted to 100% of

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maximum dry density as the driveway, sidewalk or walkway base. Any excavation and granular shall be included as part of the driveway, sidewalk, curb or walkway item.

All driveways shall be saw cut in a straight line. All asphalt or concrete driveways shall be paved full width from trench to the curb so that driveways will only have one straight joint. If short services are located within the asphalt driveway, the driveway shall be paved from the service connection pit to the curb or from the connection pit to the back of sidewalk, so that driveways will only have one straight joint.

The Contractor shall restore any asphalt, concrete and interlocking stone driveways disturbed during construction to equal to or better than existing condition.

Driveway curbs, concrete curbs, including curb returns, sidewalks and private walkways impacted by construction shall be reconstructed to original condition or better. Sidewalks and curbs identified for reconstruction as part of the project shall be temporarily restored with hot mix asphalt within three (3) Working Days of completion of the watermain or water service installation.

The Contractor shall permanently restore driveways (all types) and concrete sidewalks (minimum three bays) that will be affected due to watermain or water service installation for all locations not identified as part of the road and/or sidewalk reconstruction.

Permanent restoration work for these items shall be completed within three (3) Working Days after the completion of watermain or water service construction.

Boulevard Sodded Areas

Within sodded boulevards, all trenches and excavations backfilled with granular or select native material shall be restored with 100 mm topsoil and sod according to TS 5.10 and TS 5.00, respectively. This work shall be included in the Contract Price when affected by linear underground infrastructure installation. No separate payment shall be made.

Restoration of Landscaping features

Where retaining walls, fences or other landscaping features including river stone, gardens, decorative rocks, vegetation, interlock stone or lock stone, unit pavers, etc. that could require restoration and are fronting any lots the contractor shall, if machine usage is not possible, remove the existing sidewalk/boulevard by hand. If any damage occurs to the retaining wall, fence or landscaping features during construction, then the contractor shall repair it to its original state or better at no cost to the City.

Retaining Wall

Any retaining wall or structure that could require reconstruction or replacement as a result of the installation of watermain or water service shall be constructed to the original details, including foundation and new compacted granular backfill, to the satisfaction of both the property owner

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and the Contract Administrator. The Contractor shall review all existing retaining walls to determine the work necessary prior to submitting a Bid. This work shall be included in the Contract Price when affected by linear underground infrastructure installation. No separate payment shall be made.

Temporary Trench Restoration

Temporary restoration of trenches within roadways, driveways, sidewalks, and intersections must be completed by the next Working Day after backfilling of the trench with Unshrinkable fill according to TS 13.10 and a minimum of 100mm lift of HL8 or match existing asphalt pavement depth, whichever is greater, for maintenance of traffic. This work shall be included in the Contract Price. No separate payment shall be made.

SS.30.0 Test Pits to Expose and Verify Existing Utilities

Special Provision No. GN122F01

September 2012

The Contractor shall arrange for non-mechanical type excavations, such as Hydrovac or hand digging to undertake the exposure of the existing utilities or structures within the roadway or sidewalk at locations shown on the Contract Drawings and at any other location required by the Contractor to verify its location, size and elevation prior to construction.

The test pits to expose and verify existing utilities shall include:

1. all traffic control;
2. excavation, removal and disposal of all material off site;
3. the removal and disposal off site of asphalt pavement containing asbestos in accordance with Ontario Regulation 278/05;
4. backfilling with Unshrinkable fill according to TS 13.10 within the roadways and sidewalks and 50 mm crushed aggregate within the boulevards
5. restoration of test holes;
6. temporary restoration of roadways, concrete and asphalt sidewalks and concrete curb and gutter;
7. permanent restoration of boulevards, gardens, sodded and landscaped areas to pre-construction conditions and all other work required to complete the work.

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8. If a utility or service, either underground or surface, interferes with construction, the Contractor shall move to another suitable location until the problem is resolved. If there is no suitable alternate location, the Contractor may have to cease operations temporarily. The City will not accept any claims for damages or for any costs arising from such a delay.

All costs associated with this work shall be considered incidental to all related items of Work. No separate payment shall be made unless requested by the Contract Administrator for other work.

SS.31.0 Smog Alert Response Plans

Special Provision

October 2015

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, i.e. 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 percent chance that a smog day is coming within the next three (3) days. The Contractor shall

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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.

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

SS.32.0 Adjustment of Third Party Utilities

Special Provision

October 2015

The Contractor shall provide the appropriate lead time to the Contract Administrator to arrange for work orders and contact names and numbers for the respective third party utility companies and hand them over to the Contractor. The Contractor shall be responsible for co-ordinating this work with the respective utility company. No extra payment will be made as a result of complying with this requirement and no delay costs in in co-ordination will be accepted.

SS.33.0 Watermain Installation

Special Provision No. WM201M01

October 2015

All watermain and water service material, fittings, valves and hydrants shall be according to Chapter 6, *Material Specifications* as specified in the *Design Criteria for Sewers and Watermains* manual.

The installation of watermains, hydrant leads and water services 75 mm in diameter and larger shall include;

- the removal and disposal off site of ordinary asphalt pavement (less than 0,5% of asbestos), concrete road base, brick gutter, concrete or asphalt curb, curb and gutter, monolithic curb

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and sidewalk, sidewalk, crosswalks, walkways, flag stone, boulevards, driveways and entrances (all thicknesses);

- dewatering;
- remove and salvage existing unit pavers and interlock stone;
- protecting and supporting of adjacent components that shall remain during and after the work including existing structures, sewers, laterals and watermains, services and utilities, light poles, hydro and traffic signal poles, hand wells, maintenance holes, catch basins, retaining walls, curbs, road base, driveways, sidewalks, crosswalks, walkways, valve boxes, signs and posts, fences, landscaping walls, bollards, gardens, decorative stones, garden edging and vegetation, residential sprinkler systems and lighting systems, any damage to existing components shall be properly repaired at no extra cost to the City;
- removal and disposal off-site of trench excavation including unshrinkable fill;
- removal and disposal of existing watermains, storm sewers and sanitary sewers where indicated on the Contract Drawings and in-line of new watermains, fittings, thrust and anchor blocks, abandoned gas mains and any other utilities in-line of construction;
- watermain pipe material as specified including installation within valve chambers and valve boxes;
- tracer wire;
- cathodic protection and all other incidentals to completely install and test the watermain;
- all fittings including bends, tees, crosses, end caps, reducers, couplings, adapter flanges, restrained joints, thrust and anchor blocks, anchor tees;
- all locations of looping as shown on contract drawings;
- 130mm with 184mm cover anchor tee and valve along main line watermain and at side street connections;
- 105mm with 149mm cover anchor tee and valve at fire hydrants and large waterservice connections including a secondary valve at street line– (valve not to be buried);
- supply and installation of insulated watermain pipe;
- installation and removal of temporary blow-offs, corporation stops for disinfection, taps, pressure gauges, sampling cocks, back-flow preventers, caps, plugs on new and existing watermains and hydrant leads;
- swabbing, disinfection and pressure testing;
- supply and placement of embedment or bedding material, cover material and backfill as specified in the Contract Documents;
- supply and placement of Unshrinkable fill;

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- the installation and maintenance of temporary restoration for concrete and asphalt sidewalks, curb and roadway;
- permanent restoration of all existing landscaping, sodding, fences, river stone, gardens, decorative rocks, vegetation, interlock stone/lock stone, unit pavers, concrete and asphalt walkways or driveways (all types) to pre-construction conditions.

Flexible Pipe (PVC watermain)

Embedment material as it relates to flexible pipe from the bottom of the trench to the bottom of the backfill shall be Granular A according to TS 1010 – Amendments to OPSS 1010 – Material Specification for Aggregates – Base, Subbase, Select Subgrade, and Backfill Material (May 2004). The embedment material shall extend 200 mm below the pipe invert and extend 300 mm above the top of the pipe. The embedment material shall be worked carefully under the sides of the pipe and compacted in 150 mm layers to 98% of maximum dry density with light equipment by hand so as not to damage the pipe or alter its installation in anyway. Recycled granular material shall not be used for embedment material.

The embedment and backfill shall be according to OPSD 802.010 Type 3 soil.

Rigid Pipe (Ductile Iron watermain)

Bedding material used to support rigid pipe shall be Granular A according to TS 1010 – Amendments to OPSS 1010 – Material Specification for Aggregates – Base, Subbase, Select Subgrade, and Backfill Material (April 2014). The bedding material shall be worked carefully under the sides of the pipe and compacted by approved mechanical means in 150 mm layers to 95% of maximum dry density.

The pipe bedding, cover and backfill shall be according to OPSD 802.031 Class B for excavations in Type 3 soil.

Cover Material (Ductile Iron watermain)

Cover material placed from the top of the bedding to the bottom of the backfill for rigid pipe shall be Granular A compacted by approved mechanical means in 150 mm layers to 95% of maximum dry density.

Backfill Material (PVC or Ductile Iron Watermain)

Backfill material used above the embedment or cover material and below the lower of the subgrade or finished grade or the ground shall be Granular A compacted by approved mechanical means in 150 mm layers to 98% of maximum dry density if within the boulevard; or Unshrinkable fill according to TS 13.10 if within the roadway.

Trench Box

The use of trench boxes is not permitted within the roadway on this Contract.

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In areas of deep trenches and numerous utilities, closed sheathing, shoring or other method as required shall be used. All trench works must comply with the Occupational Health and Safety Act and Ministry of Labour requirements.

Large Water Services

The linear metre price for water services larger than 100 mm shall be paid under the corresponding item for watermain/services and shall include the supply and installation of the water service pipe, the service line valve, copper tracer wire, all appurtenances, anchor tee and valve, valve at street line, copper tracer wire, and connection to complete the work. No additional payment shall be made.

The cost for the domestic water service off a fire service shall be paid for separately under the appropriate tender item.

Product Manufacturer's Report

At least 7 Days prior to construction the Contractor shall submit the following information to the Contract Administrator:

- All product data reports.
- Shop Drawings and details for all pipe, valves and mechanical joint restraints.
- Manufacturers letter of compliance.
- Bill of lading that confirms that saddle clamps, tie-rods, nuts are stainless steel.

For PVC pipe 300 mm diameter and larger the summary of fittings and restrained length calculations is required. This can be obtained from the pipe supplier or manufacturer.

The required documents list above for PVC pipe 300 mm diameter and larger is required as it would facilitate the manufacturer to provide their own inspection and the City with additional manufacturer's warranty beyond 2 years, provided watermain is installed according to their installation requirements. The City's standards will prevail over all other requirements. The manufacturer's standards will be considered where a City's standard does not exist or is lower.

Shop Drawings, specifications, product data details of the proposed method for the directional boring, joining system, repair of the existing watermain, trench protection, equipment and materials to be used and a list of all suppliers shall be submitted to the Contract Administrator for review, at least 14 Days prior to commencement of the work.

Pipe Crossing

At all locations where the proposed watermain crosses under or above the existing sewers or utilities, Granular A material is to extend from the lower pipe to the top of the upper pipe. A minimum of 300 mm of compacted granular A material shall be placed around any gas mains or services before unshrinkable fill is placed. No separate payment shall be made.

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Additional Bends

The Contractor shall have additional bends on site in case they are needed due to unforeseen conditions.

Valves – Open /Close Direction

The open/close direction for valves shall be according to TS 441.

Tunneling

The Contractor shall use a tunnel method such as tunnelling, boring or directional drilling to install the watermain, water services or hydrant leads at locations where existing utilities cannot facilitate open cut trench method. The Contractor's choice of method of installation shall be approved by the Contract Administrator. Additional price for installation by tunnel method shall include the supply of all labour, Equipment and Material to complete the installation and shall include:

- supplying Shop Drawings;
- excavation in all materials, dewatering, test pits for exposing utilities, sheathing, shoring, support of existing utilities, watermain, restrained joints, support blocking;
- supply and installation of unshrinkable backfill, and;
- temporary restoration of roadways, sidewalks, concrete curb and gutter, permanent restoration of boulevards and driveways, and all other incidental work to complete the installation by tunnel method.
- construction compound and workshafts, including a detailed description of how these areas comply with the Occupational Health and Safety Act (OHSA) for Construction Sites;
- no differential settlement can be tolerated for cast iron trunk watermain crossings, and ;

Dewatering

The contractor shall submit a Construction Water Control Plan for approval, a minimum of 30 days prior to commencement of any shaft construction, tunnel, boring, or directional drilling works which includes the following:

- Shop drawings including descriptions, manufacturer's technical operation and maintenance instruction literature;
- Workplan narrative of the proposed groundwater and surface water control facilities including, but not limited to, equipment, methods, standby equipment and power supply, instrumentation layouts, provision for measuring pumped water as required, and monitoring procedures;

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- A contingency plan and options shall be submitted. Submittal may take into consideration that staged expansion of pumping facilities is reasonable (resubmit as appropriate if the system is modified during installation or operation);
- Shop drawings of temporary tunnel, jacking, or horizontal directional drilling, shaft sump locations, and sump discharge piping layouts;
- Monitoring of groundwater level and discharge quality ;
- Removal of system components and piping when groundwater control is no longer required;
- Backfill methodology; and
- Decommissioning of wells and piezometers installed by the contractor in accordance with O.Reg. 903..

Restoration

The Contractor shall complete temporary restoration of all roadways upon completion of the watermain and backfill operation for every 50 m of watermain construction, even before work is started on installation of the water services. Temporary restoration of driveways, sidewalks and intersections must be completed by the next Working Day after backfilling of the trench with Unshrinkable fill according to TS 13.10 and a minimum of 100 mm lift of HL8 or match existing asphalt pavement depth, whichever is greater, for maintenance of traffic.

Other Requirements

The cost of the hydrostatic and leakage tests shall be included in the Contract Price for watermain installation.

The new watermain shall remain isolated from the existing watermain system, until all satisfactory pressure tests and disinfection test results are obtained and approved by the Contract Administrator.

The Contractor shall submit a construction schedule for the watermain construction to the Contract Administrator for approval which shall identify when the connections to the existing watermains are planned and shall co-ordinate pressure testing, chlorination and testing of the new watermain with the Contract Administrator. Feed points for the new watermain shall be directly from existing watermains. Feeds from fire hydrants is not permitted.

Feed points for the new watermains shall be directly from existing watermains. Feeds from fire hydrants are not permitted. Feed points for the new watermains shall be determined by the City and the locations of source water will be provided to the Contractor at the pre-construction

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meeting. This provision shall be considered incidental to all items related to the installation of new watermains and no additional payment will be made.

As per the Safe Drinking Water Act, S.O. 2002, C.32 s. 12(1), the Contractor must provide a Certified Operator to operate a municipal drinking water system regulated non-municipal drinking water system. As such, a Certified Operator must be present during any live tapings. Requirements of a Certified Operator are noted under O. Reg. 170/03.

When restrained joints are specified on the Contract Documents, all pipe segments are required to be restrained by mechanical methods. The cost of the joint restrainers shall be included in the appropriate tender item. No separate payment shall be made.

Joint restraints are to be used on all bends, tees and valves. All bends and tees are to include thrust blocking as well as joint restraints. All pipe joints within 6.1 metres of a restrained fitting or appurtenance shall be mechanically restrained. This is considered as part of the watermain installation. No extra payment shall be made.

All 75 mm diameter and larger water service connections, including the valves, bends and fittings will be fully restrained from the watermain pipe to the property line. If there are more than two consecutive joints, the necessity of installing restraints will be reviewed on an individual case-by-case basis.

The Contractor shall ensure that all hydrant leads and large water services are installed underneath existing culverts and shall maintain 0.6m clearance from the bottom of the culvert to the crown of the pipe. Any damage caused to the culverts by the Contractor because of their operations shall be repaired at no extra cost to the City.

Measurement

Measurement of watermains shall be by length in metres along the horizontal centreline of the pipe. No deductions shall be made for valves that are installed along the watermain.

Basis for Payment

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work including trench excavation and restoration as described above.

Payment for **large water services** shall be paid under the appropriate watermain item. Connection of the large water service at the property line shall be paid under a separate item.

All valves, except for hydrant valves shall be paid individually, including locations along large water services and at tapping sleeve and valve connection locations.

SS.34.0 Looping of Proposed Watermain

Special Provision

October 2015

This item shall be used when looping under or over exiting utilities when conflicting within the proposed watermain alignment and where not shown on Contract Drawings. This item shall be used only when directed by Contract Administrator.

The tender price for this item shall include the supply of all required bends for horizontal and vertical alignment changes including all labour, material and equipment for the installation of all necessary fittings, piping, machining, sleeve couplings, thrust/anchor blocks, anchor bolts and tie rods, hydrovac etc., as required and cathodic protection for all fittings, excavation, embedment and unshrinkable backfill, permanent site restoration of landscaping features, temporary restoration of roadways including any incidental works.

SS.35.0 Installation of Watermain Pipe in Open Trench

Special Provision

October 2015

The contractor must note that in some locations deeper excavation may be required to remove unsuitable foundation for the pipe bedding, which must be replaced with suitable backfill material before granular bedding material is installed as per OPSD 802-010. All additional excavation must be approved by the Contract Administrator.

The contractor shall also note that the proposed works are in close proximity to other municipal and private infrastructure including Enbridge Gas vital main. It is the responsibility of the contractor to prevent damage to all surface and underground infrastructure adjacent to the trench. Any damage, including undermining or over breaking, is to be rectified to a condition equal to or better than that which existed prior to construction and to the satisfaction of the Contract Administrator at the Contractor's expense. The City of Toronto will not entertain any claims for extra costs or delays that occur as a result of the Contractor's failure to fully consider the site conditions prior to tendering.

If deep trench excavation is required for the laying of the watermain pipe the contractor must supply and install shoring to protect vertical trench walls. The shoring protection must be designed, stamped and signed by a Professional Engineer licensed to practice in the province of Ontario. Trench Box is not allowed as a trench wall protection method.

The Contractor must note that ground water control measures must be in place in order to install the watermain pipe (if required). Please refer to the attached Geotechnical Investigation Report

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for further information. The cost of such ground water control measures must be included in the unit rate for installing the watermain pipe.

Granular bedding and cover material shall be 19mm crusher run limestone as per OPSS 1010 compacted to minimum 95% of maximum dry density. All Granular bedding and cover material shall be compacted by approved mechanical means acceptable to the Contract Administrator.

In order to prevent pipe contamination and subsequently minimize the number of water samples not passing during chlorination and disinfection of new watermains, it is obligatory that contractor requests the installation of end covers on all pipes at the point of manufacturing with certificate of meeting this requirement. End covers shall remain in place until pipe jointing is performed and shall be removed immediately prior to final connection. Failure to meet this requirement shall warrant the pipe rejection by the Contract Administrator.

All pipes being delivered to the site must accompany the supplier's certification of the pipe's classification, manufacturer and origin.

Price for the installation of watermain shall include the supply of all labour, equipment and material for saw-cutting of existing asphalt pavement and concrete road base, excavation, shoring, support of existing services, utilities, catch basins leads and laterals (including possible reinstatement), removal and disposal of pavement, road base and trench excavation (if so specified), supply and installation of watermain pipe material and magnesium anodes as specified including test stations (if applicable), looping where shown, supply and installation of granular "A" bedding and cover material, Unshrinkable backfill or Granular 'B' as directed, pressure testing and disinfection, permanent restoration (unless reconstruction or resurfacing is included as part of the contract) of roadways, sidewalks and boulevards, and all other incidentals to completely install and test the watermain.

In addition, the bid price for the watermain installation shall include the supply of all labour, equipment and material for all bends, fittings, anchor blocks and restraining rods. All horizontal and vertical bends, tees and plugs shall be restrained. All restraining rods, bolts and nuts shall be Stainless Steel.

SS.36.0 Remove Existing Tee or Cross and Replace with Filler Piece

Special Provision

October 2015

This specification covers the requirements for the removal of existing watermain tee or cross connections and replacement with filler piece.

Construction

The Work shall include the following:

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- Sawcut existing asphalt pavement, concrete road base, sidewalk and concrete curb, and carefully remove off-site to minimize disturbance to surrounding area;
- Removal and disposal off site of pavement, road base, buried foundations, trench excavation material, concrete curb and gutter, concrete sidewalk, existing watermain;
- Removal of existing thrust block / restraints and tee or cross connections to abandon the section of existing watermain;
- Supply and installation of new thrust block and tee and/or filler piece including sleeve coupling, fittings, associated appurtenances, and other accessories required to make the connection;
- Supply and placement of Granular A bedding and cover, backfill with Unshrinkable fill according to TS 13.10 under hard surfaces (i.e. asphalt, concrete; interlock stone, etc.) and 50 mm crushed aggregate at all other locations;
- Installation and removal of temporary blowoffs, corporation stops for disinfection, taps, pressure guages and sampling cocks; and
- temporary restoration of all surface features.

The Contractor shall not connect any new watermain to the existing water distribution system until satisfactory disinfection test results have been obtained and approved by the Contract Administrator.

The Contractor will be required to use steel plates as required. Steel plates shall be countersunk and anti-skid.

Care shall be taken when disconnecting the existing watermain to avoid any contamination to the existing watermain.

The requirements for backfill and restoration shall be to original condition or better and as stated in the respective special specification for these items.

Measurement For Payment

For measurement purposes, the locations where a section of existing watermain shall be abandoned and replaced with a filler piece shall be paid as street connection item as described in the Contract Documents.

Basis of Payment

Payment at the Contract Price shall be full compensation for all labour, Equipment, and Material to do the Work.

37.0 Pressure Testing and Disinfection

Special Provision No. WM212S01

May 2013

Amendment to TS 7.30, April 2013

TS 7.30.07 CONSTRUCTION

Subsection 7.30.07.01 of TS 7.30 is amended by the addition of the following clause:

TS 7.30.07.01.04 Pressure Testing and Disinfection

The Contractor shall pressure test and disinfect all newly installed water mains, hydrant leads and water services 100 mm in diameter and larger.

The large diameter water services 100 mm in diameter and greater shall be pressure tested and chlorinated at the same time as the pressure testing and disinfection of the new mainline water main.

The Contractor shall ensure short filler pieces are disinfected and sampling points installed on all short filler pieces where street connections are being established. Toronto Water will undertake sampling and testing of the water quality of the filler piece. The street connection shall not be placed into operation until Toronto Water has confirmed water quality test results are acceptable. The Contractor shall note that there are discontinuation along the proposed watermain (Yonge St. to Victoria St., Victoria to Church St and Church St. to Sherbourne St.) and as such the testing and disinfection process shall be carried out in three parts as a minimum.

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

SS.38.0 Connection to Existing Watermains

Special Provision

October 2015

For all large water services and watermain connections to the existing watermain must be completed by the Contractor during the hours of 12:01a.m to 6:00 a.m. only.

The tender price for this item shall include the supply of all labour, material and equipment for the installation of all necessary fittings (tees, bends and filler piece), piping, machining, sleeve couplings, anchor bolts, and tie rods, tapping sleeves, etc. including handling transite pipe installation with relevant health and safety regulations, as required and cathodic protection for all fittings, backfilling excavation and site restoration.

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The price shall include all labour, material and equipment required to complete all connections. The Contractor shall be aware that some connections will require live tapping to existing watermains under pressure, as indicated on the Contract Drawings and a separate payment shall not be made for these live tapplings. No connections shall be made until disinfection and testing of the new watermain is completed and accepted by the City of Toronto. No additional payment shall be made as a result of complying with this requirement.

The Work for installation of tapping sleeve and valve shall include connection of tapping sleeve and valve to the existing watermain under pressure, that is to say wet (live) tapping, not dry tapping.

Tapping sleeve and valves shall be from the approved material list in the latest Design Criteria for Sewers and Watermains, Chapter 6, *Material Specifications*.

A minimum of 300 mm of compacted sand material shall be placed around any gas mains or services before unshrinkable fill is placed. No additional payment will be made for costs incurred as a result of this requirement.

Where a tapping sleeve and valve is required at the connection, the valve shall be paid as a separate item.

Where connecting to an existing valve that is to remain in operation, following acceptance of the new watermain by the City of Toronto and completion of the connection, the contractor shall leave the existing valve in the open position, remove the valve box/chamber to 1.2m below surface and dispose off-site, and backfill with 50 mm crushed aggregate or Unshrinkable fill according to TS 13.10 as specified in the Contract Documents. The Contractor shall provide cathodic protection to the existing valve as per City of Toronto Standard prior to backfilling.

The price shall include all labour, material and equipment to complete the work.

In completing the connection to existing watermains, the Contractor shall follow guidelines as outlined in the City of Toronto Standard TS 7.70.

The contractor must plan his connection works such that the water shutdown to complete the connection works do not exceed 4 hours duration. The works must be prepared in such a way so that fulfillment of this requirement becomes realistic. City of Toronto will inspect all preparation works and approve go ahead with the shutting down of water in order to execute the connection works. City will not entertain any claim on the delay on water shutdown if adequate notice has not been provided and the contractor's preparation works fail to receive City's acceptance. Please note that 48-hour notice is required to be given to the water customers for any disruption of water services. All proper and relevant health and safety regulations should be followed at all times.

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This item shall be applicable for new watermain to existing watermain connections and large water service connections at the property line.

SS.39.0 Operating Valves

Special Provision No. WM209S01

September 2012

No valve, hydrant, curb stops or other control on the existing water distribution system shall be operated, for any purpose, by the Contractor. When required, the Contractor shall make a request, with 48-hours advanced notice, for the Contract Administrator to make the necessary arrangements for the operation of existing valves and appurtenances.

SS.40.0 Fire Hydrants

Special Provision No. WM202F01

November 2015

The installation of a fire hydrant shall be according to T-1105.01. The hydrant set installation shall include:

- a fire hydrant from the approved material list in Chapter 6, *Material Specifications*
- a 150 mm isolation valve
- the valve box shall be 105 mm, regular style, slide type with guide plate and with 149 mm diameter cover
- 150 mm PVC Class 235 DR 18 pipe from the main to the hydrant
- appropriately sized tee or anchor tee, as required
- Type Z-24-48 (10.9 kg) zinc anodes, including tracer wire and connection
- Concrete thrust blocks, supports and restrainers, as required
- Bends as required, including bends for looping existing watermain, if required
- Hydrant extensions as required
- Setting the fire hydrant and valve box to final grade

All bedding and cover material shall be Granular A according to TS 1010 – *Amendments to OPSS 1010 – Material Specification for Aggregates - Base, Subbase, Select Subgrade and*

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Backfill Material (May 2004). The material shall be compacted in 150 mm layers to 98% of maximum dry density.

Unshrinkable fill according to TS 13.10, shall be used as backfill under hard surfaces such as asphalt, concrete, interlock stone and 50 mm crushed aggregate at all other locations.

A minimum of 300 mm of compacted sand shall be placed around any gas mains or services before Unshrinkable fill is placed.

Measurement

For measurement purposes, a count shall be made of the number of hydrants set installed, regardless of the type.

Basis of Payment

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.

SS.41.0 Water Service Installation

Special Provision No. WM203M01

November 2015

Substandard Water Services

Water services less than 19 mm in diameter shall be removed and replaced with 19 mm diameter copper services between the watermain and the property line.

Lead and galvanized water services that are 19 mm or larger in diameter shall be removed and replaced with the same size copper services between the watermain and the property line.

Exposed copper services 19 mm or larger in diameter shall be removed and replaced only if they are found to be in unsatisfactory condition as determined by the Contract Administrator.

Repair of Double Water Services

If, in the course of undertaking a service installation, it is determined by the Contract Administrator that the service being replaced is a double or wye service serving two properties, the Contractor shall install a service to the second property at the Contract Price for water service installation.

Installation of Small Water Services

Installation of water services shall be according to T-1104.01, T-1104.02-1 or T-1104.02-3.

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The installation of small diameter water services, 19 to 50 mm, shall be by trenchless methods such as auger or torpedo method with a typical installation consisting of an excavation at the City's watermain and an excavation in the sidewalk or boulevard for auguring or torpedo purposes. No two water service connections shall be installed in the same auger hole.

Any additional road cuts must be approved by the Contract Administrator prior to commencement of work. Additional road cuts other than the road cut over the City watermain will be at no extra cost to the City.

In instances where the new water service is installed in the same location as the existing service, the Contractor shall disconnect the old water service by excavating at the water main where the service is connected, shut the existing main stop, and cut and plug the existing water service pipe. In case of a driven nipple, it should be plugged or a sleeve repair used around the main to cover the nipple's hole.

The abandoned water service curb box and rod shall be removed regardless of whether they are found inside or outside of the excavation for the work to install the new service.

New Water Services – 50 mm and Smaller

New water services 50 mm diameter and smaller, shall be Type K soft copper between the street line and new watermain or as shown on the Contract Drawings including:

- excavation and disposal of excess material;
- augering;
- pipe material, cathodic protection, service saddles, main stops, curb stops, couplings, service boxes and rods;
- connection of new water service to existing water service at street line;
- connection of new water service to new watermain. The new water service connection cannot be connected until the watermain has been chlorinated, disinfected, tested and passed;
- chlorine residual testing of water service;
- backfill;
- temporary restoration for concrete and asphalt sidewalks, curb and roadway; and
- permanent restoration of all existing landscaping, sodding, fences, river stone, gardens, decorative rocks, vegetation, interlock stone/lock stone, unit pavers, concrete and asphalt walkways or driveways (all types) to pre-construction conditions or better.

Existing Water Services – 50 mm and Smaller

Existing water services 50 mm diameter and smaller, shall be Type K soft copper between the street line and new watermain or as shown on the Contract Drawings including:

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- excavation and disposal of excess material and extension pipe;
- augering;
- pipe material, cathodic protection, service saddles, main stops, couplings;
- connection of new water service to existing water service;
- connection of new water service to new watermain;
- backfill;
- temporary restoration for concrete and asphalt sidewalks, curb and roadway; and
- permanent restoration of all existing landscaping, sodding, fences, river stone, gardens, decorative rocks, vegetation, interlock stone/lock stone, unit pavers, concrete and asphalt walkways or driveways (all types) to pre-construction conditions or better.

Connecting Water Services to New Watermains

The new water services cannot be connected until the new watermain is pressure tested and disinfection tests passed. All new water services must be flushed prior to testing and connecting to the existing watermain. A tail extended to the surface for flushing purposes shall be included. Water services couplings are not permitted.

For existing cast iron, ductile iron and asbestos watermain pipe in the ground, a service saddle is required for 19 mm, 25 mm, 32 mm, 38 mm and 50 mm diameter main stops.

For PVC pipe, service saddles must be used for 19 mm, 25 mm, 32 mm, 38 mm and 50 mm diameter main stops.

For new ductile iron watermains, mainstops shall be drilled directly and tapped using AWWA inlet threads.

Water service connections, 50 mm and smaller are to be connected to the new watermain under pressure, that is to say wet tapping not dry tapping.

Connection of Large Services Equal to and Greater Than 100 mm in diameter

The new water services cannot be connected to the existing service until the new watermain is pressure tested and the disinfection tests pass. The short filler piece shall be disinfected and tested according to TS 7.30 – *Procedure for Disinfecting Watermains*. All new water services must be flushed prior to testing and connection to existing. A same size tail extended to the surface for flushing and swabbing purposes shall be included. Existing water service boxes shall be removed.

The Contractor shall use method such as tunnelling, boring or directional drilling to establish the final water service connection at property line in cases where there is utility congestion or aging building conditions. The Contractor's choice of method of installation shall be approved by the Contract Administrator. No additional payment shall be made for installation by tunnel method to

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complete large water service connections. The cost for tunnelling shall be included in the appropriate water service connection item.

A temporary valve within 5.5 metres of the property line to facilitate the connections of the larger water services, while reducing the disruption of water to the immediate residents. Once the connection is completed, the valve will be buried while in the ON position. All costs associated with these connections will be paid under the appropriate water service connection unit price in Pricing Form in Tender Call.

The linear metre price for water services larger than 100 mm shall be paid under the corresponding item for watermain. Valves and connections shall be paid separately.

Bedding and Cover Material

Bedding and cover material shall be Granular A according to TS 1010 – *Amendment to OPSS 1010 – Material Specification for Aggregates - Base, Subbase, Select Subgrade and Backfill Material (April 2013)* and compacted in 150 mm layers to 98% of maximum dry density.

Unshrinkable fill according to TS 13.10 – *Specification for Unshrinkable Fill* shall be used as backfill under hard surfaces such as asphalt, concrete, interlock stone and 50 mm crushed aggregate at all other locations.

All excavations in boulevards shall be backfilled with selected native backfill material and restored with imported 100 mm topsoil and sod to original condition or better. The Contractor shall roll all newly placed sod and water the sod as required to obtain growth acceptable to the Contract Administrator. Sodded areas will not be accepted until growth acceptable to the Contract Administrator has been established. The Contractor shall re-grade the boulevard back to the original condition or better and approved by the Contract Administrator prior to topsoil and sodding.

Curbs Stops

The curb stop shall be located at the street line. The Contractor shall be responsible for verifying that all service curb stops are operational. In the event that the curb stop is not operational, the Contractor shall notify the Contract Administrator immediately.

The Contractor shall note that some addresses do not have visible water service valves or curb stops. At these locations, either the water service valve or curb stop is buried or no valve or curb stop exists. The Contractor shall include all added cost incurred to locate services and buried valves prior to construction and to make such connections from the new water services to the existing water services in their Contract Price. No additional payment shall be made.

Water Service Crossings

The Contractor shall determine the size of all existing small and large diameter water services which cross over or under the new mainline watermain constructed and verify the size of tees or saddles or both required on the new mainline watermain.

Construction Constraints

The Contractor shall note that due to the nature of the existing businesses within the contract limits, the connection between the new water services and the existing water services for businesses shall be done at night from midnight to 5 a.m. or after business hours such as on weekends and shall be approved by the Contract Administrator. The Contractor shall include the premium cost of such connections in their Contract Price. No additional payment shall be made.

The Contractor shall note that some properties may be under development within the contract limits. The Contractor shall be responsible for all coordination with the developer for the removal of barriers, hoarding, and so forth in order to make the connection between the new water services and the existing water services. The Contractor shall include the cost of such connections in their Contract Price. No additional payment shall be made.

The connection of new water services shall be co-ordinated with the affected property owners and businesses, at least 48 hours prior to connection, with minimum inconvenience and delay to the property owners and businesses. The Contractor will be required to notify and co-ordinate with the property owners and businesses. The Contractor shall schedule the relocating and reconnection of watermains and water services to minimize the disruption of water supply. Services to businesses or residential buildings may require connection at night or on weekends. The Contractor shall include the premium cost of such connections in their contract price. No additional payment shall be made.

Measurement of Payment

Payment shall be made per unit of completed service at the price tendered by the Contractor.

Basis of Payment

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work for various sizes and classes of pipe.

SS.42.0 Locating Existing Water Services – All Sizes

Special Provision No. WM205S01

September 2012

Toronto Water division does not stake out existing water services or watermains. The Contractor or their sub-contractor shall equip themselves with the appropriate equipment and methods to locate all existing water services within the contract limits even if they may not be

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shown on the Contract Drawings. The location of existing water services cannot necessarily be determined by the location of existing curb stops. Also, some abandoned water services may be connected to the existing watermain but are still active.

Repairs to existing water services and watermains due to the Contractor's failure to locate the existing water services shall be at no extra cost to the City.

All costs associated with this Work shall be included in the Contract Price for watermain and water service installation. No separate payment shall be made.

SS.43.0 Test Pits to Determine Location, Size and Material of Water Services

Special Provision No. WM206S01

November 2015

Some of the City water service records for water services within the contract limits do not indicate the material or size or both of the water service or from which watermain they are feeding off of. The Contractor shall be required to excavate test pits to determine the material and size of these services. The method of excavation can be by hand, mechanical or Hydrovac method.

The test pits shall be excavated at the existing watermain or at the property line to minimize disturbance of existing roads, sidewalks and boulevards.

The test pits to determine the location, size and material of the water services shall include the following:

- excavation, sheathing, shoring, trench dewatering;
- the removal and disposal off site of asphalt pavement, concrete road base, brick gutter, concrete or asphalt curb, curb and gutter, monolithic curb and sidewalk, sidewalk, crosswalks, walkways, flag stone, boulevards, driveways and entrances (all thicknesses);
- remove and salvage existing unit pavers and interlock stone;
- protecting and supporting of adjacent components that shall remain during and after the work including existing structures, sewers, laterals and watermains, services and utilities, light poles, hydro and traffic signal poles, hand wells, maintenance holes, catch basins, retaining walls, curbs, road base, driveways, sidewalks, crosswalks, walkways, valve boxes, signs and posts, fences, bollards, gardens, decorative stones, garden edging and vegetation, residential sprinkler systems and lighting systems. Any damage to existing components shall be properly repaired at no extra cost to the City;
- disposal of excavated material off site;

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- the supply, placing and compacting of Unshrinkable fill according to TS 13.10 under hard surfaces such as asphalt, concrete, interlock stone and 50 mm crushed aggregate at all other locations for backfilling;
- the installation and maintenance of temporary and permanent restoration for concrete and asphalt sidewalks, curb and roadway; and
- permanent restoration of all existing landscaping, sodding, fences, river stone, gardens, decorative rocks, vegetation, interlock stone or lock stone, unit pavers, concrete and asphalt walkways or driveways (all types), sodding to pre-construction conditions or better.

A minimum of 300 mm of compacted Granular A material shall be placed around any gas mains or services before Unshrinkable fill is placed.

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work and shall be for each test pit excavated.

No payment shall be made for water services that the Contract Administrator has already identified. If the Contract Administrator determines that the water service is in need of replacement, no payment shall be made for the test pit and all costs associated with the excavation shall be included in the Contract Price for the replacement of existing water services.

SS.44.0 Private Side Water Service Replacement

Special Provision No. WM208S01

June 2015

During the course of the water service replacement work under this Contract, the Contractor may be approached by individual property owners asking about private water service replacement outside of the road allowance. The City Construction Notice delivered to individual property owners' states that they may contact the Contractor to request a quote for the replacement of the private water service. The City does not require the Contractor to undertake any private water service replacement and under no circumstances shall the City be involved in negotiating, approving or administrating any pricing with regard to private side water service replacement.

No extension of Contract Time shall be permitted nor shall any delay claim be considered by the City if the Contactor elects to undertake this additional work.

All work carried out by the contractor on a private basis is strictly between the contractor and the private property owner.

.45.0 Water Supply Interruptions

Special Provision No. WM211S01

September 2012

There may be large residential, industrial, commercial or institutional properties within the construction limits, and any interruption in water, building drains or utility interruptions would cause major inconvenience to the operations of these facilities.

Watermain and water service connections shall be scheduled in such a sequence as to minimize water supply disruption to the affected properties. The Contractor shall be required to provide a work plan and schedule for all watermain and water service connections that require water shut-offs, paying particular attention to the scheduling for any large apartment buildings and commercial or industrial establishments.

For all watermain and water service connections, the Contractor shall provide at least 48 hours advance notice of any building service interruptions and schedule such operations at a time, either during normal working hours, off normal working hours, night work on weekdays or on weekends that least inconveniences the building operations as some businesses may require water during day time hours.

The Contractor shall initiate meetings and coordinate with the affected property owners for setting up work plans and schedules including the preparation and the delivery of the required construction notice to the affected parties prior to the commencement of work.

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

SS.46.0 Cathodic Protection

Special Provision No. WM204S01

September 2012

Amendment to TS 7.22, June 2007

TS 7.22.07 CONSTRUCTION

TS 7.22.07.02 Anode Locations

Subsection 7.22.07.02 of TS 7.22 is amended by the addition of the following:

The Contractor shall install the following when exposed during excavation:

- Magnesium anode Type 9 (4.1 kg) on existing copper water services connected to cast iron, ductile iron and PVC watermain pipes; and

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- Magnesium anode Type 17 (7.7 kg) on existing cast or ductile iron fittings, valves and hydrants.

TS 7.22.08.01 Quality Assurance

Subsection 7.22.08.01 of TS 7.22 is amended by the addition of the following:

In lieu of the City's corrosion consultant the Contractor, upon completion of the watermain, shall conduct a cathodic survey of the new main and submit a report prepared by a National Association of Corrosion Engineers (NACE) certified corrosion technologist confirming that all the anodes are properly installed and connected and the new main is cathodically protected. The Contractor shall be responsible for rectifying any deficiency in the system.

SS.47.0 Replace Non-Operational Water Service Curb Stops

Special Provision No. WM207S01

September 2012

The curb stops shall be located at the street line according to T-1104.01, T-1104.02-1 and T-1105.02-1. The Contractor shall be responsible for ensuring that the existing service curb stops that are not being replaced are operational. In the event that the existing curb stop is not operational, the Contractor shall replace existing curb stops that are not operational with new curb stops for water services 50 mm in diameter and smaller that are not identified for replacement on the Contract Drawings.

The installation of new curb stops 50 mm in diameter and smaller shall include:

- excavation, dewatering, sheathing, shoring;
- supplying all materials, junctions, copper pipe, couplings, blocking, curb stops and boxes, fittings;
- connection to existing services, chlorine residual testing, disposal of excavated material;
- disposal of existing service pipe, blocking, curb stops and boxes;
- the removal and disposal off site of concrete or asphalt curb, curb and gutter, monolithic curb and sidewalk, sidewalk, walkways, flag stone, boulevards, driveways and entrances (all thicknesses);
- remove and salvage existing unit pavers and interlock stone;
- protecting and supporting of adjacent components that shall remain during and after the work including existing structures, sewers, laterals and watermains, services and utilities,

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light poles, hydro and traffic signal poles, hand wells, maintenance holes, catch basins, retaining walls, curbs, road base, driveways, sidewalks, crosswalks, walkways, valve boxes, signs and posts, fences, bollards, gardens, decorative stones, garden edging and vegetation, residential sprinkler systems and lighting systems, any damage to existing components shall be properly repaired at no extra cost to the City;

- the supply, placing and compacting of bedding, cover and backfill material;
- the installation and maintenance of temporary restoration for concrete and asphalt sidewalks; and
- permanent restoration of all existing landscaping, sodding, fences, river stone, gardens, decorative rocks, vegetation, interlock stone, unit pavers, concrete and asphalt walkways or driveways (all types), sodding to pre-construction conditions and all other items of work to complete the service connections.

Under normal circumstances, the curb stop shall be located at street line. Should there be an obstruction such as a tree, fence, wall or hard landscaping, then the Contractor shall extend the City owned portion beyond the street line onto private property. The Contractor shall notify the property owner.

No payment shall be made under this item for water services that the City has identified for replacement. If the water service is to be replaced, all costs associated with the replacement of curb stops and boxes shall be included in the Contract Price for the replacement of existing copper water service pipe and no additional payment shall be made.

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work for the installation of new curb stops 50 mm in diameter and smaller.

SS.48.0 Clean Out Existing Catch Basins

Special Provision No. SW303S01

September 2012

Prior to commencement of construction, all existing catch basins within the contract limits shall be inspected and where necessary cleaned of all debris by the Contractor. The Contractor is advised that all debris in the catch basins shall be removed, including any material from usual storm water run-off or previous construction activities. The material removed shall be dried and mixed in equal parts with sand. The resulting material is then disposed as a non-hazardous, non-registerable solid industrial waste by the Contractor.

The Contractor shall note that in some locations, existing catch basins in the roadway have maintenance hole frames and covers installed. At these locations, the catch basin shall be

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cleaned out and catch basin frames and covers shall be put back. Payment for cleaning these catch basins shall be made at the Contract Price.

If it is determined that a pup catch basin does not require cleaning, no payment shall be made.

Upon completion of final restoration, the Contractor shall re-inspect all existing catch basins in the presence of the Contract Administrator. Any existing catch basin which requires cleaning, at the sole discretion of the Contract Administrator, shall be cleared of all debris at no extra cost to the City.

SS.49.0 Excavation Work

Special Provision No. GN125F01

October 2015

It is strongly recommended that the Contractor follow the best practices with respect to any and all work requiring excavation as set out in the document titled, *Ontario Regional Common Ground Alliance Best Practices Version 5.0 - February 2009* ("Best Practices") which is available at www.orcga.com/home.asp. In the event of a conflict or inconsistency between the "Best Practices" and any other specification, provision or requirement of the Contract, the Contractor shall comply with the specification, provision or requirement of the Contract.

At locations of curb realignment to either narrow or widen the roadway, the contractor shall excavate up to the full depth of the existing adjacent pavement structure and match existing conditions whether it is flexible or composite pavement unless where locations at bus bays call for full depth concrete road base.

SS.50.0 Excavation of Soft Spots

Special Provision No. RD408S01

November 2015

When the Contractor encounters soft areas, the Contractor shall notify the Contract Administrator immediately. The Contract Administrator shall direct the Contractor as to the width, length and depth of the soft spot volume.

In either case, the over excavated area shall be backfilled in the following manner:

1. If the existing ground is still unstable, the Contractor shall place geotextile fabric over the entire section. If the area has stabilized, the geotextile fabric shall not be required at this stage.

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2. The over excavated area shall be backfilled with 50 mm crushed aggregate or other suitable material determined by the Contract Administrator to the subgrade elevation;
3. Geotextile fabric shall be placed across the section, the fabric material shall be in accordance with Geotechnical Engineer's recommendation.
4. The geotextile fabric shall be immediately covered with the full depth of granular road base as specified in the Contract Documents, to provide the maximum stability possible.
5. If possible, the Contractor shall barricade off the area until such time as the pavement is placed.

Payment for soft spot removal (excavation), placement of geotextile fabric, supply and placement of granular material shall be according to the respective Contract Price.

SS.51.0 Gutter Adjustment

Special Provision No. RD407S01

September 2012

The Contractor shall saw cut full depth of 200 to 300 mm from the proposed face of curb or front edge of gutter and remove and dispose of the existing pavement to accommodate the reconstruction of the curb or curb and gutter. If the Contractor removes concrete pavement or base beyond the 300 mm limitation, the Contractor shall supply and install anchored hook dowels at 300 mm spacing to stabilize the gutter adjustment and at no extra cost to the City.

After the curb or curb and gutter is reconstructed, the Contractor shall supply and place the necessary granular and pavement materials to reinstate the roadway to its original composition.

Measurement of the new curb or curb and gutter shall be by length in metres along the face. Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.

SS.52.0 General Excavation of Pavement

Special Provision No.

The scope of work to be done under this item for general excavation of pavement shall be in accordance with Specification TS 2.10 and shall include the following:

1. excavation of existing composite pavement structure and all other materials;
2. excavation to provide for the design thickness of the new composite pavement structure including granular base courses within the roadway between new and existing curb faces;

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3. brick gutter, abandoned drains, utilities and subdrains which conflict with the lines and grades of construction or wherever directed by the Contract Administrator shall be removed and disposed of outside the right-of-way (incidental to related items);
4. excavation of concrete laneway;
5. excavation beyond "Limits of Contract" shown on plans, only if necessary and as directed by the Contract Administrator;
6. excavation of material including subgrade soil, unshrinkable fill and any other materials to provide for the design thickness of new composite pavement and granular base courses within the roadway, at existing utility cut repairs and at deficient areas that require reparations;
7. ensure the integrity of adjacent components that shall remain during and after the work including maintenance holes, catch basins, valve chambers, service valves, curbs, curbs and gutters, driveways, crosswalks, etc. Any damage to existing components shall be properly repaired at the Contractor's expense to the Contract Administrator's satisfaction.
8. Disposal of all excavated material off the site.

The depth of excavation shall be calculated as the difference between cross sections of the existing surface and the cross sections of the proposed subgrade. Payment for the general excavation of pavement shall include the removal and disposal of composite pavement structure, granular base and subgrade to a maximum depth specified and shall be included for payment under the appropriate tender item for general excavation of pavement. Measurement for payment for general excavation of pavement shall be in square metres.

SS.53.0 Disposal of Surplus Contaminated Excavated Material

Special Provision No.

The Contractor shall also note that contaminated soils may be encountered during excavation for watermain and appurtenances along Shuter Street. The Contractor should consult the soil reports for the proper disposal of excavated material. All materials shall be disposed of in accordance with MOE requirements. Payment shall be made for disposing of *non-hazardous* contaminated excavated materials at an MOE registered *disposal* site and all associated *handling, transportation and disposal* fees, shall be included in the appropriate tender item. Measurement for payment for the removal and disposal of contaminated shall be in cubic metres.

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54.0 Supply and Installation of Catch Basins and PUP Catch Basins

Special Provision No.

The Contractor shall note that some catch basins are proposed to be installed out of the roadway as specified in the Contract Drawings. At these locations, the catch basin frames and covers shall be according to OPSD 400.082 and OPSD 401.080. All other frames and covers shall be according to OPSD 400.070. The cost for all types of frames and covers shall be included in the catch basin item in the Form of Tender. No separate payment shall be made.

The tender price for the installation of new catch basin chambers shall include the supply of all labour, material, and equipment required to complete all works as described herein. The works shall include the excavation and disposal of existing materials off site, placement and compaction of bedding and backfill material, installation of a new catch basin chamber, connection of the specified sewer leads, installation and adjustment of a new frame with circular grate (OPSD 400.070).

The installation of any catch basins and connections shall conform to the requirements of the City of Toronto Standards and Specifications. All bedding shall be 19mm crusher run limestone as specified in TS 1010 and in conformance with OPSD 802.031 - Class B. All backfill material shall be imported granular 'B' – Type I material or unshrinkable fill as directed. The catch basins must be covered with steel plate when paving.

The Contractor shall note that the catch basins to be installed may be required to be retrofitted to meet existing conditions (i.e. alter connection outlet, saw cut top off catch basin, the installation and coring for new leads). This work shall be included in the unit price bid for the catch basin item. All lead connection holes shall be cored only.

Payment for the supply and installation of catch basins is to be at the unit price shown in the Pricing Form and shall include frame and cover. Also, the unit price is to include all items required to complete the catch basin as per these specifications as well as the supply of all labour, materials, and equipment including saw cutting, removal and disposal off site, all excavated materials, shoring protection, bedding, installation of the catch basin including frame and cover, backfill, all restoration works, final clean out prior to placing into operation and all adjustments required to place frame and cover at the road grade.

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SS.55.0 Utility Adjustments

Special Provision No.

All work associated with this item shall conform to **TS 4.50**, except that:

When any new watermain valve boxes, utility frame and covers are being supplied and installed or replaced within the roadway, the cost of adjustment shall be included in the supply and installation cost of the item. No separate payment shall be made for utility adjustments.

SS.56.0 Geotextile Fabric

Special Provision No.

Woven geotextile fabric shall be used over existing utilities when it is not possible to achieve the required compaction or as directed by the Contract Administrator.

The fabric shall be placed between the existing subgrade material and the Granular Sub-base. The Contractor shall smooth the subgrade by rolling, if possible, or by other means to provide a consistent grade for placement of the fabric. The fabric shall be placed flat with no folds and shall overlap the "trouble area" by a minimum of 1.0 metre in all directions. If more than one piece of fabric is required, the pieces shall overlap each other by a minimum of 500 mm in all directions. The Contractor shall pin the fabric in place with manufacturer approved staples, prior to the placement of granular material.

Woven geotextile fabric shall meet or exceed the following requirements:

Minimum Grab Tensile (N)	601
Minimum Mullen Burst (MPa)	1.83
Minimum Tear (N)	178
Filtration Opening Size (µm)	425
Minimum Permeability (K)	0.20
Elongation % at Break	15

57.0 Construction of Concrete Sidewalk Adjacent to Toronto Hydro Pole Relocation

Special Provision

The Contractor shall box out the sidewalk locations where existing utility poles are identified for removal and replacement with new Toronto Hydro Street Lighting Poles. If there is any delay by the utility company to install or remove the existing poles, the Contractor shall place expansion boards along the boxed out locations and supply and place temporary hot mix asphalt at the boxed out locations and proceed with adjacent sidewalk construction. The approximate locations of sidewalk box outs are shown on the Contract Drawings.

After the installation of utility poles are completed and existing poles are removed, the Contractor shall remove the temporary asphalt and complete the construction of the sidewalk at these locations.

The City will not accept any claims for damages or for any costs arising any delay by third party to remove or install new utility poles. All costs associated with remobilization of concrete construction crew and equipment, including traffic control for the construction of boxed out sections of sidewalk shall be incidental to the related items of work, no separate payment shall be made. Payment for the removal of sidewalk and construction of new sidewalk shall be at the Contract Unit rates.

SS.58.0 Private Fences

Special Provision No.

The Contractor shall carefully remove, salvage, modify and reinstall, (including repairs and replacement of materials damaged due to the Work), only those fences which are identified by the Contract Administrator, to facilitate sidewalk widening or construction.

Payment at the Contract Price shall be full compensation for all labour, Equipment, Material and storage required to do the Work.

The Contractor is responsible for assessing the site conditions at the tender stage and determine the most appropriate method for installing water without causing damage to existing fences. If for any reason the Contractor deems it necessary to remove an existing fence to facilitate the installation of a water service, the Contractor shall advise the Contract Administrator and property owner at least 48 hours prior to removal. The Contractor shall be responsible to carefully remove, salvage and reinstall all fences to their original condition, or better, to facilitate the installation of services. The Contractor shall be responsible to repair any damage done to fences as a result of their Work, to the satisfaction of the property owner and at

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no cost to the City. All costs associated with this type of fence removal, replacement or repairs shall be considered incidental to all related items of Work for water and sewer services installation. No separate payment shall be made.

SS.59.0 Construct Concrete Sidewalk, Concrete Entrances, Pathways and Sidewalk Reconstruction at the NE corner at Bond Street.

Special Provision No.

The scope of work to be done under this item shall be in accordance with Contract Drawings, City Standard Drawings T-310.010-1, T-310.010-2 and T-310.010-3 and Specifications TS 3.70, TS 1350 and TS 1010 and/or as directed by the Contract Administrator. The work for this item includes, but is not necessarily limited to:

- (a) Form, supply, place, finish and curing of 150 mm thick concrete sidewalk, concrete pathways, driveways and sidewalk monolithic with concrete curb or concrete unit paver base including transitioning depth of pathway and sidewalk to match proposed unit paver base depth.
- (b) Form, supply, place, finish and curing of 180 mm thick concrete sidewalk, concrete sidewalk monolithic with concrete curb, driveways, concrete bus stop pole pads, concrete unit paver base including transitioning depth of sidewalk to match proposed unit paver base depth and concrete entrances.
- (c) The supply, placement and compaction of Granular 'A' shall be paid for under the appropriate tender item.
- (d) Excavation and disposal off site of subgrade or base material to construct the pathway, sidewalk / entrances and granular bedding (including unshrinkable fill).
- (e) Grade, restore and repair surrounding areas disturbed during the removal and construction of sidewalk, pathways and entrances including any earth cut or fill, topsoil or sod required to match existing ground.
- (f) Concrete sidewalk construction that will temporarily restrict access to intersecting roadways or driveways must be done with advance notice and scheduling consultations with the Contract Administrator and the affected occupants to ensure some alternative arrangements can be worked out for the period of restricted access (i.e. completed sidewalk along entrance in multiple phases).

The Contractor is responsible for the mix design. The Contractor shall submit in writing to the Contract Administrator the proposed mix proportions. 7 days strength concrete shall be used as a minimum for this contract.

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Curing shall be as specified in TS 13.00.07.09.

Measurement for concrete sidewalk, pathways and entrances shall be by area of concrete sidewalk and entrances acceptably placed to the specified thickness as measured on site by Contract Administrator to the nearest 0.01 square metres. No payment shall be made for spilled or wasted materials.

Measurement for construction of monolithic sidewalk shall start at 200 mm from the edge of pavement according to T-310.010-4.

There shall be no separate measurement for loading, hauling and disposal of waste materials, formwork and debris, which are deemed to be included in the work.

If directed by the Contract Administrator, the Contractor shall use high early strength concrete (24 hour) over normal concrete within intersections and for concrete work at critical entrance locations. Early strength concretes (24 hour mixes) shall only use high early Portland cement (Type 30). Obtaining early strengths by additional quantities of type 10 Portland cement is not permitted.

Twelve (12) mm wide bituminous fibre joint material shall be placed between sidewalk and retaining walls and buildings and shall extend the full depth of the concrete sidewalk and shall be cut to 15 mm below the finished elevation. The sealant shall be applied to a depth of 15 mm to completely fill the void to the finished elevation.

The Contractor shall install grey, self-levelling Duraflex, or equal approved by the Executive Director, sealant at all expansion joints adjacent to retaining walls and buildings. The expansion joint material shall extend the full depth of the concrete sidewalk and shall be cut to 15 mm below the finished elevation of the sidewalk. The silicone sealant shall be applied to a depth of 15 mm to completely fill void to the finished sidewalk elevation. The sealant shall be a waterproof non-shrink type satisfactory to the Executive Director. This work shall be considered incidental to all related items of work. No separate payment will be made.

Payment for the sidewalk, pathways and entrances shall include the redistribution and compaction of the existing granular material. The supply, placement and compaction of Granular 'A' shall be paid for under the appropriate tender item.

Provisional item - At the NE corner at Bond Street, the Contractor shall remove a section of the sidewalk as per the instructions of the Contract Administrator in order that the City can verify whether it will be safe to remove the concrete widening at the bottom of the retaining wall and reconstruct the sidewalk with retaining curb as per drawing T-310.010-3 instead. The Contractor shall remove and reconstruct the sidewalk only if the City advise the Contractor in writing to do so.

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Payment at the Contract Prices shall be full compensation for all labour, Equipment and Material to do the Work.

SS.60.0 Construct Concrete Road Base

Special Provision No.

The supply and placement of concrete road base shall conform to TS 3.40, TS 3.45, TS 4.60 and TS 1350 except as modified herein.

Public or Contractor vehicle traffic shall not be permitted on the concrete base until a minimum of 70 percent of design strength has been attained.

All Concrete used for road base construction shall be manufactured to attain a minimum strength of 32 MPa in 7 days.

All Concrete used for road base construction or road base repair at street intersections shall be manufactured to attain a minimum strength of 32 MPa in 24 hour.

If the contract stipulates "Normal" concrete or the strength requirement is not stated, it shall be assumed that the concrete shall attain its minimum strength in 7 days. Unless otherwise shown, "High Early" concrete shall attain its minimum strength in 24 hours.

The sub-base shall be thoroughly soaked with water within five minutes of the placing of the concrete.

Dowels shall be installed as per Standard No T-508.010-1 and the contract drawings for joining to existing concrete base or existing monolithic curb and sidewalks. All costs associated with this work shall be considered incidental to all related items of work. No separate payment shall be made.

Payment of concrete road base for "Gutter Adjustments" shall be paid for under the appropriate tender item. No additional payments shall be made under this item.

Payment shall be made at the unit price bid for this item in the Form of Tender. Payment shall be full compensation for all labour, materials and equipment necessary to complete the work including the supplying, placing and finishing of the concrete road base, the supply and installation of dowels, the forming of the joints, the supply and placing of joint sealant and all other work as specified herein.

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.61.0 Additional Cost for High Early Strength Concrete

Special Provision No.

7 day concrete shall be used as a minimum for this contract. The supply and placement of concrete shall conform to TS 1350 except as modified herein.

If directed by the Contract Administrator, the Contractor shall use high early strength concrete over 7 day concrete for road base within intersections and for concrete work at critical entrance locations. High early strength concrete shall be 32 MPa in 24 hours and the mixes shall only use high early Portland cement (Type 30). Obtaining early strengths by additional quantities of type 10 Portland cement is not permitted.

No payment will be made under this item unless the Contractor is authorized or directed in writing by the Contract Administrator to provide this work.

Payment for this item at the unit price bid shall be payment in full for all labour, equipment and materials to satisfactorily complete the work.

.62.0 Permanent Pavement Restoration

Special Provision

April 2014

All trenches and excavations shall be restored in accordance with the permanent trench restoration detail as specified in the Contract Documents.

For composite pavements the contractor shall ensure the use of dowels, and 32MPa 24-hour concrete.

The asphalt base course, concrete base, and edges of the existing pavement are to be tack coated with SS-1 emulsified asphalt. Cost of supplying and application of the tack coat shall be incidental. Roadway curb and gutter and sidewalk impacted by construction shall be repaired with concrete equal to or better than existing condition.

All joints within the pavement shall be a 20mm hot poured rubberized asphalt joint.

The tender price shall include the supply of all labour, Equipment, and Material required to complete all works including complete trench restoration up to top asphalt layer.

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SS.63.0 Wet Milling of Asbestos-containing Asphalt

Special Provision

April 2014

Locations and depths of Asbestos Containing Pavement to be removed has been detected at the following locations as shown on the drawings.

Section	Mill / Grind
Area 1 – Sta. 371+10 to Sta. 371+50	Mill 40mm depth– all lanes
Area 2 – Sta. 375+40 to Sta. 378+00	Remove full depth to concrete road base – watermain trench

Procedure for Removing the Asbestos-Containing Pavement

The contractor (constructor) must comply with O. Reg. 278/05 “Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations”.

To control the spread of dust and fibres during milling operations, the Contractor shall apply wetting of the asbestos-containing pavement throughout the milling operations.

The Contractor will mill the existing asphalt pavement at each location for the depth noted above using milling and removal procedures as stated in this specification. If required, all asphalt driveways must be removed at the same time. Utility adjustments and repairs on driveways, sidewalk, curb/gutter and catch basins shall be completed after the milling of existing asphalt pavement and placement of the new base course are complete.

Under no circumstances will the stockpiling of asbestos-containing material be allowed at the site.

The Ministry of Labour operational approach

As per the latest Ministry of Labour operational approach, measures and procedures, as outlined in Reg. 278/05, are to be followed in the performance of the work, as follows:

- For non-classified operations, such as scarifying, milling, etc., measures and procedures for Type 1 operations may be applied if the equipment is attached to dust-collecting devices equipped with HEPA filters or if the asbestos-containing asphalt is wetted to control the spread of dust or fibres.

Measures and Procedures for Type 1 operations

The Contractor shall carry out the asbestos-containing pavement removal operations in such a way that the measures and procedures for Type 1 operations can be applied. In the event that a circumstance arises in which the contractor cannot control dust (through either the attachment of HEPA-filtered dust collecting devices to the equipment or wetting), the Contract Administrator must be notified and Type 2 measures and procedures must be followed during the performance of the work.

The contractor (constructor) must provide written notice of measures/procedures to be followed when performing the work to the contractor's (constructor's) joint health and safety committee/health and safety representative.

(a) Training

Workers on the project must be trained in:

- the hazards of asbestos exposure
- the use, care and disposal of protective equipment and clothing to be used and worn when doing the work
- personal hygiene to be observed when doing the work
- the measures and procedures prescribed by the Regulation

A letter shall be supplied to the City a week prior to the start of asbestos removals outlining the compliance with the Health and Safety training.

(b) Respirators

As per Paragraph 12 of Section 14, O. Reg. 278/05, if the Contractor's workers request respirators, the Contractor shall provide the workers with respirators. The respirators shall be as described in Section 13 and Table 2, O. Reg. 278/05.

The workers who are using respirators shall follow the instructions described in Section 13, O. Reg. 278/05.

To address heat stress during hot weather, the Contractor must develop a hot weather plan and ensure that the plan is followed.

(c) Protective Clothing

As per Paragraph 13 of Section 14, O. Reg. 278/05, if the Contractor's workers request protective clothing, the Contractor shall provide the workers with protective clothing. The protective clothing shall be as described in Paragraph 12 of Section 15, O. Reg. 278/05.

The workers who are using protective clothing shall follow the instructions provided in Paragraph 14 of Section 14, O. Reg. 278/05.

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To address heat stress during hot weather, the Contractor must develop a hot weather plan and ensure that the plan is followed.

(d) Eating and Drinking Prohibition

The Contractor shall advise their employees of the prohibition against eating, drinking, chewing or smoking in the work area.

(e) Dust Control

The spread of dust from the work area will be prevented by the following dust suppressant control measures:

- . Wetting down the work area prior to the start of operations.
- . Continued wetting throughout the duration of the operation by means of the equipment's own wetting-down mechanism, in the case of the milling machine, and an available water truck.
- . Wetting down and cleaning road surface prior to re-opening the road.

Under no circumstances will compressed air be allowed for any dust cleanup.

(f) Facilities for washing

The Contractor will be required to have facilities on site for the washing of hands and face. All workers will be advised to use these facilities when leaving the work area.

(g) Transportation of Dust and Waste

Dust and waste shall be deposited in a truck covered with a tarpaulin. The truck load shall be identified as asbestos waste, as required by R.R.O. 1990, Reg. 347. and described within this document.

Considering local roads, the Contractor is permitted to use regular dump trucks with tarpaulin to carry milled asbestos-containing asphalt from the job site to an approved local transfer station within Toronto. The dump trucks must carry a caution sign and the wording for the sign shall be: "CAUTION! Asphalt containing minimum 0.5% Asbestos". Further transportation of this asbestos waste from the transfer station to the approved disposal site shall be done using approved carriers and in accordance to R.R.O. 1990, Reg. 347.

The following documentation must be submitted by the Contractor prior to start of a milling operation which must clearly indicate 'Asbestos-Containing Material (ACM)' or Asbestos Waste in Bulk:

- . Certificate of Approval or Provisional Certificate of Approval from MOE for the transfer station.
- . Certificate of Approval or Provisional Certificate of Approval from MOE for the Waste

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Management System (carriers) to carry asbestos waste from transfer station to the disposal site.

- Certificate of Approval or Provisional Certificate of Approval from MOE for the Waste Disposal Site.

(h) Disposal of Removed Asbestos-Containing Pavement Material

The asbestos-containing millings must be disposed at an approved MOE disposal site for asbestos and asphalt material. All costs associated with this work, including but not limited to, the cost of haulage and all associated dump fees, shall be included in the appropriated bid items. No separate payments shall be made. Contractor shall be responsible for providing the copies of the weigh tickets from the transfer station and the disposal tickets produced from the disposal site to the City.

Payment at the Contract Price shall be full compensation for all labour, Equipment and Material to do the Work.

SS.64.0 Cold Milling of Asphalt Pavement

Special Provision No. RD402S01M

September 2012

Subsection 3.15.02 of TS 3.15 is amended by addition of the following paragraph:

Contractor shall refer to the geotechnical report which is included in the tender package for grinding recommendations at various locations within the construction zones.

BASIS OF PAYMENT

TS 3.15.10.01 Cold Milling of Asphalt Pavement - Item

Subsection 3.15.09.01 of TS 3.15 is amended by the addition of the following paragraph:

Measurement of asphalt removed by grinding shall be in square metres, **no adjustment shall be made if the variation in thickness is within a 20% tolerance.**

TS 3.15.09 MEASUREMENT FOR PAYMENT

TS 3.15.09.01 Cold Milling of Asphalt Pavement

Subsection 3.15.10.01 of TS 3.15 is amended by the addition of the following paragraph:

Payment at the Contract Price shall include full compensation for all labour, Equipment and Material to do the Work. Payment shall include water for the grinding of the asphalt, picking up, sweeping and cleaning up of all grinding materials and the transportation and disposal of the grinding materials offsite.

SS.65.0 Supply and Place HL-1 Surface Course Asphalt, HL-8 HS Binder Course Asphalt

Special Provision

October 2015

The contractor shall pre-mark maintenance holes and any other utilities before any asphalt paving operation takes place to ensure that they will not be buried.

Paving equipment to be used shall be equipped with joint heaters with adequate heating capacity to prevent the existence of cold joints during paving. **Echelon paving** shall be used for paving all top asphalt layer. The use of a **Materials Transfer Vehicle (MTV)** or approved equal is mandatory for all paving (base and top asphalt layers). The cost of echelon paving and Material Transfer Vehicle shall be incidental to the paving item. No separate payment will be made.

The depth of asphalt specified on the contract drawings shall be the compacted depth.

The Contractor shall provide a mix design for all asphalt mixes proposed for use in this contract at least ten (10) business days prior to the commencement of asphalt paving work.

Payment for hot mix shall be the Contractor's bid price to place asphalt by hand where required and when approved by the Contract Administrator and shall include adjustment of valve boxes.

For this contract the following clauses take precedence over TS 310.

TS 310.07.01.03 - Application of Tack Coat

Tack coat shall be applied to all milled surfaces, concrete road base and all surfaces to receive HL1 asphalt. The cost of supplying and application of the tack coat shall be incidental to the paving item. No separate payment will be made.

TS 310.07.01.10 - Longitudinal and Transverse Joints

The Contractor shall take every precaution necessary to avoid cold joints during paving operation. The Contractor shall note, as per TS 310, that both slag coarse and fine aggregate (steel slag and blast furnace slag) do not currently meet the specifications established by the City of Toronto, and as such, will not be considered for use in HL8 (HS) asphalt mix.

PGAC Requirements

The AASHTO performance graded liquid asphalt cement rating shall be as follows:

HL8 (HS) = PGAC- E 58-28

HL3 (HS) = PGAC- E 58-28

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HL1 = PGAC –E 64-28

PGAC shall be from MTO Designated Sources for Materials with supplier certificate of conformance with current MTO PGAC requirements.

PGAC quality assurance testing to be completed by laboratory participating in AMRL to satisfaction of City of Toronto. Testing shall be performed on PGAC before incorporation of liquid ant stripping additive.

The Contractor shall make provision for temporary hot mix ramping and temporary asphalt curbs including all hand laid work at locations as directed by the Contract Administrator. There will be no separate payment for the supply, construction and removal of HL3 (HS) asphalt temporary ramps and the supply and construction of HL3 (HS) asphalt temporary curbs.

No payment shall be made under this item to install temporary asphalt roadway, curb, sidewalk, driveway and private pathway restoration for the construction of watermains and test pits. All costs associated with the installation of temporary asphalt roadway, curb, sidewalk, driveway and private pathway shall be included in the Contract Price for the construction of watermains and test pits and no additional payment shall be made.

S.66.0 Granular Material

Special Provision

October 2015

The granular quantities specified in the Pricing Form represent the maximum amount of granular material that the City expects to be used, in order to complete the contract.

The Contractor shall note that the existing granular material in some areas, such as sidewalks, driveways, medians or boulevards and curb replacement may be of a reasonable depth and quality that it could remain, in lieu of excavating all and placing new aggregate.

The Contractor shall bid accordingly and the City of Toronto shall not be held responsible to cover any costs incurred by the Contractor for incorporating and/or distributing general costs, such as grading and compacting, into these items.

The Contractor shall not excavate any granular material until the Contract Administrator has inspected the native material and has instructed the Contractor on the required depth of excavation. Any excavation completed without the Contract Administrator consent shall be at the Contractor's own expense. Any remedial action required to correct any over excavation shall be at the Contractor's own expense.

SS.67.0 Hot Poured Rubberized Asphalt Joint Including Routing

Special Provision No.

Hot poured rubberized asphalt shall be placed at all joints constructed between the new asphalt surface and the existing asphalt surfaces, along new asphalt cold joints (if directed by the Contract Administrator) and as directed by the Contract Administrator.

The preparation and placement of hot poured rubberized asphalt joints shall be in accordance with OPSS 341, except that when the air temperature at the surface of the asphalt is less than 16°C or the surface asphaltic concrete contains Meta-Arkose, Dolomitic Sandstone or Gneiss, the joints shall be constructed by saw cutting only.

The joints shall be routed or saw cut to a minimum depth of 20mm and the width shall be at least 10mm, but shall not exceed 20mm.

The construction of the rubberized asphalt joints shall be completed within 24 hours of the placing of the asphalt surface.

Payment for this item at the unit price bid shall be payment in full for all labour, equipment and materials necessary to complete the work.

SS.68.0 Construct Asphalt Driveways, Walkways and Boulevards

Special Provision No.

The unit price bid per square metre shall include all excavation, removal and disposal of excess material off site (including unshrinkable fill) necessary to accommodate the specified depth of Granular A and HL-3F hot mix asphalt; for the saw cutting of existing asphalt pavement; for the supply, placing and compaction of 150 mm of Granular A and 80 mm of HL-3F (2 lifts) hot mix asphalt for residential entrances, boulevards, pathways, sidewalks and private approaches; for the supply, placing and compaction of 150 mm of Granular A, 50 mm of HL-3F and 75 mm HL8 (2 lifts) hot mix asphalt for industrial/commercial entrances and all other work necessary to complete this item.

3.69.0 Removal and Replacement of MH Frames and Covers

Special Provision No.

The Contractor shall note that not all sewer maintenance hole frames and covers are to be removed and replaced. The Contractor shall only remove the frames and covers identified by the Contract Administrator. At the time of construction, the Contractor Administrator will inspect the condition of all maintenance hole frames and covers and all defective units identified for replacement shall be pre-marked.

Payment for new maintenance covers item at the unit price bid shall be payment in full for all labour, including adjustments, equipment and materials necessary to complete the work. No additional payment shall be made for units removed without the Contract Administrator's approval.

SS.70.0 Installation of Tactile Walking Surface Indicators

Special Provision No. RD417S01

November 2015

Tactile walking surface indicators shall be placed at the corner of any controlled intersection where concrete curb or sidewalk is affected by the work.

Amendment to TS 3.70, April 2015

TS 3.70.04 DESIGN AND SUBMISSION REQUIREMENTS

Section 3.70.04 of TS 3.70 is amended by the addition of the following subsection:

TS 3.70.04.03 Contract Drawings Provided

The Contractor shall provide shop drawings and installation layout details (radius and tangent plate layout) for each radius. The Contractor shall not order any material until shop drawings have been approved. The City is not responsible for restocking or return charges or both for material ordered prior to the approval of the shop drawings.

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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Section 3.70.04 of TS 3.70 is amended by the addition of the following subsection:

TS 3.70.04.04 Contract Drawings Not Provided

The corner radius at the intersections varies from location to location. The City shall neither provide corner locations in advance nor will it supply any radius measurements to the Contractor. It shall be the sole responsibility of the Contractor to conduct survey and make assessment to retrofit corners with appropriate rectangular or radial tactile walking surface indicator plates or both. The Contractor shall provide shop drawings and installation layout details (radius and tangent plate layout) for each radius.

The City is not responsible for restocking or return charges or both for materials.

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

Section 3.70.07.15 is amended by deleting in its entirety and replacing it with the following:

TS 3.70.07.15 Ramps

Sidewalk accessibility ramps shall be according to drawing T-310.030-7, T-310.030-8, T-310.030-9, T-310.030-10 and T-310.030-11 with tactile walking surface indicators at all controlled and uncontrolled pedestrian crossing or as specified in the Contract Documents when:

- new sidewalk and/or curb is required at a new intersection
- an existing intersection is being reconstructed or widened which impacts the existing curb ramps
- the existing sidewalk and/or curb requires replacement due to condition, or
- the existing sidewalk and/or curb must be removed and replaced due to new traffic signal installation or other work.

In all other cases, existing curb ramps in each quadrant of an intersection may remain in place and should not be retrofitted with tactile walking surface indicator plates.

Cast iron Tactile Walking Surface Indicator Plates must be assembled prior to installation and shall be set into wet prepared concrete at each concrete sidewalk ramp as specified in the Contract Documents and according to the plate manufacturer's installation instructions.

Plates shall be cleaned after installation.

Tactile Walking Surface Indicator Plates should be cut to fit around utility maintenance hole covers, at no extra cost to the City.

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Tactile Walking Surface Indicator Plates must be positioned as close to the back of curb as possible; however, in order to accommodate corner radii, the maximum gap of 100 mm between the back of curb and the plates would be acceptable.

SS.71.0 Pavement Markings

Special Provision

October 2015

All pavement markings shall meet the requirements of the Uniform Traffic Control for Canada Manual or the Manual of Uniform Traffic Control Devices of Ontario (MUTCD) and/or as directed by the Contract Administrator.

The Contractor shall provide a mechanical sweeper to clean the road surface prior to the application of pavement markings. Pavement marking shall only be performed by an experienced and qualified subcontractor approved by the Contract Administrator. The work shall also include all required layout in conformance with the "Manual of Uniform Traffic Control Devices for Ontario" and/or as directed by the Contract Administrator.

Pavement marking shall be completed prior to opening roadway to traffic within 24 hours after paving operation finished.

All work shall be in compliance with OPSS 710, except as modified by this special provision.

OPSS 710.07.01 shall be amended by the deletion of the fourth paragraph and the replacement with the following:

Where the pavement marking scheme is not shown in the contract drawings, the Contractor shall supply and place all pavement markings to the same size and location as the existing pavement markings. The Contractor shall be responsible to make appropriate sketches prior to construction so that the existing pavement markings can be fully reinstated.

OPSS 710.07.03 shall be deleted and replaced with the following:

Pavement marking shall be obliterated or removed using an approved water blasting method only.

OPSS 710.07.06 shall be deleted and replaced with the following:

Short term pavement marking is required when an existing paved roadway, which is not to be reconstructed or resurfaced, requires pavement markings in different alignments and/or colours than the existing pavement marking.

Section 4A – Special Specifications

Tender Call No. 165-2016 Contract No. 16ECS-TI-18SP

As part of the work of pavement marking, the Contractor shall apply short term pavement markings for all affected markings, including but not limited to, centreline, lane lines, crosswalks and stop bars.

Short term pavement markings shall be applied conforming to MUTCD and as amended by Table 1 for Type C markings. The length of time before permanent markings are placed does not apply to this specification. The pavement markings shall stay in place as required. The Contractor shall inspect all short term pavement marking at the beginning and end of each week. The Contractor shall replace any failed pieces immediately.

Short term pavement markings shall not conflict with existing pavement markings. If required, the Contractor shall remove and replace the existing pavement markings as required.

Short term pavement markings placed on existing or on the final surface course shall be of the removable type.

OPSS 710.07.08 shall be deleted and replaced with the following:

All permanent pavement markings shall be field reacted polymeric pavement marking material in conformance with OPSS 1714.

All temporary pavement markings shall be organic solvent based traffic paint in conformance with OPSS 1712.

All short term pavement markings shall be temporary preformed plastic pavement marking tape in conformance with OPSS 1715.

OPSS 710.07.09.02 shall be amended by the addition of the following:

A "centre liner" shall be used for the application of all temporary pavement markings to demarcate centre and through lanes. Hand paint machines may be used for all transverse pavement markings and symbols.

All temporary pavement markings, required for less than a three (3) month duration, shall require only a single application. Temporary pavement markings required for longer periods shall require two (2) separate applications.

OPSS 710.07.09.05 shall be amended by the addition of the following to the end of the first paragraph:

Markings shall not be applied to any joints between the asphalt and any appurtenance. Markings shall not be applied to the surface of any utility frame and covers.

Section 4A – Special Specifications

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OPSS 710.07.09.05 shall be amended by the addition of the following:

The Contractor shall follow the manufacturer's guidelines for application on non-bituminous surfaces (i.e. concrete surface). Concrete surfaces require a primer/sealer to ensure adequate bonding of the permanent pavement marking.

OPSS 710.10.01 shall be amended by the addition of the following:

Payment for the temporary pavement marking item shall include the permanent removal of the markings and shall be paid under the traffic control item. The item shall also include any and all interim removals and replacements due to the failure of pieces to remain in conformance with specifications.

Payment for permanent pavement marking, when paid under the appropriate tender items and shall be paid upon final completion of each type of pavement marking.

SS.72.0 Supply and Special 'Green' Pavement Marking

Special Provision

1. **USE:** A durable, high skid and slip resistant, pavement marking material suitable for use as bike path, roadway, intersection, airport, commercial or private pavement delineation and markings.
 - 1.1. The material shall be a resilient light green thermoplastic, and shall exhibit high anti-skid/anti-slip properties.
 - 1.2. The material shall be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc.
 - 1.3. The material shall be capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
 - 1.4. The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic.
 - 1.5. The material shall not have minimum ambient and road temperature requirements for application, storage, or handling.
2. **MANUFACTURING CONTROL AND ISO CERTIFICATION:** The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective highway markings.

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3. **MATERIAL:** Must be composed of ester modified rosin resistant to degradation by motor fuels, antifreeze, lubricants etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Anti-skid/anti-slip elements shall be uniformly distributed throughout the material and on the top surface.

- 3.1. **Pigment:** The color of the pavement marking material shall be accordance with FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

- 3.1.1. Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

- 3.1.2. Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

- 3.1.3. The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

- 3.2. **Heating indicators:** The top surface of the material shall have regularly spaced indents. The closing of these indents during application, shall act as a visual cue that the material has reached a molten state allowing for satisfactory adhesion and proper embedment of the slip/skid resistant elements, and a post-application visual cue that proper application procedures have been followed.
- 3.3. **Skid Resistance:** The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 7 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303
- 3.4. **Slip Resistance:** The surface of the preformed thermoplastic material shall contain factory applied anti-slip elements with a minimum hardness of 7 (Mohs scale). Upon application the material shall provide a minimum coefficient of static friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum coefficient of static friction of 0.6 when tested according to ASTM D 2047.
- 3.5. **Thickness:** The material must be supplied at a minimum thickness of 90 mils (2.29 mm).

Section 4A – Special Specifications

Tender Call No. 165-2016 Contract No. 16ECS-TI-18SP

- 3.6. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

4. APPLICATION:

- 4.1. Asphalt: The material must be capable of being applied using the propane torch method recommended by the manufacturer, without minimum requirements for ambient and road temperatures, and without any preheating of the pavement to a specified temperature. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package.
- 4.2. Portland Cement Concrete: The same application procedure shall be used as described under Section 4.1, however, a compatible primer sealer, recommended by the manufacturer, shall be applied to the surface prior to the application of material to ensure proper adhesion.

5. **PACKAGING:** The preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3' long pieces. Legends and symbols must also be supplied in flat pieces. The cartons in which packed shall be non-returnable and shall not exceed 40" in length and 25" in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.

Payment for this item at the unit price bid shall be payment in full for all labour, equipment and materials necessary to complete the work.

SS.73.0 Vibration Monitoring During watermain replacement work

Special Provision

Particular location of concern is highlighted as:

- Shuter Street from George Street to Sherbourne Street (north side).

Monitoring programs described in this Special Provision shall not relieve the Contractor of their responsibility for undertaking whatever actions are required including installation of additional monitoring instrumentation and independent reading of instrumentation, to ensure that work proceeds in a safe and secure manner and as specified in the Contract Documents.

Construction monitoring shall be utilized to measure and document the following;

Section 4A – Special Specifications

Tender Call No. 165-2016 Contract No. 16ECS-TI-18SP

Horizontal and vertical movement of ground (soil), retaining structures, adjacent buildings and principal utilities resulting from the Contractor's operations;

Vibration of ground, building, utilities and structures resulting from construction operations; and

Noise levels generated by construction operations.

Review of monitoring data will ascertain conformance with specified criteria or indicate whether construction procedures and methods require modification or cessation in order to assure the safe and secure execution of the work, in compliance with any regulatory requirements, including Toronto Municipal Code §363-3.6 Construction Vibrations.

All vibrations caused by the construction shall not exceed the maximum allowable vibration levels for each specific structure and shall be according to City requirements.

Work included

Under this tender item, the Contractor must retain the services of an independent consulting engineer. This consulting engineer must be specialized in vibration control, analysis and soil movement in order to evaluate and validate the proposed method of work and operation.

Responsibilities of the Contractor and their consultants or subcontractors or both include:

The Contractor shall supply, install, and monitor any supplementary or additional instrumentation and interpret associated data as required to meet its obligations as specified in the Contact Documents and at no extra cost to the City;

Provide access to and protect existing monitoring instruments from damage during execution of the Work;

Installation, monitoring, and interpretation of data from instrumentation necessary to ensure construction operations including operational constraints as specified in the Contract Documents;

Arrangements and payment for supply, installation, maintenance, and removal of surface monuments, inclinometers, deep settlement rods, vibration and noise monitoring points, and other applicable instruments as required to properly monitoring the work;

Interpret all construction monitoring data from the specified instrumentation program as needed for the purposes of ongoing construction procedures and operations accordingly;

The construction operations will be carried out by qualified personnel with appropriate experienced supervision;

Section 4A – Special Specifications

Tender Call No. 165-2016 Contract No. 16ECS-TI-18SP

Technical report(s) with appropriate analysis and prediction of the vibration levels according to the opinion of the consulting engineer specialized in vibration control and analysis; and

The Contractor shall have the ability of producing test results immediately in the field. The Contractor shall immediately contact the Contract Administrator if either the Review Level or the Alert Levels are reached or exceeded.

The Contractor shall review the baseline results with the Contractor Administrator prior to any work proceeding.

All vibration testing results or other preventative control testing shall be submitted to the Contract Administrator on a regular basis, or upon request.

The application must include the following information:

Monitoring of vibrations, with the appropriate number of seismographs, is mandatory;

The seismographs shall be the portable types with the capability of producing on site printouts to record vibrations in three orthogonal directions including peak particle velocity, half-wave frequency, peak acceleration, peak displacement, and resultant particle velocity. This control will confirm the intensity of the vibrations generated by the construction works as projected. Furthermore, reports of recorded intensities shall be provided on a regular basis or at the request of the Contract Administrator;

At least two monitors would be used simultaneously and repositioned as work progresses. The peak particle velocity is measured in mm/s along with the corresponding frequency in Hertz using portable seismographs that can be positioned relative to adjacent structures during various activities that cause vibration. Measured and recorded data is compared to appropriate limits for the protection of the structure; and

Full monitoring by a specialist shall be required for all track removal or operations that require heavy breaking.

Requirements

In line with the Toronto Municipal Code §363-3.6, Construction Vibration levels shall not exceed the following peak particle velocities at ground level adjacent to any building:

8 mm/s at frequencies less than 4 HZ

15 mm/s at frequencies 4 to 10 HZ

25 mm/s at frequencies more than 10 HZ

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Further to the above limits, a factor of safety is applied for construction vibration measured at heritage buildings. Construction vibration levels shall not exceed the following peak particle velocities at ground level adjacent to any designated heritage buildings, as identified in the pre-condition site survey report:

- 5 mm/s at frequencies less than 4 HZ
- 10 mm/s at frequencies 4 to 10 HZ
- 16 mm/s at frequencies more than 10 HZ

Construction vibration levels shall not exceed the following peak particle velocities at trunk sewer, watermains, gas mains and other linear utilities:

- 10 mm/s for old (lined tunnel, brick, clay, cast iron) construction
- 25 mm/s for modern construction

The Peak Particle Velocity (PPV) measured on the utility pipelines, or at the closest point of the related structure with respect to the work, shall not exceed 50 mm/s. Furthermore, the maximum displacement for the vertical or horizontal component or both corresponding to the above stated vibration intensity should not exceed 50 mm at any given length of the pipelines in question.

Should the City or the Contractor receive any noise or vibration complaint from the public, the Contractor should verify that the general controls agreed to are in effect. The Contractor shall investigate any noise or vibration concerns and report to the Contract Administrator within one Day of the complaint on what actions have been taken to mitigate the issue.

In the event of a complaint and where measured vibration levels at the complainant's location exceed the limits, mitigation measures shall be implemented immediately to reduce the vibration levels so that they are below the limits.

If the general controls are complied with, but complaints about noise and vibration persist, Contractor will be required to investigate, and subject to the results of a field investigation, apply alternative mitigation measures where these are reasonably available.

Response Actions

Review Level: Value of instrumentation readings at which the Contractor assesses necessity of altering method, rate, and effort level of sequence of construction.

Alert Level: Value of instrumentation reading at which the City can order construction operations to cease and the Contractor shall make the site and affected properties secure and take necessary and agreed upon measures to mitigate unacceptable monitoring instrumentation levels and assure safety of work and the public. Alert level for each instrument represents maximum permissible measured levels due to activities associated with construction of work.

Section 4A – Special Specifications

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Baseline Reading: Initial readings taken prior to construction to provide a baseline against which all subsequent readings are compared to assess movements and changes.

If Review Level is reached:

- Meet with the Contract Administrator to discuss response action(s), and develop a review level response plan of action;
- Implement reviewed and accepted review level plan of action;
- Alert levels are not to be exceeded. Activities may be suspended in affected area with the exception of those actions necessary to avoid exceeding alert level or to make the work and affected properties safe and secure; and
- Develop and submit an alert level response plan of action to be implemented in the event that alert levels are exceeded.

If Alert Level is reached:

- Work can be stopped by the Contract Administrator. The Contractor shall bear any and all costs associated with such work stoppage;
- Meet with the Contract Administrator to discuss response action(s), and develop an alert level response plan of action;
- Install and monitor additional instruments as required; and
- Implement reviewed and accepted alert level response plan of action.

For all operations, if the Peak Particle Velocity (PPV) or the displacement limits are surpassed or both, all operations must stop notwithstanding any delays or costs incurred by the Contractor or Owner of the proposed Work. The operations shall resume only when the cause and remedy are established by the Contractor and with the approval of the Contract Administrator.

Should any subsequent recordings indicate vibration intensities or displacements above the prescribed limits all operations shall immediately stop. The Contract Administrator shall require that the Work be carried out according to methods it judges to be acceptable to the integrity of the utilities or related structures notwithstanding any delays or costs incurred by the Contractor responsible for the proposed work.

Basis of Payment

For payment refer to SS.7.0.



All dimensions are in millimetres and inches.

Header:

Fixed Toronto Primary Logo (Corporate Identity Program 2.1) and slogan text
Pantone 647 blue (with reversed white logos/text)

Body:

- 1 **Project Title** (two lines preferred)
Univers 65 bold - 250 pt, Pantone 647 blue, upper/lower case
Line 1: Project type (primary work) e.g., "Watermain Replacement"
Line 2: Primary street where work is taking place e.g., "Bloor Street West"
28 characters maximum per line
- 2 **Project Details** (one or two lines preferred may use three)
Univers 55 Roman - 200 pt, Black, upper/lower case
Provide limits of project e.g., " Bay Street to Avenue Road"
34 characters maximum per line
- 3 **Start**
Univers 65 - 150 pt, Black, upper/lower case
"Spring" +Year or "Summer" +Year or "Fall" +Year or "Winter"+Year or Month +Year
- 4 **End**
Univers 65 - 150 pt, Black, upper/lower case
"Spring" +Year or "Summer" +Year or "Fall" +Year or "Winter"+Year or Month +Year
- 5 **Contract Number** (two lines)
Line 1 Univers 55 Roman Bold - 150 pt, Black, upper/lower case
Line 2 Univers 55 Roman - 150 pt, Black, upper/lower case

Footer:

Fixed standard Call 311 identifier and City of Toronto web address, Pantone 647 Blue (with reversed white logo/text)

Notes:

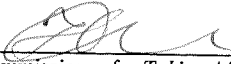
- Only 1, 2, 3, 4, 5 are fields in which text can be specific to each job.
- Project title and information should use clear language and avoid technical jargon and reflect Construction Notices.

Drawing specifications also found at: www.toronto.ca/ecs-standards

Section 4A – Special Specifications
Tender Call No. 165-2016 Contract No. 16ECS-TI-18SP

Attachment 1
Field Services Manual Appendix E –
As-built Features Requirements

This is Exhibit "MM" 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

Pre-Construction Meeting Minutes

**Major Road Resurfacing, Watermain Replacement and Watermain Trench Restoration
Shuter Street**

Date: July 21, 2016 **Contract No.** 16ECS-TI-18SP
Time: 1.30p.m – 4.00p.m **Location:** Metro Hall - 17th
 Commissioners Boardroom
Contractor: Four Seasons Site Development Ltd.
Attendees: City of Toronto: Julie Sharma, Sinead Canavan, Ernie Summers, Joe Pellegrini,
 Contractor: Rohit Bansal, Nick Marrone, Marco Paolini, Kyle Rollinson
 TTC: Stasia Osbourne
 Absent: Ann Khan, Jose Rubio

Distribution: All Attendees, Steve Adams, Manveer Ramburran/Stanley Yu

<u>ITEM</u>	<u>PARTICULARS</u>	<u>ACTION BY</u>																																			
NOTE:	Blue – pending items to do. Red – following up, completed, note.																																				
1.0	Introduction - Roles and Responsibilities																																				
	<ul style="list-style-type: none"> - Introduction and role of all meeting attendees. - Attendees filled-out contact information sheet and introduced themselves. - Main SITE Contacts for Construction Contract 16ECS-TI-18SP: <table border="1"> <thead> <tr> <th>Contact</th> <th>Position</th> <th>Organisation</th> <th>Email</th> <th>Cell Phone</th> </tr> </thead> <tbody> <tr> <td>Julie Sharma</td> <td>Project Engineer</td> <td>COT</td> <td>isharma@toronto.ca</td> <td>416-899-4736</td> </tr> <tr> <td>Ernie Summers</td> <td>Inspector - MAIN</td> <td>COT</td> <td>ecamach@toronto.ca</td> <td>416-659-9173</td> </tr> <tr> <td>Bob Runnings</td> <td>Traffic Work Zone Coordinator</td> <td>COT</td> <td>Rrunnings@toronto.ca</td> <td>416-338-5425</td> </tr> <tr> <td>Rohit Bansal</td> <td>General – Backup Contact</td> <td>Four Seasons Site Development</td> <td>rbansal@sitedevelopment.ca</td> <td>905-789-0111</td> </tr> <tr> <td>Nick Marrone</td> <td>Superintendent – Main Contact</td> <td>Four Seasons Site Development</td> <td>Nmarrone@sitedevelopment.ca</td> <td>416-522-6175</td> </tr> <tr> <td>Kyle Rollinson</td> <td>Site Supervisor – Site Contact</td> <td>Four Seasons Site Development</td> <td>krollinson@sitedevelopment.ca</td> <td>905-678-4043</td> </tr> </tbody> </table>	Contact	Position	Organisation	Email	Cell Phone	Julie Sharma	Project Engineer	COT	isharma@toronto.ca	416-899-4736	Ernie Summers	Inspector - MAIN	COT	ecamach@toronto.ca	416-659-9173	Bob Runnings	Traffic Work Zone Coordinator	COT	Rrunnings@toronto.ca	416-338-5425	Rohit Bansal	General – Backup Contact	Four Seasons Site Development	rbansal@sitedevelopment.ca	905-789-0111	Nick Marrone	Superintendent – Main Contact	Four Seasons Site Development	Nmarrone@sitedevelopment.ca	416-522-6175	Kyle Rollinson	Site Supervisor – Site Contact	Four Seasons Site Development	krollinson@sitedevelopment.ca	905-678-4043	
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	<p>Marco Paolini</p>	<p>Project Coordinator</p>	<p>Four Seasons Site Development</p>	<p>mpaolini@sitedevelopment.ca</p>	<p>905-767-4554</p>	
<p>2.0</p>	<p><u>Project Overview and Scope</u></p>					
	<ul style="list-style-type: none"> - <u>Nick is main contact</u> as will be onsite at all times. - <u>Rohit is to be cc'd on all correspondence.</u> - <u>Kyle is back up.</u> - City 2nd inspector will be determined as per required work schedule from contractor. - JS to provide a complete emergency contact list attached to the pre-construction minutes for all – back pages. 					<p>JP</p> <p>JS</p> <p>Info.</p>

3.0	<u>Communication Protocol</u>																					
	<table border="1"> <thead> <tr> <th data-bbox="386 463 824 491">Question?</th> <th data-bbox="824 463 1263 491">Answer:</th> </tr> </thead> <tbody> <tr> <td data-bbox="386 491 824 591">All email correspondence shall follow the title:</td> <td data-bbox="824 491 1263 591">16ECS-TI-18SP – XXX XXX is the <u>subject</u> of the issue</td> </tr> <tr> <td data-bbox="386 591 824 676">All contractor's correspondence to be directed to City of Toronto's <u>Contract Administrator</u></td> <td data-bbox="824 591 1263 676">Julie Sharma, Project Engineer, jsharma@toronto.ca</td> </tr> <tr> <td data-bbox="386 676 824 853">All queries at the site: to be directed to <u>City Inspector</u></td> <td data-bbox="824 676 1263 853">Ernie Summers esummers@toronto.ca City Inspector will advise Contract Administrator on the issues and progress of the project.</td> </tr> <tr> <td data-bbox="386 853 824 981">All correspondences sent to <u>Contractor</u> shall be addressed to:</td> <td data-bbox="824 853 1263 981">Nick Marrone Nmarrone@sitedevelopment.ca CC: Rbansal@sitedevelopment.ca</td> </tr> <tr> <td data-bbox="386 981 824 1055">Full time Site Supervisor for Contractor</td> <td data-bbox="824 981 1263 1055">Nick Marrone Nmarrone@sitedevelopment.ca</td> </tr> <tr> <td data-bbox="386 1055 824 1161">Back-up to Full time Site Supervisor for Contractor</td> <td data-bbox="824 1055 1263 1161">Kyle Rollinson krollinson@sitedevelopment.ca</td> </tr> <tr> <td data-bbox="386 1161 824 1204">Official Correspondence must be through</td> <td data-bbox="824 1161 1263 1204">Julie Sharma and Rohit Bansal</td> </tr> <tr> <td data-bbox="386 1204 824 1247">All site issues are to be directed through</td> <td data-bbox="824 1204 1263 1247">Ernie Summers and Nick Marrone</td> </tr> <tr> <td data-bbox="386 1247 824 1310">Direct contact from sub-contractors or suppliers</td> <td data-bbox="824 1247 1263 1310">Is discouraged.</td> </tr> </tbody> </table> <p data-bbox="423 1336 837 1364">- Project Contact List is as attached.</p>	Question?	Answer:	All email correspondence shall follow the title:	16ECS-TI-18SP – XXX XXX is the <u>subject</u> of the issue	All contractor's correspondence to be directed to City of Toronto's <u>Contract Administrator</u>	Julie Sharma, Project Engineer, jsharma@toronto.ca	All queries at the site: to be directed to <u>City Inspector</u>	Ernie Summers esummers@toronto.ca City Inspector will advise Contract Administrator on the issues and progress of the project.	All correspondences sent to <u>Contractor</u> shall be addressed to:	Nick Marrone Nmarrone@sitedevelopment.ca CC: Rbansal@sitedevelopment.ca	Full time Site Supervisor for Contractor	Nick Marrone Nmarrone@sitedevelopment.ca	Back-up to Full time Site Supervisor for Contractor	Kyle Rollinson krollinson@sitedevelopment.ca	Official Correspondence must be through	Julie Sharma and Rohit Bansal	All site issues are to be directed through	Ernie Summers and Nick Marrone	Direct contact from sub-contractors or suppliers	Is discouraged.	Info.
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4.0	<u>Emergency Contact List and Numbers</u>																					
	<p data-bbox="391 1485 1157 1598">In addition to the names and numbers below (see attached list), 24 hour emergency contact name and phone number from the Contractor will be required and to be attached to this meeting minutes. 24 hour emergency contact names</p> <ul data-bbox="435 1623 959 1704" style="list-style-type: none"> - City of Toronto: 311 - Contractor: Rohit Bansal 905-789-0111 - Backup: Nick Marrone 416-522-6175 	Info.																				

5.0	<p><u>Status of Executed Documents</u></p>	
	<ul style="list-style-type: none"> - The contract was awarded on July 6, 2016. - FSSD to submit Executed Documents to the City by July 20, 2016. - The executed copies of the contract documents have been picked up by and returned by Four Seasons Site Development Ltd. on July 15, 2016. - The City will review the contractor's executed contract documents. Following favourable review, the Order to Commence Work letter will be issued. <p>The construction to start four (4) days from the Order to Commence Work Letter.</p>	JS
6.0	<p><u>Construction Schedule</u></p>	
	<p>As discussed, it is agreed between the Contractor and the City that the <i>tentative</i> construction start date is August 2, 2016, pending all executed documents and approvals in place, and weather permitting.</p> <p>A complete detailed construction schedule is required and to be submitted prior to mobilization and within 7 days after the Contract award. The duration on the schedule must match the tendered duration and the schedule is to include:</p> <ul style="list-style-type: none"> - The starting location and sequence of work - Contract milestones and major subtrade mobilization - Schedule to match suggested sequence of work provided in the specifications if applicable - Schedule encompasses constraints specified in the specifications, construction phasing and staging <p>Pending Items prior to construction commencing:</p> <ul style="list-style-type: none"> - Utilities Locates - Site Office as per TS. 1.00 and the FSSA is in order <ul style="list-style-type: none"> o Nick to confirm locations. o Sinead: Moss Park suggested o Joe P. stated as per TS 1.00, for Health and Safety purposes, if no trailer is provided, a site inspector cannot be provided for the project. - Capital Improvement Project Construction Signs and Changeable Message signs. - Order to Commence Work Letter <p>Received items to date:</p> <ul style="list-style-type: none"> - Contractor's executed contract documents <p>Pending items to the Contractor</p> <ul style="list-style-type: none"> - Purchase Order – has been sent out. - Digital Wording Format for Mesh Fence Banners. - Locations of Capital Improvement Project Construction Signs, Advisory and Changeable Message signs. 	<p>RB</p> <p>RB NM</p> <p>RB/MP JS</p> <p>JS/SC JS</p>

	<p>Provided to Contractor</p> <ul style="list-style-type: none"> - Form 1000 (at meeting) - Notices <ul style="list-style-type: none"> o Water shut off – FSSD contact on notice. o Driveway Notices – City Inspector contact on notice. o Inspection for Vibration Monitoring – Julie/PM on notice. <p>The project start date based on pre-construction meeting is:</p> <ul style="list-style-type: none"> - August 2, 2016. <p>The new project completion date including site restoration, clean-up and rectification of all deficiencies is:</p> <ul style="list-style-type: none"> - October 25, 2016. <p>Any requests for extension to contract time must be made in writing as soon as it becomes evident as per GC 3.07.</p> <p>For the purposes of assessing Liquidated Damages, the daily Delay Amount shall be deemed to include the Liquidated Damages until the maximum Delay Amount is reached, whereupon Liquidated Damages will continue to be assessed for additional delay in accordance with the Contract.</p> <ul style="list-style-type: none"> - Rohit to provide an updated schedule for review to JS as the one submitted July 20, 2016 will not accommodate enough time to start (July 25, 2016 start date) due to the coordination required from all parties. - Extended hours to be shown on the schedule. - Nick confirmed working hours will work 7am-7pm with 2 crews as per the nature of the work. - For any work beyond 5.30pm, 48hours notice required. 	<p>RB</p> <p>RB</p> <p>JP/NM</p>
<p>7.0</p>	<p><u>Updated Schedule</u></p>	
	<p>Contractor to provide an updated bi-weekly schedule at each Progress Site Meeting.</p>	<p>NM</p>
<p>8.0</p>	<p><u>Public Relations or Events</u></p>	
	<p>Strong public relations to be maintained at all times.</p> <p>All public complaints to be forwarded to the Contract Administrator directly.</p> <p>The contractor shall respond quickly to any enquiry, complaint, or problem.</p> <ul style="list-style-type: none"> - JS provided notice template to the Contractor in order to provide written notice to the residents for upcoming work which will directly effect the: <ul style="list-style-type: none"> - Notices <ul style="list-style-type: none"> o Water shut off – FSSD contact on notice. o Driveway Notices – City Inspector contact on notice. o Inspection for Vibration Monitoring – Julie/PM on notice. - JS stated that date of delivery and residence no. delivery to be noted by contractor for reference. 	<p>JS</p> <p>MP</p>

9.0	MOL Notice of Project	
	<p>As per the Occupational Health and Safety Act, <u>Four Seasons Site Development Ltd.</u>, is deemed as the constructor.</p> <p>The Contractor is the Constructor and is responsible to obtain MOL Notice of Project. MOL Notice of Project to be on site at all times. The City has provided a copy of the completed Registration of Constructors & Employers Engaged in Construction (Form 1000) to the Contractor. This Form should also be on site at all times.</p> <ul style="list-style-type: none"> - JS to provide a copy to RB/MP. - Note: All Employers engaged in construction of this project should provide a copy of a complete "Registration of Constructors and Employers" form to Contractor. <p><u>Four Seasons Site Development Ltd.</u> is reminded to notify the City immediately in the event of any emergency</p>	JS
11.0	<u>Health & Safety</u>	
	<p><u>Safety Regulations:</u> The contractor is to follow all pertinent safety regulations, such as OHS (Latest Edition) including the use of hard-hats, safety boots and vests at all times. This requirement will also apply to all city staff and visitors within the construction site.</p> <p>Contractor reminded to notify the City of any accidents and Ministry of Labour site visits as per the contract.</p> <p>ECS shall be provided with the copy of contractor's Health and Safety meetings.</p> <p>Note City of Toronto Accessible Customer Service Training Requirements http://www.toronto.ca/citybusiness/accessibility_training.htm</p> <p>Note that the City's Workplace Violence Policy (posted at http://wi.toronto.ca/intra/hr/policies.nsf) also applies to contractors.</p> <p>When cleaning the catch basins and maintenance holes, tripod and harness equipment are required for the crew as working within confined space.</p> <p><u>Traffic Protection Plan:</u> Traffic Protection Plan for the workers must be in place. Proper protection of pedestrians and vehicles is required at all times.</p> <p>Pedestrian safe access shall be provided at all times.</p> <p><u>Locates & MSDS Sheets:</u> City to be given copies of utility locates and all most updated MSDS sheets.</p> <p>The Contractor is to obtain all the required locates (including sewer and watermain locates). A copy of the complete utility locates should be made available on site. No work shall commence until all the required locates are in place.</p>	<p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p>

	<p>WSIB: Contractor shall provide WSIB clearance.</p> <p>At all times the site shall be maintained, and staff shall be operating, in accordance with the Occupational Health and Safety Act.</p> <p>First Aid, eye flush, hospital direction and all safety labels/signs to be provided and accessible on site at all times.</p> <p>FSSD health and Safety contact – Chris Chechak, T: 416-606-3487 – will only attend meetings if issue of H&S occurs.</p> <p>RB/NM to provide the following:</p> <ul style="list-style-type: none"> - Locates which are to be <u>followed up on the status</u> by Monday July 25, 2016. - MSDS sheets to be provided in the trailer. - First aide for trailer. - Traffic Plan. - A copy of investigations from FSSD for improvement for progress, recognising incidents and accidents, concurrently with active jobs. - FSSD's Health & Safety Policy at trailer - MP - Emergency Contacts list, numbers and hospital routes– in booklet - Traller audit before start of work. - Whisper Generator – confirmed yes. 	<p>RB/NM</p> <p>RB/NM</p> <p>MP</p> <p>ES/JP</p>
<p>11.0</p>	<p><u>Permits and Approvals</u></p>	
	<p>The City has obtained the Cut Permit</p> <ul style="list-style-type: none"> - Shuter St. – Permit Number: 72087101 - JS provided a copy to the contractor. <p>The City has obtained the MOE Permit – Permit Number:</p> <ul style="list-style-type: none"> - DW-2016 – LTE - 002 <p>Contractor shall keep a copy of Occupation Permit/Cut Permit on site all the time.</p>	<p>NM</p>
<p>12.0</p>	<p><u>Traffic Control & Staging</u></p>	
	<p>The contractor is to maintain traffic at all time as specified in the Contract.</p> <p><u>As a minimum, all Traffic Control shall conform to OTM Book 7 including tapers.</u></p> <p>A traffic control plan, construction staging plan, and work zone protection plan after work hours, if needed, to be submitted for review prior to commencement. Copy to be provided to Michel Raymond.</p> <p>All construction signs must be up to current standards.</p> <p>The City will provide the Perimeter Warning Signs. Locations will be determined by Transportation services, c/o Bob Runnings/Ann Khan.</p>	<p>NM</p>

	<p>The Contractor shall provide a total of:</p> <ul style="list-style-type: none"> - 10 Advisory signs as per item 7 in the tender book; - 4 Changeable message signs, as per item 5 in the tender book; - The Contractor shall coordinate with City inspector for the placement and locations of these signage and Bob Runnings/Ann Khan. - Specialised wording will be provided to the Contractor for the changeable signs. <p>All commercial and residential driveways are to remain open whenever possible.</p> <p>Traffic control shall be as per TS 1.00 and Special specification GN503S01.</p> <p>City to coordinate parking exemption on both streets. * <i>JS informed Police Services regarding parking exemption.</i></p> <p>Towing charges shall be included in the bid for traffic control according to TS 1.00. Contractor is to proactively notify the residents before construction.</p> <p>Contractor and Inspector to coordinate with TTC (Kirpal Parhar) of any issues with respect to the bus stops, temporary relocation, and the wheel transit as required during construction. 48 hours (minimum) notification required.</p> <p>City will prepare and issue RODARS notification. * <i>RoDars already sent - JS</i></p> <p><i>The Contractor shall inform the City inspector of the traffic signs to be temporarily removed/bagged. The City inspector will coordinate for the required works.</i></p> <p>John Papaconstantinou @ 416-395-7428 should be contacted to coordinate traffic sign removal as required. The email address is jpapaco@toronto.ca.</p> <p>FSSD TCP Proposal at Meeting:</p> <ul style="list-style-type: none"> - Further to Phase 1 in Special Specifications, FSSD proposed for Phase 1a – Yonge St. To Victoria St. as such within the first 5 days of contract work: <ul style="list-style-type: none"> o N/E corner of Yonge St./Shuter St. to be undertaken for first day (Day1) only to tap into main at Yonge St. o One way traffic west bound from Victoria St. to Yonge St. for the 5-days for Phase 1a. o PDO to direct pedestrians and traffic accordingly across the intersection of Yonge St./Shuter St./Eaton Centre Parking access. o Vehicles leaving Eaton Centre parking access to turn left on Yonge St. o Possible left turns onto Adelaide St. proposed. o PDO at Victoria St. - In lieu of the one-way traffic, City asked if during the night, can the trench be plated and open to traffic – cost too high by FSSD, hence the proposal above was put forth. 	<p>NM/JS</p> <p>JS</p> <p>JS</p> <p>JS</p> <p>NM/ES</p> <p>JS</p>
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	<ul style="list-style-type: none"> - After passing Victoria Street intersection, 2-way traffic to be maintained after the work on Phase 1a is complete. - FSSD put on notice for connections can occur between 12:00am – 6:00am. - JS to review with Traffic Unit. - Update from Massey Hall to be sent to the contractor in terms of loading/stoppages and how to coordinate with the proposed TCP by FSSD. 	JS
13.0	<u>Toronto Water Protocol and Support</u>	
	<ul style="list-style-type: none"> - TW are responsible for operating the valves. - 48 hrs notices not counting weekends is required for TW staff to be in attendance at site. 	ES
14.0	<u>Disinfection and Chlorination Proposal</u>	
	<ul style="list-style-type: none"> - Attached specification – TS – 7.70.01 - Vipe (Sub for FSSD) to provide disinfection proposal. 	NM
15.0	<u>Traffic Signals and Timings</u>	
	<ul style="list-style-type: none"> - Based on FSSD TCP proposal as per Section 12.0 JS to contact Traffic to check if feasible and whether timing cards for signals need to be amended for the Phase 1a of the work. 	JS
16.0	<u>Occupation and Use of Site</u>	
	<p>Engineer's "field office and related temporary facilities" shall be in place prior to construction starting. Contractor to propose a location for the site office.</p> <p>The hours of work is Monday to Friday, generally from 7 am to 7 pm. Weekend works shall be required as needed. Contractor shall provide 1-week notice in advance for any scheduled weekend work and night work in keeping with the current applicable schedule. If this is not in the schedule, it should be updated to reflect the extended hours and/or overnight work.</p> <p>Contractor is reminded that work cannot begin until the field office is set-up with the requirements of new TS 1.10 and the Field Safety Audit.</p> <ul style="list-style-type: none"> - Location of site trailer proposed within the work zone at Sherbourne St limit during first part of work, and to be moved to another location when the work progresses to Sherbourne St. limit. For remainder of contract. - Moss Park provided as an alternative. - Inspector will not be onsite unless a trailer is provided at start of project. - NM to confirm location to JS. <p>Contractor is responsible for parking, site access, all equipment and materials delivered on site and for security of his own materials and equipment at all times. Daily clean-up is important. Walkways and roadways must be kept clear at all times, especially at the end of each working day.</p>	RB/NM RB/NM NM

	The Contractor shall restore the area to the original shape once the work is complete.	
17.0	<u>Pre-Commencement Activates</u>	
	<ul style="list-style-type: none"> - Contractor to provide preconstruction videos in digital format before start. - Digital copies to be provided by next week. 	NM MP
18.0	<u>Mix Designs /Material Testing / Quality Assurance</u>	
	<p>The Contractor is to make necessary arrangements for Quality Assurance testing. Contractor shall submit mix designs of HL1, HL3 and HL8 HS asphalt work and 32 MPa ready mix concrete for concrete works and unshrinkable fill.</p> <ul style="list-style-type: none"> - MP to provide digital copies. <p>Contractor shall submit a <u>QC Plan</u> for all the material to be used in this contract.</p> <ul style="list-style-type: none"> - Testing is to be as per Field Services Manual. <p>No material placement will be allowed without the approved mixed designs.</p> <p>Tickets for all material to be presented upon delivery to site. Material used is subject to weight verification.</p> <p>Deficiencies All known deficiencies are to be completed prior to leaving the site. The determination of contract completion will be determined as per the Lien Act including the deduction of the estimate cost of the deficiencies.</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>	MP MP NM/KR
19.0	<u>Material Supplier and Sub-Contractor List</u>	
	<p>Contractor to send a list of revised Subcontractor, if applicable, and a list of material suppliers.</p> <ul style="list-style-type: none"> - RB to provide update on subs. 	RB
20.0	<u>Disposal of Excess Material</u>	
	<p>Asbestos containing asphalt was identified on Shuter St. within project limits.</p> <p>A detailed asbestos removal plan (Type 1 operation) as specified in the contract, including saw cutting, storage, transportation and disposal, to be submitted for review prior to any construction works on asbestos containing street. The normal review period is 7 working days. The Contractor is urged to submit all plans well in advance for review and approval.</p> <p>The Contractor shall provide signs during asbestos removal at each end with wordings "Dust hazard".</p>	MP/NM MP

	<p>If required, air monitoring will be performed by City for asbestos containing asphalt removal operations. No full road closures will be permitted during asbestos removal.</p> <p>Temporary asbestos asphalt stockpiled on site must be stored in an acceptable closed container.</p> <ul style="list-style-type: none"> - Asbestos removal area in contract. RB requested confirmation on area. Only trench or entire pavement within limits as per Special SS.63.0 <p>City to be notified in writing of the dumpsite being used. Contractor shall provide a copy of their disposal agreement for excess excavated non asbestos and asbestos containing materials.</p> <p>Payment for asbestos removal will not be made unless tickets from the Landfills where disposed of are provided by noon the next day.</p> <ul style="list-style-type: none"> - COT to keep track of tickets by licence plate of truck and time leaving site. 	<p>JS</p> <p>NM</p> <p>ES</p>
21.0	<u>Construction Notice to Residents</u>	
	<p>Pre-Construction Notices have been delivered by City/Canada Mail.</p> <p>Construction Notices will be issued and delivered by the City to residents and councillor with the exact construction date, in general 7 days prior to the commencement of work, including asbestos information.</p> <p>Other Notifications with respect to construction activities shall be coordinated, prepared and distributed to the affected residents by the Contractor. All notices should be reviewed by the City prior delivery to the affected residents as per Contract.</p> <ul style="list-style-type: none"> - See section 6.0 and 8.0 above. - 48hours notice for TW shut off, request via ES for the number of valves and size of the main. Karla/John are TW contacts. - Downtown notification via Twitter and briefing note for construction stage. 	JS/SN
22.0	<u>Sub-Contractors</u>	
	<p>Sub-Contractors shall be used as listed in the tender document – (see item 16.0 also).</p> <p>Any changes or any addition of sub-contractors to the contract must be submitted in writing including company's name, address, telephone number and the contact person, and approved by the City prior to any work being undertaken by the Sub's.</p>	
23.0	<u>Progress Payments & Extra Work</u>	
	<p>Progress payments shall be finalized every four weeks and capture all works completed including additional/extra works invoiced. The first payment cut-off date</p>	

	<p>will be thirty (30) calendar days after the issuance of the Order to Commence Work letter.</p> <ul style="list-style-type: none"> - Contractor is required to sign the inspection reports prior to submission for review and payment per cycle. - RB confirmed Nick/Kyle to sign inspection reports. - Vipe to sign off on final watermain work. <p>The Contractor shall submit the revised schedule bi-weekly prior to the City's issuance of the monthly progress payment.</p> <p>Any extras, credits, claims, delay costs and <u>extensions should be identified, discussed, and submitted promptly before the work proceeds so that time and materials can be recorded if there is a dispute.</u> Extra work prices and quotations should include all costs including HST and extension costs, if any, as an extension may be granted later but costs will not be dealt with at completion. Extension requests should also be included in the quotation.</p> <p><u>Should the Additional/Extra work & Claims, Change Order not be finalized on time, they will be included on the next/later progress payment.</u></p> <p><u>All additional/extra work must be approved and signed by the Engineer and proper authority from the City (for Change Directives) prior to the work commencement.</u></p> <p>After the fact claims will not be considered. The Contractor shall give oral notice immediately, written notice in 7 days followed by the detailed claim in 30 days after completion of the work affected by the situation. The Contractor should follow GC 3.14 Claims, Negotiations and Mediation.</p> <p>Names of three (3) Levels of Staff who may be involved in Discussion/Negotiations resolve Disputed</p> <ul style="list-style-type: none"> - Contract Administrator – Julie Sharma - Manager, Engineering and Construction Services, Transportation Infrastructure, Major Roads – Steve Adams - Director / Executive Director, Engineering and Construction Services, Transportation Infrastructure – Frank Clarizio 	<p>RB</p>
<p>24.0</p>	<p><u>Third Party Claims</u></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> <p>The Contractor shall follow the Contract Section 5A – Specific Conditions of Contract, 29. Service Standards for Contractor's Responding to Third Party Claim, Page 5A-17 to page 5A-18.</p>	
<p>25.0</p>	<p><u>Contractor Evaluation</u></p>	
	<p>The evaluations are required after the first month and possibly one final evaluation at the completion of the contract.</p> <ul style="list-style-type: none"> - JS stated 2; one at beginning, and end. 	<p>JS</p>

26.0	<p><u>Document Requirements</u></p>	
	<p>The City provided the following documents to the Contractor:</p> <ol style="list-style-type: none"> 1. Contract documents to be executed 2. City's Temporary Cut Permit 3. Form 1000 4. 3 sets of drawings. <p>The City to provide the following:</p> <ol style="list-style-type: none"> 1. Driveway Notices – digital copy. 2. CE no.1 3. Changeable message signs message wording. 4. Grade Sheets – digital copy. 5. Blank copy of contract document, set of full size and reduce size drawings – upon request. 6. TCP proposal as per meeting discussion for Phase 1a for comment and review. <p>The Contractor shall also submit the following to the City:</p> <ol style="list-style-type: none"> 1. Material Safety Data Sheet, Company's Safety Policy -Trailer. 2. Ready mix concrete design (including Unshrinkable Fill), expanded asphalt mix design – Digital Copies. 3. Construction schedule including weekends with proper staging, milestone and completion date. 4. Construction Staging Plan & Traffic Control Plan. 5. Dump site information and location for surplus materials. 6. Copies of all the utilities locates (to be kept on site) - updated. 7. Material supplier's list. 8. Quality Control Plan. 9. First aide for trailer. 10. A copy of investigations from FSSD for improvement for progress, recognising incidents and accidents, concurrently with active jobs – JS to clarify. <ol style="list-style-type: none"> a. The investigations would only be if the Contractor had an event of sorts ie: accident/incident or anything that could negatively impact the City or its employees. b. A copy would be requested of incident/accident report and other documentation in the event of an occurrence. 	<p>JS</p> <p>RB/NM</p>
27.0	<p><u>Other Business</u></p>	
	<p><u>Construction Layout</u> The Contractor shall perform the required construction layout for Shuter St.</p> <p>One (1) week notice (minimum) is required for layout location.</p> <p>- JS to provide digital copies.</p>	<p>JS</p>

	<p><u>Mutual Street</u></p> <ul style="list-style-type: none"> - Street: Mutual St. - Limits: Queen to Shuter - Type of work scheduled: Sewer replacement and resurfacing Duration? We don't have a construction schedule yet, but most probably from mid-August to mid-October. - Duration: ~ tentatively mid-August. - Contractor: Rabcon - Inspector: Consultant GHD <p>* JS to coordinate with PM – site meeting pending</p> <p><u>Additional Assistance</u></p> <ul style="list-style-type: none"> - Residences on Shuter St. (east limit): - Access to laneways on Shuter (West limit) <p><u>Weekend Work</u></p> <ul style="list-style-type: none"> - NM to inform JS of any scheduled weekend work. - Intersection work only. <p><u>Pre-Paving Meeting</u></p> <ul style="list-style-type: none"> * To be held 1-week before. <p><u>TTC</u></p> <ul style="list-style-type: none"> - Jose is main contact – in form of schedule. - Night bus 320 and day bus 97 routes to be aware of. - TTC aware of delays. - Victoria St. tracks used as a loop for streetcar turnaround. - JS to follow up with Kirpal on scheduling. <p><u>Vibration Monitoring</u></p> <ul style="list-style-type: none"> - Addresses to be provided. <p><u>TW/Vibe Meeting</u></p> <ul style="list-style-type: none"> - TBD as early as next week. <p><u>Mobilise</u></p> <ul style="list-style-type: none"> - Earliest July 25, 2016 - Latest Aug 2, 2016 – confirmed by FSSD as start date due to coordination. <p><u>Site Trailer</u></p> <ul style="list-style-type: none"> - Seams for site office security – MP to follow up. <p><u>Site Clean Up</u></p> <ul style="list-style-type: none"> - Sweeper or skidster to be used. - Water to keep dust down. <p><u>Schedule</u></p>	<p>JS</p> <p>KR/ES</p> <p>JS/NM</p> <p>JS</p> <p>JS</p> <p>MP</p> <p>KR/NM</p>
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	<p>- Milling of asbestos to be confirmed - JS</p> <p>Best Practices It is strongly recommended that the Contractor follow the best practices with respect to any and all work requiring excavation as set out in the document titled, "Ontario Regional Common Ground Alliance Best Practices Version 5.0 - February 2009" ("Best Practices") which is available at http://www.orca.com/home.asp. In the event of a conflict or inconsistency between the "Best Practices" and any other specification, provision or requirement of the Contract, the contractor shall comply with the specification, provision or requirement of the contract (Included in the minutes after the meeting).</p>	JS
28.0	Next Meeting	
	<ul style="list-style-type: none"> - Site progress meetings to be held on a bi-weekly basis on site trailer. - 1st Progress meeting TBD. - First meeting date to be confirmed. 	JS/RB

There being no further matters for discussion, the meeting was adjourned at 3.30 p.m.

Minutes considered accurate as written if no comments are received by Aug 8, 2016.

Minutes taken by: Julie Sharma, P.Eng.

List of Attachments:

1. Emergency Contact List
2. Pre-Construction sign in sheet.



Engineering & Construction Services

Metro Hall
55 John Street – 16th Floor
Toronto, On M5V 3C6

Steve Adams, P.Eng. – Manager
Transportation Infrastructure – Major Roads

Reply to: Julie Sharma, P.Eng.
Tel: 416-396-7157
Fax: 416-392-6279
jsharma@toronto.ca
www.toronto.ca

Contract No.: 16ECS-TI-18SP

Major Road Resurfacing, Watermain Replacement and Watermain Trench Restoration
Shuter Street

PROJECT CONTACT LIST Name	Role	Contact Information
City of Toronto		
Julie Sharma	Project Engineer City of Toronto - Engineering and Construction Services	Tel. 416-396-7157 Cell: 416-899-4736 Fax: 416-392-6279 E-Mail: jsharma@toronto.ca
Joe Pellegrini	Construction Supervisor City of Toronto - Engineering and Construction Services	Tel. 416-394-8441 E-Mail: jpellegr@toronto.ca
Ernie Summers	Inspector City of Toronto - Engineering and Construction Services	Cell: 416-436-5491 E-Mail: esummers@toronto.ca
Jose Rubio	TTC	Tel. 416-389-1540 E-Mail: jose.rubio@ttc.ca
Bob Runnings	Traffic Work Zone Coordinator City of Toronto Trans. Services	Tel. 416-338-5425 E-Mail: rrunnings@toronto.ca

Four Seasons Site Development - Contractor		
Rohit Bansal	COO / Back-Up 24 Hour EMERGENCY	Cell: 905-789-0111 Email: rbansal@sitedevelopment.ca
Nick Marrone	24 HOUR EMERGENCY / Site Superintendent – Main Contact	Cell: 416-522-6175 Email: Nmarrone@sitedevelopment.ca
Kyle Rollinson	Site Supervisor – Site Contact	Cell: 905-678-4043 Email: krollinson@sitedvelopment.ca

This is Exhibit "NN" referred to in the Affidavit of ROHIT
BANSAL sworn March²⁹., 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: Nick Marrone [IMCEAEX-_O=FIRST+20ORGANIZATION_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=NMARRONE@sitedevelopment.local]
Sent: Monday, August 08, 2016 1:12 PM
To: Rohit Bansal
Subject: Fw: Shuter - Aug 8 2016

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Julie Sharma <jsharma@toronto.ca>
Sent: Friday, August 5, 2016 4:12 PM
To: Nick Marrone; Marco Paolini
Cc: Kyle Rollinson; Sinead Canavan; Stephen Adams; Ernie Summers; Joe Pellegrini
Subject: RE: Shuter - Aug 8 2016

Hi Nick,

The City will not entertain charges of any kind. The acceptance of Phase 1a to proceed and be undertaken within the first 5-days is based On FSSD's proposal as per our discussion at the pre-construction meeting.

Kindly set up the work for Phase 1a for the period of Aug 8-12, as per our discussions.

Also, the set up for Phase 1b is now to follow once the entire watermain installation of Phase 1a has been undertaken, based on FSSD's TCP requirements and proposal to complete the work.

Additionally, your revised schedule should reflect the above required changes, based on FSSD's proposal to amend the contract outline. The City reviewed the proposal and as per my email July 29, 2016, FSSD was instructed to proceed with the TCP plan from Victoria St. to Yonge St. only.

Start time is 7am to 7pm as you indicated at our pre-construction meeting. Our inspector will be onsite on Monday August 8, 2016.

Kindly have the following in place:

- Trailer as per approved location.
- TCP and other required documents posted in the trailer.
- Required fencing, signage, Capital Improvements Signage, Advisory, Changeable Message Signs and Regulatory Signage for both pedestrians and motorists in place and visible to all.
- PDO's present for traffic control at Yonge/Shuter intersection and at Victoria/Shuter intersection, as per Book 7.

Please note:

- No work east of Victoria Street will be permitted during this Phase 1a of the work on Shuter St.
- Asbestos removal/TCP has NOT been approved for removal east of Victoria St. during the time Phase 1a is being undertaken.
- TCP east of Victoria St. has not been approved east of Victoria St.
- Work starting before 7am has not been requested.

Kindly revise your schedule accordingly. I will be by the site on Monday.

Thanks,

Julie

From: Nick Marrone [mailto:NMarrone@sitedevelopment.ca]
Sent: August-05-16 12:20 PM
To: Julie Sharma; Marco Paolini
Cc: Kyle Rollinson; Sinead Canavan
Subject: Re: Shuter - Aug 8 2016

Julie

All operations, especially the asbestos removal is scheduled for this Monday August 15. If we cancel this operation we will be charged. And we will forward that and all other charges regarding this change to the City.

You have had an abundance of communication from our side regarding this work as it pertains to scheduling. As of now we will not change our schedule unless the City assumes all the cost implication for the change. Please let me know if you are ok with that.

Nick

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Julie Sharma
Sent: Friday, August 5, 2016 12:09 PM
To: Marco Paolini
Cc: Nick Marrone; Kyle Rollinson; Sinead Canavan
Subject: RE: Shuter - Aug 8 2016

Hi All,

Further to the pre-construction meeting minutes discussion, and regarding the work schedule, kindly revise your schedule and TCP to detail Phase 1a from Aug 8-12 and Phase 1b from Aug 15 onwards (unless you are choosing to start Aug 13).

City notifications have already informed all area residents and business owners based on our current discussions of TCP for Phase 1a to date.

Further to the above kindly inform if are you leaving any staging in place between Yonge – Victoria over the weekend of Aug 13-14 or will it be reopened as 2 way traffic as current conditions.

Also for the work east of Victoria St. when will you be setting up the staging (On Friday 12 or over the weekend of Aug 13-14 or Monday Aug 15).

If you let me know asap, as we are scheduling traffic information to the Mayors Office.

Thanks,

Julie

From: Marco Paolini [mailto:MPaolini@sitedevelopment.ca]
Sent: August-05-16 11:28 AM
To: Julie Sharma; Ernie Summers; Joe Pellegrini
Cc: Nick Marrone; Kyle Rollinson
Subject: Shuter - Aug 8 2016

Julie,

With regards to the above subject, we are all set to go as per our submit schedule. We will be mobilizing first thing Monday morning.

Regards,

Marco Paolini
Project Coordinator
Four Seasons Site Development LTD
Tel: 905-789-0111
Cell: 416-676-4554
Email: mpaolini@sitedevelopment.ca



This is Exhibit "OO" referred to in the Affidavit of ROHIT
BANSAL sworn March 25, 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 Performance Evaluation

version 1.2 - Feb 25-15

Final
 Interim # 1
DATE: Sept 29/16

CONTRACTOR: Four Seasons Site Development Ltd.
PROJECT NAME: Shuter Street - Yonge Street to Sherbourne Street.

DESCRIPTION: Watermain replacement, Waterservice upgrades and Major Road Resurfacing and Watermain Trench Restora
CONTRACT No.: 16ECS-TI-18SP START DATE: Aug 2/2016
CONTRACT VALUE: \$3,261,824 COMPLETION DATE: Oct 25/16

Ranking					
For definitions refer to Backup sheets					
U	I	ME	EE	EX	N/A

A. SAFETY & COMPLIANCE - Laws & Standards sub-score 1.50 Weight 25%

1. Did the contractor comply with OHSA requirements?	<input checked="" type="checkbox"/>				
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?	<input checked="" type="checkbox"/>				
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?		<input checked="" type="checkbox"/>			

B. QUALITY - Compliance with Contract Standards & Specifications sub-score 2.00 Weight 25%

1. Did the contractor comply with standards and specifications in the contract?		<input checked="" type="checkbox"/>			
2. Was the quality and workmanship in compliance with the contract documents?		<input checked="" type="checkbox"/>			
3. Did the contractor promptly & effectively correct defective work as the project progressed?		<input checked="" type="checkbox"/>			

C. ORGANIZATION - Work Plan and Management sub-score 2.33 Weight 12.5%

1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?			<input checked="" type="checkbox"/>		
2. Did the contractor commence the work on time?		<input checked="" type="checkbox"/>			
3. Did the contractor submit schedule updates in accordance with the contract?		<input checked="" type="checkbox"/>			
4. Did the contractor adequately staff and resource the project in compliance with the contract?		<input checked="" type="checkbox"/>			
5. Did the contractor provide adequate & competent site supervision?		<input checked="" type="checkbox"/>			
6. Did the contractor effectively coordinate and manage the work of its subcontractors?		<input checked="" type="checkbox"/>			
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?			<input checked="" type="checkbox"/>		
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?			<input checked="" type="checkbox"/>		
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?			<input checked="" type="checkbox"/>		

D. EXECUTION - Work Performance sub-score 2.61 Weight 25%

1. Did the contractor complete the project on time?			<input checked="" type="checkbox"/>		
2. Did the contractor follow the approved schedule and meet milestones?		<input checked="" type="checkbox"/>			
3. Did the contractor provide effective quality control?			<input checked="" type="checkbox"/>		
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?		<input checked="" type="checkbox"/>			
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?		<input checked="" type="checkbox"/>			
6. Did the contractor seek authorization to perform extra or additional work?			<input checked="" type="checkbox"/>		
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?			<input checked="" type="checkbox"/>		
8. Was the quality and submission timelines of the following items acceptable?					
8.1 Look ahead schedules or work plans		<input checked="" type="checkbox"/>			
8.2 Accurate and complete record documents (as-builts)		<input checked="" type="checkbox"/>			
8.3 Complete operations and maintenance manuals and closeout documents		<input checked="" type="checkbox"/>			
8.4 Secure and/or closed applicable municipal permits			<input checked="" type="checkbox"/>		
8.5 Startup testing and commissioning reports		<input checked="" type="checkbox"/>			
8.6 Training plan and manuals			<input checked="" type="checkbox"/>		

E. ADMINISTRATION - Contractor Performance and Diligence sub-score 2.81 Weight 12.5%

1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?		<input checked="" type="checkbox"/>			
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?			<input checked="" type="checkbox"/>		
3. Did the contractor demonstrate accountability for problems for which they where responsible?			<input checked="" type="checkbox"/>		
4. Did the contractor submit accurate, complete invoices in a timely manner?			<input checked="" type="checkbox"/>		
5. Did the contractor provide competitive change order pricing?			<input checked="" type="checkbox"/>		
6. Did the contractor accept responsibility for the full scope and extent of the contract?			<input checked="" type="checkbox"/>		
7. Did the contractor coordinate to minimize disruption to the public and City operations?			<input checked="" type="checkbox"/>		

2.17 Total Score (weighted)

	Name (Print or Type)	Signature	Date
Project Manager:	Julie Sharma		Oct 3/2016
Manager:	Stephen Adams		DEC 03 2016
Director: (required for Final only)	Frank Clarizio		Dec 7/16

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?	ranking = U
	<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>Pre-Construction meeting was held July 21, 2016. OHSA requirements were documented to be provided at the start of the project. As per item 16.0 in minutes, Inspector will not be onsite unless a fully functioning trailer is provided at the start of project. Project commenced Aug 8, 2016. As per email from Project Engineer on Aug 8, 2016, Site Trailer, Traffic Control Plan set up, Advisory Signage, Whisper Generator, Stairs, MOL site trailer information, Locates copies, MSDS as per Safety Board requirements was not in place as of Aug 8, 2016. FSSA was completed Aug 17, 2016. Safety Board and access/egress seps, Forms 1000/s for General and subs, For 81, Hospital Plan Map stated as outstanding. As of Aug 21, 2016, it was noted that the site trailer was damaged beyond use. Project Engineer was informed on Aug 29, 2016 that a trailer was not available for the following day's meeting. Project Engineer had to reschedule meeting at alternate locations as Contractor did not provide site trailer replacement in timely manner. As of Aug 30, 2016 wrong generator provided at site. Whisper Generator was agreed upon and Project Engineer followed up again. As of Aug 31, 2016, the site trailer replacement was provided in place of the damaged one. As of Sept 27, 2016, the replacement site trailer is still not set up as per the contract and OHSA requirements. As of Oct 3, 2016, site trailer still missing components to be considered OHSA compliant. PDO provision was not consistent and constantly questioned on the requirement. Project Engineer stated in email Sept 9, 2016 PDO's are to be provided at FSSD cost, as specified in contract.</p>

A2	Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?	ranking = U
	<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>Whisper generator was requested and confirmed to be provided at the Pre-construction meeting, due to the residential area surrounding the work site. This has been inconsistent, until numerous requests have been made. Also, the fuel for the generator has not been provided in a timely manner. Oct 3, 2016 email confirms the provision since the initial request on Sept 20, 2016. Counter sunk skid resistant plates where open trenches are placed have been an issue contrary to the Contract Requirements. Sept 20, 2016 email was sent out the Contractor. This was finalized on Sept 22, 2016.</p>

A3	Did the contractor take adequate precautions with any hazardous materials and designated substances?	ranking = ME
	<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>	

B QUALITY - Compliance with Contract Standards & Specifications **COMMENTS/BACKUP**

B1	Did the contractor comply with standards and specifications in the contract?	ranking = I
	<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>Skid resistant plates, Site trailer, TCP management did not comply with the specifications in the contract. Numerous emails were sent before any feedback was provided. Email back up provided. Request and approval of Disinfection proposals delayed response. Sign off from Contractor on proposal prior to City review, and providing test results was delayed in responding. Disinfection proposal for Phase 1a requested sign off Aug 19, 2016. Sign off document was finally provided September 9, 2016.</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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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>Was the quality and workmanship in compliance with the contract documents?</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>TCP was not managed as per discussed and approved. Daily site maintenance was not followed up on. Progress Meeting 4 states FSSD requirement to maintain site safety, traffic control and daily site set up, signs etc. as they are the constructor in the work zone.</p>
B3	<p>Did the contractor promptly & effectively correct defective work as the project progressed?</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>Numerous requests were made before action was taken. Ranging from Site trailer provision and set up, TCP management, PDO provision, countersinking skid resisten plates, providing skid resistant plates, relocating porta potty.</p>

C: ORGANIZATION - Work Plan and Management **COMMENTS/BACKUP**

C1	<p>Did the contractor submit a satisfactory baseline schedule in compliance with the contract?</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 = ME</p>
C2	<p>Did the contractor commence the work on time?</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 = I</p> <p>The contractor was not ready to start by the start date of August 2, 2016, numerous items outstanding. Agreed to start on Aug 8, 2016. Site trailer was not set up and work did not commence until Aug 9, 2016. At pre-con meeting, it was discussed it would take 5 days to work on Phase 1a, which would require one-way traffic west bound on Shuter Street between Victoria St and Yonge St. This was relayed to the stakeholders so they were aware of the traffic adjustments required in order to install the watermain in this phase. FSSD started late, and did not complete Phase 1a until the following week, hence the traffic management, PDO requirements and notification to the stakeholders spilled over into the following week. FSSD did not provided timely updates on their work schedule.</p>
C3	<p>Did the contractor submit schedule updates in accordance with the contract?</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>Schedule was not provided in advance or at each progress meeting as stated in the pre-construction meeting and minutes. To date 3 schedules have been provided and 4 progress meetings and one preconstruction meeting has been held. Last schedule was provided Sept 1, 2016.</p>

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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.

C4	<p>Did the contractor adequately staff and resource the project in compliance with the contract?</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>Contractor provided too many contacts - 3 contacts to 1 PM, all overlapping in information. Either you are receiving emails from all or none. Pre-con meeting confirmed Project engineer and Rohit for official correspondence, Nick and site inspector for site issues, and back up Kyle, Marco was included in the loop and numerous email were sent and challenging the tracking of correspondence.</p>
C5	<p>Did the contractor provide adequate & competent site supervision?</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 = I</p> <p>For watermain component, Site supervisor is adequate but not onsite on daily basis. Project Engineer visited the site and only City Inspector and sub contractor were onsite, Sept 21, 2016.</p>
C6	<p>Did the contractor effectively coordinate and manage the work of its subcontractors?</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 = I</p> <p>No site supervision of sub contractors. Skid plates had to be repeatedly brought up to be addressed before the issues was managed. FSSD did not address the issue until after the fact as no one was onsite to verify the location of the photos sent by the PM regarding skid plates not being countersunk.</p>
C7	<p>Did a person with decision-making authority represent the contractor at pay/progress meetings?</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>
C8	<p>Did the contractor submit timely, relevant requests for information (RFIs) as needed?</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>

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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 = ME
	<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>	

D2	Did the contractor follow the approved schedule and meet milestones?	ranking = I
	<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>	No. For Phase 1a coordination, FSSD did not start this phase as originally discussed on Aug 8, 2016, so they did not complete the work in this phase in 5days. The work spilled over and affected the stakeholder commitment to minimizing traffic issues.

D3	Did the contractor provide effective quality control?	ranking = ME
	<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>	

D4	Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	ranking = I
	<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>	Porta potty relocation directly in front of peoples homes was an issue, trash noticed in some areas. FSSD had to be notified.

D5	Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?	ranking = I
	<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 RFQs.</p> <p>N/A - The question is not applicable to this evaluation.</p>	Porta potty relocation and skid plate countersinking took a few days before finally being addressed. Not addressed immediately.

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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 whenever 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 = ME
<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>		
D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	• Look ahead schedules or work plans	ranking = I
D8.2	• Accurate and complete record documents (as-builts)	ranking = I
D8.3	• Complete operations and maintenance manuals and closeout documents	ranking = I
D8.4	• Secure and/or closed applicable municipal permits	ranking = ME
D8.5	• Startup testing and commissioning reports	ranking = I
D8.6	• Training plan and manuals	ranking = ME
<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>Schedules not provided in a timely manner. Start up testing for watermain not provided as per protocol.</p>		

E ADMINISTRATION - Contractor Performance and Diligence **COMMENTS/BACKUP**

E1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	ranking = I
<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>Contractor did not provided adequate communication on the updates required on site matters.</p>		
E2	Did the contractor participate in resolving project problems and display initiative to implement solutions?	ranking = ME
<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>		

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.

E3	Did the contractor demonstrate accountability for problems for which they where responsible?	ranking = ME
<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>		
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>		
E5	Did the contractor provide competitive change order pricing?	ranking = ME
<p>EX - Change order quotes are reasonable, timely. Occassionaly 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>		
E6	Did the contractor accept responsibility for the full scope and extent of the contract?	ranking = ME
<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>		
E7	Did the contractor coordinate to minimize disruption to the public and City operations?	ranking = ME
<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>		

Contractor Performance Evaluation Scoring

version 1.2 - Feb 25-15

Score	Action
Any score below 2.5	Warning letter to contractor indicating risk of suspension
Any ONE of: <ul style="list-style-type: none">• a final score of 2 or less• two interim/final scores below 2.5 within 5 years• two interim/final criterion checks of "I" or "U" within 5 years for A.1 "Did the contractor comply with OHSA requirements?"• One final criterion check of "U" for A.1: "Did the contractor comply with OHSA requirements?"	May initiate a report to Council recommending suspension for a minimum of one year.

CPE Instructions (for Project Manager)

version 1.2 - Feb 25-15

1. Determine the number of CPEs to be conducted considering the complexity and duration of the project, based on the table below.
2. Notify the PMMD Buyer of the determined number of CPEs, project start and final completion dates.
3. Notify the contractor of the determined number of CPEs at the pre-construction meeting.
4. At determined intervals, in consultation with the Contract Administrator and Site Supervisor, complete each CPE form as follows:
 - a. Ensure you are using the latest CPE version. (Check PMMD webpage.)
 - b. In the spreadsheet banner, Click Options...

Security Warning Macros have been disabled. Options...
 - c. Click the radio button Enable this content to ensure the scoring system is enabled.
 - d. Input project information in all light yellow cells on the first page (Tab 1).
 - e. Select appropriate rankings for all questions and N/A for not applicable. Rankings are a summation of all previous performance on the current project to date.
 - f. In the Comments/Backup section (Tab 2) provide concise factual comments to support any rankings of U or I along with specific references to: minutes, letters, journal entries. Comments for ME, EE and EX are optional but encouraged.
5. Retain documentation to support individual performance ratings in the project file.
6. Forward each completed CPE form (Tabs 1 & 2) to the Division Manager for approval. (The Manager will obtain Director approval for final CPE forms.)
7. Once approved, provide a pdf of the first page (Tab 1) to the PMMD Buyer and the contractor. You may also provide the CPE Scoring sheet (Tab 3) to the contractor (but not the Comments/Backup (Tab 2)).
8. Review the CPE with the contractor at progress meetings and ensure that this item is on the agenda. Any concerns or issues raised should be minuted by City staff or the Contract Administrator
9. Save all CPE forms in pdf (Tabs 1 & 2) with documentation in support in the project file. Electronic documentation and hyperlinks are encouraged.

Dependent on the complexity and duration of the project, the City expects project managers to adhere to these guidelines:

Project Duration	CPEs
up to 1 month	The option to conduct a final CPE
1 – 3 months	A final CPE at the end of the project with the option to conduct an interim CPE
3 – 6 months	A final CPE at the end of the project with the option to conduct one to two interim CPEs
6 – 12 months	A final CPE at the end of the project with the option to conduct one to three interim CPEs
over 12 months	A final CPE at the end of the project; one mandatory interim CPE per year, with the option to conduct up to three interim CPEs per year



Engineering & Construction Services

Metro Hall
55 John Street – 16th Floor
Toronto, On M5V 3C6

Steve Adams, P.Eng. – Manager
Transportation Infrastructure – Major Roads

Reply to: Julie Sharma, P.Eng.
Tel: 416-396-7157
Fax: 416-392-6279
ishama@toronto.ca
www.toronto.ca

Pre-Construction Meeting Minutes

**Major Road Resurfacing, Watermain Replacement and Watermain Trench Restoration
Shuter Street**

Date: July 21, 2016 **Contract No.** 16ECS-TI-18SP
Time: 1.30p.m – 4.00p.m **Location:** Metro Hall - 17th
Commissioners Boardroom

Contractor: Four Seasons Site Development Ltd.

Attendees: City of Toronto: Julie Sharma, Sinead Canavan, Ernie Summers, Joe Pellegrini,
Contractor: Rohit Bansal, Nick Marrone, Marco Paolini, Kyle Rollinson
TTC: Stasia Osbourne
Absent: Ann Khan, Jose Rubio

Distribution: All Attendees, Steve Adams, Manveer Ramburran/Stanley Yu

<u>ITEM</u>	<u>PARTICULARS</u>	<u>ACTION BY</u>																																			
NOTE:	<u>Blue – pending items to do.</u> <u>Red – following up, completed, note.</u>																																				
1.0	Introduction - Roles and Responsibilities																																				
	<ul style="list-style-type: none"> - Introduction and role of all meeting attendees. - Attendees filled-out contact information sheet and introduced themselves. - Main SITE Contacts for Construction Contract 16ECS-TI-18SP: <table border="1"> <thead> <tr> <th>Contact</th> <th>Position</th> <th>Organisation</th> <th>Email</th> <th>Cell Phone</th> </tr> </thead> <tbody> <tr> <td>Julie Sharma</td> <td>Project Engineer</td> <td>COT</td> <td>ishama@toronto.ca</td> <td>416-899-4736</td> </tr> <tr> <td>Ernie Summers</td> <td>Inspector - MAIN</td> <td>COT</td> <td>bcamach@toronto.ca</td> <td>416-659-9173</td> </tr> <tr> <td>Bob Runnings</td> <td>Traffic Work Zone Coordinator</td> <td>COT</td> <td>Rrunnings@toronto.ca</td> <td>416-338-5425</td> </tr> <tr> <td>Rohit Bansal</td> <td>General – Backup Contact</td> <td>Four Seasons Site Development</td> <td>rbansal@sitedevelopment.ca</td> <td>905-789-0111</td> </tr> <tr> <td>Nick Marrone</td> <td>Superintendent – Main Contact</td> <td>Four Seasons Site Development</td> <td>Nmarrone@sitedevelopment.ca</td> <td>416-522-6175</td> </tr> <tr> <td>Kyle Rollinson</td> <td>Site Supervisor – Site Contact</td> <td>Four Seasons Site Development</td> <td>krollinson@sitedevelopment.ca</td> <td>905-678-4043</td> </tr> </tbody> </table>	Contact	Position	Organisation	Email	Cell Phone	Julie Sharma	Project Engineer	COT	ishama@toronto.ca	416-899-4736	Ernie Summers	Inspector - MAIN	COT	bcamach@toronto.ca	416-659-9173	Bob Runnings	Traffic Work Zone Coordinator	COT	Rrunnings@toronto.ca	416-338-5425	Rohit Bansal	General – Backup Contact	Four Seasons Site Development	rbansal@sitedevelopment.ca	905-789-0111	Nick Marrone	Superintendent – Main Contact	Four Seasons Site Development	Nmarrone@sitedevelopment.ca	416-522-6175	Kyle Rollinson	Site Supervisor – Site Contact	Four Seasons Site Development	krollinson@sitedevelopment.ca	905-678-4043	
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	Marco Paolini	Project Coordinator	Four Seasons Site Development	mpaolini@sitedevelopment.ca	905-767-4554	
2.0	Project Overview and Scope					
	<ul style="list-style-type: none"> - <u>Nick is main contact</u> as will be onsite at all times. - <u>Rohit is to be cc'd on all correspondence.</u> - <u>Kyle is back up.</u> - City 2nd inspector will be determined as per required work schedule from contractor. - JS to provide a complete emergency contact list attached to the pre-construction minutes for all – back pages. <ul style="list-style-type: none"> - Shuter Street from Yonge Street to Sherbourne Street – Ward 27 Toronto-Centre Rosedale. - The work to be completed includes, but is not limited to the following: <ul style="list-style-type: none"> • Watermain replacement from Yonge Street to Sherbourne Street. • Water service upgrade for substandard waterservices and boulevard restoration, as required, from Yonge Street to Sherbourne Street. • Minor Arterial road resurfacing – pavement removal and pavement replacement from Yonge Street to Church Street. • Trench restoration, and maintenance repairs, as required on Shuter Street from Church Street to Sherbourne Street. • Concrete works; curb and sidewalk restoration, as required. • Placement of base asphalt (HL8 HS) and top asphalt (HL1). • Adjustments to existing manholes, catch basins to finished grade. • Asbestos removal/disposal where directed. • Pavement Markings. 					<p>JP</p> <p>JS</p> <p>Info.</p>

3.0	<u>Communication Protocol</u>																					
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4.0	<u>Emergency Contact List and Numbers</u>																					
	<p data-bbox="391 1465 1162 1577">In addition to the names and numbers below (see attached list), 24 hour emergency contact name and phone number from the Contractor will be required and to be attached to this meeting minutes. 24 hour emergency contact names</p> <ul data-bbox="435 1602 959 1686" style="list-style-type: none"> - City of Toronto: 311 - Contractor: Rohit Bansal 905-789-0111 - Backup: Nick Marrone 416-522-6175 																					

5.0	<p><u>Status of Executed Documents</u></p>	
	<ul style="list-style-type: none"> - The contract was awarded on July 6, 2016. - FSSD to submit Executed Documents to the City by July 20, 2016. - The executed copies of the contract documents have been picked up by and returned by Four Seasons Site Development Ltd. on July 15, 2016. - The City will review the contractor's executed contract documents. Following favourable review, the Order to Commence Work letter will be issued. <p>The construction to start four (4) days from the Order to Commence Work Letter.</p>	<p>JS</p>
6.0	<p><u>Construction Schedule</u></p>	
	<p>As discussed, it is agreed between the Contractor and the City that the <i>tentative</i> construction start date is August 2, 2016, pending all executed documents and approvals in place, and weather permitting.</p> <p>A complete detailed construction schedule is required and to be submitted prior to mobilization and within 7 days after the Contract award. The duration on the schedule must match the tendered duration and the schedule is to include:</p> <ul style="list-style-type: none"> - The starting location and sequence of work - Contract milestones and major subtrade mobilization - Schedule to match suggested sequence of work provided in the specifications if applicable - Schedule encompasses constraints specified in the specifications, construction phasing and staging <p>Pending items prior to construction commencing:</p> <ul style="list-style-type: none"> - Utilities Locates - Site Office as per TS. 1.00 and the FSSA is in order <ul style="list-style-type: none"> o Nick to confirm locations. o Sinead: Moss Park suggested o Joe P. stated as per TS 1.00, for Health and Safety purposes, if no trailer is provided, a site inspector cannot be provided for the project. - Capital Improvement Project Construction Signs and Changeable Message signs. - Order to Commence Work Letter <p>Received items to date:</p> <ul style="list-style-type: none"> - Contractor's executed contract documents <p>Pending items to the Contractor</p> <ul style="list-style-type: none"> - Purchase Order – has been sent out. - Digital Wording Format for Mesh Fence Banners. - Locations of Capital Improvement Project Construction Signs, Advisory and Changeable Message signs. 	<p>RB</p> <p>RB NM</p> <p>RB/MP</p> <p>JS</p> <p>JS/SC JS</p>

	<p>Provided to Contractor</p> <ul style="list-style-type: none"> - Form 1000 (at meeting) - Notices <ul style="list-style-type: none"> o Water shut off – FSSD contact on notice. o Driveway Notices – City Inspector contact on notice. o Inspection for Vibration Monitoring – Julie/PM on notice. <p>The project start date based on pre-construction meeting is:</p> <ul style="list-style-type: none"> - August 2, 2016. <p>The new project completion date including site restoration, clean-up and rectification of all deficiencies is:</p> <ul style="list-style-type: none"> - October 25, 2016. <p>Any requests for extension to contract time must be made in writing as soon as it becomes evident as per GC 3.07.</p> <p>For the purposes of assessing Liquidated Damages, the daily Delay Amount shall be deemed to include the Liquidated Damages until the maximum Delay Amount is reached, whereupon Liquidated Damages will continue to be assessed for additional delay in accordance with the Contract.</p> <ul style="list-style-type: none"> - <i>Rohit to provide an updated schedule for review to JS as the one submitted July 20, 2016 will not accommodate enough time to start (July 25, 2016 start date) due to the coordination required from all parties.</i> - <i>Extended hours to be shown on the schedule.</i> - <i>Nick confirmed working hours will work 7am-7pm with 2 crews as per the nature of the work.</i> - <i>For any work beyond 5.30pm, 48hours notice required.</i> 	<p>RB</p> <p>RB</p> <p>JP/NM</p>
7.0	Updated Schedule	
	Contractor to provide an updated bi-weekly schedule at each Progress Site Meeting.	NM
8.0	Public Relations or Events	
	<p>Strong public relations to be maintained at all times.</p> <p>All public complaints to be forwarded to the Contract Administrator directly.</p> <p>The contractor shall respond quickly to any enquiry, complaint, or problem.</p> <ul style="list-style-type: none"> - <i>JS provided notice template to the Contractor in order to provide written notice to the residents for upcoming work which will directly effect the:</i> - <i>Notices</i> <ul style="list-style-type: none"> o <i>Water shut off – FSSD contact on notice.</i> o <i>Driveway Notices – City Inspector contact on notice.</i> o <i>Inspection for Vibration Monitoring – Julie/PM on notice.</i> - <i>JS stated that date of delivery and residence no. delivery to be noted by contractor for reference.</i> 	<p>JS</p> <p>MP</p>

9.0	MOL Notice of Project	
	<p>As per the Occupational Health and Safety Act, <u>Four Seasons Site Development Ltd.</u>, is deemed as the constructor.</p> <p>The Contractor is the Constructor and is responsible to obtain MOL Notice of Project. MOL Notice of Project to be on site at all times. The City has provided a copy of the completed Registration of Constructors & Employers Engaged in Construction (Form 1000) to the Contractor. This Form should also be on site at all times.</p> <p>- JS to provide a copy to RB/MP.</p> <p>- Note: All Employers engaged in construction of this project should provide a copy of a complete "Registration of Constructors and Employers" form to Contractor.</p> <p><u>Four Seasons Site Development Ltd.</u> is reminded to notify the City immediately in the event of any emergency</p>	JS
11.0	<u>Health & Safety</u>	
	<p><u>Safety Regulations:</u> The contractor is to follow all pertinent safety regulations, such as OHS (Latest Edition) including the use of hard-hats, safety boots and vests at all times. This requirement will also apply to all city staff and visitors within the construction site.</p> <p>Contractor reminded to notify the City of any accidents and Ministry of Labour site visits as per the contract.</p> <p>ECS shall be provided with the copy of contractor's Health and Safety meetings.</p> <p>Note City of Toronto Accessible Customer Service Training Requirements http://www.toronto.ca/citybusiness/accessibility_training.htm</p> <p>Note that the City's Workplace Violence Policy (posted at http://wi.toronto.ca/intra/hr/policies.nsf) also applies to contractors.</p> <p>When cleaning the catch basins and maintenance holes, tripod and harness equipment are required for the crew as working within confined space.</p> <p><u>Traffic Protection Plan:</u> Traffic Protection Plan for the workers must be in place. Proper protection of pedestrians and vehicles is required at all times.</p> <p>Pedestrian safe access shall be provided at all times.</p> <p><u>Locates & MSDS Sheets:</u> City to be given copies of utility locates and all most updated MSDS sheets.</p> <p>The Contractor is to obtain all the required locates (including sewer and watermain locates). A copy of the complete utility locates should be made available on site. No work shall commence until all the required locates are in place.</p>	<p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p> <p>RB/NM</p>

	<p>WSIB: Contractor shall provide WSIB clearance.</p> <p>At all times the site shall be maintained, and staff shall be operating, in accordance with the Occupational Health and Safety Act.</p> <p>First Aid, eye flush, hospital direction and all safety labels/signs to be provided and accessible on site at all times.</p> <p>FSSD health and Safety contact – Chris Chechak, T: 416-606-3487 – will only attend meetings if issue of H&S occurs.</p> <p>RB/NM to provide the following:</p> <ul style="list-style-type: none"> - Locales which are to be <u>followed up on the status</u> by Monday July 25, 2016. - MSDS sheets to be provided in the trailer. - First aide for trailer. - Traffic Plan. - A copy of investigations from FSSD for improvement for progress, recognising incidents and accidants, concurrently with active jobs. - FSSD's Health & Safety Policy at trailer - MP - Emergency Contacts list, numbers and hospital routes-- in booklet - Traller audit before start of work. - Whisper Generator – confirmed yes. 	<p>RB/NM</p> <p>RB/NM</p> <p>MP</p> <p>ES/JP</p>
<p>11.0</p>	<p><u>Permits and Approvals</u></p>	
	<p>The City has obtained the Cut Permit</p> <ul style="list-style-type: none"> - Shuter St. – Permit Number: 72087101 - JS provided a copy to the contractor. <p>The City has obtained the MOE Permit – Permit Number:</p> <ul style="list-style-type: none"> - DW-2016 – LTE - 002 <p>Contractor shall keep a copy of Occupation Permit/Cut Permit on site all the time.</p>	<p>NM</p>
<p>12.0</p>	<p><u>Traffic Control & Staging</u></p>	
	<p>The contractor is to maintain traffic at all time as specified in the Contract.</p> <p><u>As a minimum, all Traffic Control shall conform to OTM Book 7 including tapers.</u></p> <p>A traffic control plan, construction staging plan, and work zone protection plan after work hours, if needed, to be submitted for review prior to commencement. Copy to be provided to Michel Raymond.</p> <p>All construction signs must be up to current standards.</p> <p>The City will provide the Perimeter Warning Signs. Locations will be determined by Transportation services, c/o Bob Runnings/Ann Khan.</p>	<p>NM</p>

	<p>The Contractor shall provide a total of:</p> <ul style="list-style-type: none"> - 10 Advisory signs as per item 7 in the tender book; - 4 Changeable message signs, as per item 5 in the tender book; - The Contractor shall coordinate with City inspector for the placement and locations of these signage and Bob Runnings/Ann Khan. - Specialised wording will be provided to the Contractor for the changeable signs. <p>All commercial and residential driveways are to remain open whenever possible.</p> <p>Traffic control shall be as per TS 1.00 and Special specification GN503S01.</p> <p>City to coordinate parking exemption on both streets.</p> <ul style="list-style-type: none"> * <i>JS informed Police Services regarding parking exemption.</i> <p>Towing charges shall be included in the bid for traffic control according to TS 1.00. Contractor is to proactively notify the residents before construction.</p> <p>Contractor and Inspector to coordinate with TTC (Kirpal Parhar) of any issues with respect to the bus stops, temporary relocation, and the wheel transit as required during construction. 48 hours (minimum) notification required.</p> <p>City will prepare and issue RODARS notification.</p> <ul style="list-style-type: none"> * <i>RoDars already sent - JS</i> <p><i>The Contractor shall inform the City inspector of the traffic signs to be temporarily removed/bagged. The City inspector will coordinate for the required works.</i></p> <p>John Papaconstantinou @ 416-395-7428 should be contacted to coordinate traffic sign removal as required. The email address is jpapaco@toronto.ca.</p> <p><u>FSSD TCP Proposal at Meeting:</u></p> <ul style="list-style-type: none"> - Further to Phase 1 in Special Specifications, FSSD proposed for Phase 1a – Yonge St. To Victoria St. as such within the first 5 days of contract work: <ul style="list-style-type: none"> o N/E corner of Yonge St./Shuter St. to be undertaken for first day (Day1) only to tap into main at Yonge St. o One way traffic west bound from Victoria St. to Yonge St. for the 5-days for Phase 1a. o PDO to direct pedestrians and traffic accordingly across the intersection of Yonge St./Shuter St./Eaton Centre Parking access. o Vehicles leaving Eaton Centre parking access to turn left on Yonge St. o Possible left turns onto Adelaide St. proposed. o PDO at Victoria St. - In lieu of the one-way traffic, City asked if during the night, can the trench be plated and open to traffic – cost too high by FSSD, hence the proposal above was put forth. 	<p>NM/JS</p> <p>JS</p> <p>JS</p> <p>JS</p> <p>NM/ES</p> <p>JS</p>
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	<ul style="list-style-type: none"> - After passing Victoria Street intersection, 2-way traffic to be maintained after the work on Phase 1a is complete. - FSSD put on notice for connections can occur between 12:00am – 6:00am. - JS to review with Traffic Unit. - Update from Massey Hall to be sent to the contractor in terms of loading/stoppages and how to coordinate with the proposed TCP by FSSD. 	JS
13.0	<u>Toronto Water Protocol and Support</u>	
	<ul style="list-style-type: none"> - TW are responsible for operating the valves. - 48 hrs notices not counting weekends is required for TW staff to be in attendance at site. 	ES
14.0	<u>Disinfection and Chlorination Proposal</u>	
	<ul style="list-style-type: none"> - Attached specification – TS – 7.70.01 - Vipe (Sub for FSSD) to provide disinfection proposal. 	NM
15.0	<u>Traffic Signals and Timings</u>	
	<ul style="list-style-type: none"> - Based on FSSD TCP proposal as per Section 12.0 JS to contact Traffic to check if feasible and whether timing cards for signals need to be amended for the Phase 1a of the work. 	JS
16.0	<u>Occupation and Use of Site</u>	
	<p>Engineer's "field office and related temporary facilities" shall be in place prior to construction starting. Contractor to propose a location for the site office.</p> <p>The hours of work is Monday to Friday, generally from 7 am to 7 pm. Weekend works shall be required as needed. Contractor shall provide 1-week notice in advance for any scheduled weekend work and night work in keeping with the current applicable schedule. If this is not in the schedule, it should be updated to reflect the extended hours and/or overnight work.</p> <p>Contractor is reminded that work cannot begin until the field office is set-up with the requirements of new TS 1.10 and the Field Safety Audit.</p> <ul style="list-style-type: none"> - Location of site trailer proposed within the work zone at Sherbourne St limit during first part of work, and to be moved to another location when the work progresses to Sherbourne St. limit. For remainder of contract. - Moss Park provided as an alternative. - Inspector will not be onsite unless a trailer is provided at start of project. - NM to confirm location to JS. <p>Contractor is responsible for parking, site access, all equipment and materials delivered on site and for security of his own materials and equipment at all times. Daily clean-up is important. Walkways and roadways must be kept clear at all times, especially at the end of each working day.</p>	RB/NM RB/NM NM

	The Contractor shall restore the area to the original shape once the work is complete.	
17.0	<u>Pre-Commencement Activates</u>	
	<ul style="list-style-type: none"> - Contractor to provide preconstruction videos in digital format before start. - Digital copies to be provided by next week. 	NM MP
18.0	<u>Mix Designs /Material Testing / Quality Assurance</u>	
	<p>The Contractor is to make necessary arrangements for Quality Assurance testing. Contractor shall submit mix designs of HL1, HL3 and HL8 HS asphalt work and 32 MPa ready mix concrete for concrete works and unshrinkable fill.</p> <ul style="list-style-type: none"> - MP to provide digital copies. <p>Contractor shall submit a QC Plan for all the material to be used in this contract.</p> <ul style="list-style-type: none"> - Testing is to be as per Field Services Manual. <p>No material placement will be allowed without the approved mixed designs.</p> <p>Tickets for all material to be presented upon delivery to site. Material used is subject to weight verification.</p> <p>Deficiencies All known deficiencies are to be completed prior to leaving the site. The determination of contract completion will be determined as per the Lien Act including the deduction of the estimate cost of the deficiencies.</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>	MP MP NM/KR
19.0	<u>Material Supplier and Sub-Contractor List</u>	
	<p>Contractor to send a list of revised Subcontractor, if applicable, and a list of material suppliers.</p> <ul style="list-style-type: none"> - RB to provide update on subs. 	RB
20.0	<u>Disposal of Excess Material</u>	
	<p>Asbestos containing asphalt was identified on Shuter St. within project limits.</p> <p>A detailed asbestos removal plan (Type 1 operation) as specified in the contract, including saw cutting, storage, transportation and disposal, to be submitted for review prior to any construction works on asbestos containing street. The normal review period is 7 working days. The Contractor is urged to submit all plans well in advance for review and approval.</p> <p>The Contractor shall provide signs during asbestos removal at each end with wordings "Dust hazard".</p>	MP/NM MP

	<p>If required, air monitoring will be performed by City for asbestos containing asphalt removal operations. No full road closures will be permitted during asbestos removal.</p> <p>Temporary asbestos asphalt stockpiled on site must be stored in an acceptable closed container.</p> <ul style="list-style-type: none"> - Asbestos removal area in contract. RB requested confirmation on area. Only trench or entire pavement within limits as per Special SS.63.0 <p>City to be notified in writing of the dumpsite being used. Contractor shall provide a copy of their disposal agreement for excess excavated non asbestos and asbestos containing materials.</p> <p>Payment for asbestos removal will not be made unless tickets from the Landfills where disposed of are provided by noon the next day.</p> <ul style="list-style-type: none"> - COT to keep track of tickets by licence plate of truck and time leaving site. 	<p>JS</p> <p>NM</p> <p>ES</p>
21.0	<u>Construction Notice to Residents</u>	
	<p>Pre-Construction Notices have been delivered by City/Canada Mail.</p> <p>Construction Notices will be issued and delivered by the City to residents and councillor with the exact construction date, in general 7 days prior to the commencement of work, including asbestos information.</p> <p>Other Notifications with respect to construction activities shall be coordinated, prepared and distributed to the affected residents by the Contractor. All notices should be reviewed by the City prior delivery to the affected residents as per Contract.</p> <ul style="list-style-type: none"> - See section 6.0 and 8.0 above. - 48hours notice for TW shut off, request via ES for the number of valves and size of the main. Karla/John are TW contacts. - Downtown notification via Twitter and briefing note for construction stage. 	JS/SN
22.0	<u>Sub-Contractors</u>	
	<p>Sub-Contractors shall be used as listed in the tender document – (see item 16.0 also).</p> <p>Any changes or any addition of sub-contractors to the contract must be submitted in writing including company's name, address, telephone number and the contact person, and approved by the City prior to any work being undertaken by the Sub's.</p>	
23.0	<u>Progress Payments & Extra Work</u>	
	Progress payments shall be finalized every four weeks and capture all works completed including additional/extra works invoiced. The first payment cut-off date	

	<p>will be thirty (30) calendar days after the issuance of the Order to Commence Work letter.</p> <ul style="list-style-type: none"> - Contractor is required to sign the inspection reports prior to submission for review and payment per cycle. - RB confirmed Nick/Kyle to sign Inspection reports. - Vipe to sign off on final watermain work. <p>The Contractor shall submit the revised schedule bi-weekly prior to the City's issuance of the monthly progress payment.</p> <p>Any extras, credits, claims, delay costs and extensions should be identified, discussed, and submitted promptly before the work proceeds so that time and materials can be recorded if there is a dispute. Extra work prices and quotations should include all costs including HST and extension costs, if any, as an extension may be granted later but costs will not be dealt with at completion. Extension requests should also be included in the quotation.</p> <p><u>Should the Additional/Extra work & Claims, Change Order not be finalized on time, they will be included on the next/later progress payment.</u></p> <p><u>All additional/extra work must be approved and signed by the Engineer and proper authority from the City (for Change Directives) prior to the work commencement.</u></p> <p>After the fact claims will not be considered. The Contractor shall give oral notice immediately, written notice in 7 days followed by the detailed claim in 30 days after completion of the work affected by the situation. The Contractor should follow GC 3.14 Claims, Negotiations and Mediation.</p> <p>Names of three (3) Levels of Staff who may be involved in Discussion/Negotiations resolve Disputed</p> <ul style="list-style-type: none"> - Contract Administrator – Julie Sharma - Manager, Engineering and Construction Services, Transportation Infrastructure, Major Roads – Steve Adams - Director / Executive Director, Engineering and Construction Services, Transportation Infrastructure – Frank Clarizio 	<p>RB</p>
<p>24.0</p>	<p><u>Third Party Claims</u></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> <p>The Contractor shall follow the Contract Section 5A – Specific Conditions of Contract, 29. Service Standards for Contractor's Responding to Third Party Claim, Page 5A-17 to page 5A-18.</p>	
<p>25.0</p>	<p><u>Contractor Evaluation</u></p>	
	<p>The evaluations are required after the first month and possibly one final evaluation at the completion of the contract.</p> <ul style="list-style-type: none"> - JS stated 2; one at beginning, and end. 	<p>JS</p>

26.0	<p><u>Document Requirements</u></p>	
	<p>The City provided the following documents to the Contractor:</p> <ol style="list-style-type: none"> 1. Contract documents to be executed 2. City's Temporary Cut Permit 3. Form 1000 4. 3 sets of drawings. <p>The City to provide the following:</p> <ol style="list-style-type: none"> 1. Driveway Notices – digital copy. 2. CE no.1 3. Changeable message signs message wording. 4. Grade Sheets – digital copy. 5. Blank copy of contract document, set of full size and reduce size drawings – upon request. 6. TCP proposal as per meeting discussion for Phase 1a for comment and review. <p>The Contractor shall also submit the following to the City:</p> <ol style="list-style-type: none"> 1. Material Safety Data Sheet, Company's Safety Policy -Trailer. 2. Ready mix concrete design (including Unshrinkable Fill), expanded asphalt mix design – Digital Copies. 3. Construction schedule including weekends with proper staging, milestone and completion date. 4. Construction Staging Plan & Traffic Control Plan. 5. Dump site information and location for surplus materials. 6. Copies of all the utilities locates (to be kept on site) - updated. 7. Material supplier's list. 8. Quality Control Plan. 9. First aide for trailer. 10. A copy of investigations from FSSD for improvement for progress, recognising incidents and accidents, concurrently with active jobs – JS to clarify. <ol style="list-style-type: none"> a. The investigations would only be if the Contractor had an event of sorts ie: accident/incident or anything that could negatively impact the City or its employees. b. A copy would be requested of incident/accident report and other documentation in the event of an occurrence. 	<p>JS</p> <p>RB/NM</p>
27.0	<p><u>Other Business</u></p>	
	<p><u>Construction Layout</u></p> <p>The Contractor shall perform the required construction layout for Shuter St.</p> <p>One (1) week notice (minimum) is required for layout location.</p> <p>JS to provide digital copies.</p>	<p>JS</p>

	<p><u>Mutual Street</u></p> <ul style="list-style-type: none"> - Street: Mutual St. - Limits: Queen to Shuter - Type of work scheduled: Sewer replacement and resurfacing Duration? We don't have a construction schedule yet, but most probably from mid-August to mid-October. - Duration: ~ tentatively mid-August. - Contractor: Rabcon - Inspector: Consultant GHD <p>- JS to coordinate with PM – site meeting pending</p> <p><u>Additional Assistance</u></p> <ul style="list-style-type: none"> - Residences on Shuter St. (east limit): - Access to laneways on Shuter (West limit) <p><u>Weekend Work</u></p> <ul style="list-style-type: none"> - NM to inform JS of any scheduled weekend work. - Intersection work only. <p><u>Pre-Paving Meeting</u></p> <ul style="list-style-type: none"> - To be held 1-week before. <p><u>TTC</u></p> <ul style="list-style-type: none"> - Jose is main contact – in form of schedule. - Night bus 320 and day bus 97 routes to be aware of. - TTC aware of delays. - Victoria St. tracks used as a loop for streetcar turnaround. - JS to follow up with Kirpal on scheduling. <p><u>Vibration Monitoring</u></p> <ul style="list-style-type: none"> - Addresses to be provided. <p><u>TW/Vibe Meeting</u></p> <ul style="list-style-type: none"> - TBD as early as next week. <p><u>Mobilise</u></p> <ul style="list-style-type: none"> - Earliest July 25, 2016 - Latest Aug 2, 2016 – confirmed by FSSD as start date due to coordination. <p><u>Site Trailer</u></p> <ul style="list-style-type: none"> - Seams for site office security – MP to follow up. <p><u>Site Clean Up</u></p> <ul style="list-style-type: none"> - Sweeper or skidster to be used. - Water to keep dust down. <p><u>Schedule</u></p>	<p>JS</p> <p>KR/ES</p> <p>JS/NM</p> <p>JS</p> <p>JS</p> <p>MP</p> <p>KR/NM</p>
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	<p>- Milling of asbestos to be confirmed - JS</p> <p><u>Best Practices</u> It is strongly recommended that the Contractor follow the best practices with respect to any and all work requiring excavation as set out in the document titled, "Ontario Regional Common Ground Alliance Best Practices Version 5.0 - February 2009" ("Best Practices") which is available at http://www.orcga.com/home.asp. In the event of a conflict or inconsistency between the "Best Practices" and any other specification, provision or requirement of the Contract, the contractor shall comply with the specification, provision or requirement of the contract (Included in the minutes after the meeting).</p>	JS
28.0	<u>Next Meeting</u>	
	<ul style="list-style-type: none"> - Site progress meetings to be held on a bi-weekly basis on site trailer. - 1st Progress meeting TBD. - First meeting date to be confirmed. 	JS/RB

There being no further matters for discussion, the meeting was adjourned at 3.30 p.m.

Minutes considered accurate as written if no comments are received by Aug 8, 2016.

Minutes taken by: Julie Sharma, P.Eng.

List of Attachments:

1. Emergency Contact List
2. Pre-Construction sign in sheet.



Steve Adams, P.Eng. – Manager
Transportation Infrastructure – Major Roads

Engineering & Construction Services

Metro Hall
55 John Street – 16th Floor
Toronto, On M5V 3C6

Reply to: Julie Sharma, P.Eng.
Tel: 416-396-7157
Fax: 416-392-6279
jsharma@toronto.ca
www.toronto.ca

Contract No.: 16ECS-TI-18SP

Major Road Resurfacing, Watermain Replacement and Watermain Trench Restoration
Shuter Street

PROJECT CONTACT LIST Name	Role	Contact Information
City of Toronto		
Julie Sharma	Project Engineer City of Toronto - Engineering and Construction Services	Tel. 416-396-7157 Cell: 416-899-4736 Fax: 416-392-6279 E-Mail: jsharma@toronto.ca
Joe Pellegrini	Construction Supervisor City of Toronto - Engineering and Construction Services	Tel. 416-394-8441 E-Mail: jpellegr@toronto.ca
Ernie Summers	Inspector City of Toronto - Engineering and Construction Services	Cell: 416-436-5491 E-Mail: esummers@toronto.ca
Jose Rubio	TTC	Tel. 416-389-1540 E-Mail: jose.rubio@ttc.ca
Bob Runnings	Traffic Work Zone Coordinator City of Toronto Trans. Services	Tel. 416-338-5425 E-Mail: rrunnings@toronto.ca

Four Seasons Site Development - Contractor		
Rohit Bansal	COO / Back-Up 24 Hour EMERGENCY	Cell: 905-789-0111 Email: rbansal@sitedevelopment.ca
Nick Marrone	24 HOUR EMERGENCY / Site Superintendent – Main Contact	Cell: 416-522-6175 Email: Nmarrone@sitedevelopment.ca
Kyle Rollinson	Site Supervisor – Site Contact	Cell: 905-678-4043 Email: krollinson@sitedvelopment.ca

Julie Sharma

From: Phillip Tsolakis
Sent: August-17-16 7:39 AM
To: Julie Sharma
Cc: Joe Pellegrini; Ernie Summers; Phillip Tsolakis
Subject: 16ECS-TI-18SP field staff safety audit
Attachments: site office safety audit.pdf

Hi Julie,

Yesterday I conducted a field staff safety audit on the site office with Ernie.
Please see the attached report. Ernie will let us know once Four Seasons rectifies a couple of issues.
Please place a copy of this report in the G-Drive.

Thanks.

Regards,

Phill Tsolakis
Inspection Coordinator, Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd, 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.432.2647
F: 416.397.0900
E: ptsolaki@toronto.ca

Engineering & Construction Services

Date: Aug 10/16

Time: 9:00 AM

Inspector (print full name): E. SUMMERS

Weather: RAIN

Location: SHUTEN ST.

Contract # (where applicable): 10 ECS-TI-15 SP

Description of Work Performed: W/MAN SERVICES, RE-SURFACING

Personal Protective Equipment

Appropriate PPE being used: Yes No

Site Office / Trailer

- 1. First-aid kit properly equipped and maintained: Yes No N/A
- 2. Eye-wash kit or station supplied and maintained: Yes No N/A
- 3. Copy of current OHS Act and Regs supplied: Yes No N/A
- 4. Adequate lighting: Yes No N/A
- 5. Adequate heating and air-conditioning: Yes No N/A
- 6. Supply of fresh drinking water: Yes No N/A
- 7. Sanitary system including toilet for sole use: Yes No N/A
- 8. Fire extinguisher supplied and maintained: Yes No N/A
- 9. Safe access / egress: Yes No N/A
- 10. Copies of MSDS sheets supplied: Yes No N/A
- 11. Smoke alarm supplied and working: Yes No N/A
- 12. Carbon monoxide detector supplied and working: Yes No N/A
- 13. Safety board that meets requirements in OHS Act: Yes No N/A
- 14. Burn Kit: Yes No N/A

Construction

Traffic control as per contract requirements: Yes No N/A

Notes:

- ① GENERAL CONTRACTOR & SUB CONTRACTORS HAVE NO FORM 1000'S
- ② MISSING FORM #82
- ③ MISSING NEAREST HOSPITAL PLAN MAP
- ④ NEEDS ADDITIONAL STEP FOR SAFE ACCESS & EGRESS IN & OUT OF SITE OFFICE.

Supervisor/Coordinator's Signature

[Handwritten Signature]

Julie Sharma

From: Julie Sharma
Sent: August-08-16 2:59 PM
To: 'rbansal@sitedevelopment.ca'
Subject: Fw: 16ECS-TI-18SP - outstanding issues
Importance: High

Hi Rohit,

FYI.

Thanks,

Julie

----- Original Message -----

From: Julie Sharma
Sent: Monday, August 08, 2016 02:57 PM
To: 'NMarrone@sitedevelopment.ca' <NMarrone@sitedevelopment.ca>; 'KRollinson@sitedevelopment.ca' <KRollinson@sitedevelopment.ca>
Cc: 'MPaolini@sitedevelopment.ca' <MPaolini@sitedevelopment.ca>; 'rbansal@sitedevelopments.ca' <rbansal@sitedevelopments.ca>; Ernie Summers
Subject: 16ECS-TI-18SP - outstanding issues

Hi Nick,

I'm just on site and have spoken with Marco and Kyle on outstanding matters we need to clarify, in no particular order:

1. Revised schedule
2. Progress mtg dates - ideally I like to have one during the first week; further to that any specific days of preference let me know and then I can set something up.
- 4a. PDO's - kindly ensure they are available for your intersection work. Dundas and Bay Street requires one asap. Until you can provide for one, it is important to have atleast a traffic control person available for the rush hour today 3pm-8pm. From tomorrow we will need one all day, 7am-8pm. Kindly confirm asap today.
- 4b. Marco will be sending me more TCP's for the remainder of the job for review, but in the meantime, please book ahead so we do not experience a delay.
5. Vipe schedule - given that they did not start today with the tapping into the Yonge St. Main, and I was only notified once I arrived onsite, this affects the traffic coordination we have set up and informed to the stakeholders. For future reference if there is a major change to the schedule, please inform me asap, so I can inform our traffic dept.
6. Yonge st. signage to be on poles - Ernie to coordinate with Kyle.
7. PVMS sign location - JS to check and confirm for permantantly location, temp. Locations for night and extended hours, kyle notified.
8. Ground wire for trailer to be relocated through expansion joint. Appears to be a trip hazard.

Let me know on 4a above asap.

Thanks,

Julie

Julie Sharma

From: Julie Sharma
Sent: August-15-16 10:45 AM
To: 'Kyle Rollinson'
Cc: Ernie Summers
Subject: RE: 16ECS-TI-18SP - Status Update Monday.

Thanks Kyle.

How soon can you let me know today about tomorrow's activities potential delay? Will you know by noon today?

Just so as I can update St. Mikes EMS and CFTEC.

Thanks,

Julie

-----Original Message-----

From: Kyle Rollinson [mailto:KRollinson@sitedevelopment.ca]
Sent: August-15-16 10:40 AM
To: Julie Sharma
Cc: Ernie Summers
Subject: Re: 16ECS-TI-18SP - Status Update Monday.

TCP was erected this morning
All three paid duties are onsite
Vipe was tunneling under a Conc Bell structure at Victoria Pending weather tomorrow, commencement of 1b may be delayed a day.
All barrels we placed out on the north curblin in front of St Mikes Church, neither north or south side parking Meters had been bagged.

Sent from my BlackBerry 10 smartphone on the Bell network.

Original Message

From: Julie Sharma
Sent: Monday, August 15, 2016 9:42 AM
To: Kyle Rollinson
Cc: Ernie Summers
Subject: 16ECS-TI-18SP - Status Update Monday.

Hi Kyle,

Can you provide me an update for operations today;
- PDO's
- Location of work
- Phase 1a and 1b status.

Thanks,

Julie

Julie Sharma

From: Julie Sharma
Sent: August-15-16 2:23 PM
To: 'Kyle Rollinson'
Cc: Ernie Summers; Rohit Bansal; Marco Paolini; Nick Marrone
Subject: RE: 16ECS-TI-18SP - Status Update Monday.

Thanks Kyle.

Julie

-----Original Message-----

From: Kyle Rollinson [mailto:KRollinson@sitedevelopment.ca]
Sent: August-15-16 1:24 PM
To: Julie Sharma
Cc: Ernie Summers; Rohit Bansal; Marco Paolini; Nick Marrone
Subject: RE: 16ECS-TI-18SP - Status Update Monday.

Good afternoon

Please advise.

We have moved to milling operations to Wednesday due to the forecasted heavy rains tomorrow.
All Paid duties have been pushed also.

Thank you
Kyle Rollinson

-----Original Message-----

From: Julie Sharma [mailto:jsharma@toronto.ca]
Sent: August-15-16 10:45 AM
To: Kyle Rollinson
Cc: Ernie Summers
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Cc: Ernie Summers

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Can you provide me an update for operations today;

- PDO's
- Location of work
- Phase 1a and 1b status.

Thanks,

Julie

Julie Sharma

From: Julie Sharma
Sent: August-29-16 1:42 PM
To: Rohit Bansal
Cc: 'Kyle Rollinson'; Nick Marrone; Joe Pellegrini; Ernie Summers; Michael Popik
Subject: 16ECS-TI-18SP - Site Trailer Replacement

Importance: High

Tracking:	Recipient	Read
	Rohit Bansal	
	'Kyle Rollinson'	
	Nick Marrone	
	Joe Pellegrini	Read: 08/29/2016 1:42 PM
	Ernie Summers	
	Michael Popik	Read: 08/29/2016 2:35 PM

Hi Rohit,

Kindly note the update for the site trailer was provided by City Staff last week. No mention of the site trailer being of a condition that it cannot be used was brought up by FSSD staff, until today by Kyle moments ago.

This is unacceptable not to have any communication to my replacement Harry, and a replacement trailer and/or location in the interim since this incident from last week. Kindly provide an update to the trailer provision and location as soon as possible. This item will be reviewed for remuneration purposes.

We do have a progress meeting scheduled for tomorrow morning and provision has to be looked into by FSSD immediately.

Thanks,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

Design & Construction Transportation Infrastructure
Engineering & Construction Services
City of Toronto
Metro Hall, 16th Floor
55 John Street
Toronto, Ontario M5V 3C6
P: 416.396.7157
F: 416.392.6279
E: jsharma@toronto.ca

 **Engineering & Construction Services**

Julie Sharma

From: Kyle Rollinson <KRollinson@sitedevelopment.ca>
Sent: August-29-16 2:11 PM
To: Julie Sharma; Rohit Bansal
Cc: Nick Marrone; Joe Pellegrini; Ernie Summers; Michael Popik
Subject: RE: 16ECS-TI-18SP - Site Trailer Replacement

Good afternoon

Ernie was the one that notified FSSD of the trailers condition and that it was unusable from his original email first thing Monday.

Verbal communication was made to Harry on site prior to the EMS Parking Meeting at 1000am, which I was present for.

Please reschedule the meeting for Wednesday as we will be moving the damaged trailer tomorrow and bringing in a new one.

Thank you
Kyle Rollinson

From: Julie Sharma [mailto:jsharma@toronto.ca]
Sent: August-29-16 1:42 PM
To: Rohit Bansal
Cc: Kyle Rollinson; Nick Marrone; Joe Pellegrini; Ernie Summers; Michael Popik
Subject: 16ECS-TI-18SP - Site Trailer Replacement
Importance: High

Hi Rohit,

Kindly note the update for the site trailer was provided by City Staff last week. No mention of the site trailer being of a condition that it cannot be used was brought up by FSSD staff, until today by Kyle moments ago.

This is unacceptable not to have any communication to my replacement Harry, and a replacement trailer and/or location in the interim since this incident from last week. Kindly provide an update to the trailer provision and location as soon as possible. This item will be reviewed for remuneration purposes.

We do have a progress meeting scheduled for tomorrow morning and provision has to be looked into by FSSD immediately.

Thanks,


Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

Design & Construction Transportation Infrastructure
Engineering & Construction Services
City of Toronto
Metro Hall, 16th Floor
55 John Street
Toronto, Ontario M5V 3C6
P: 416.396.7157

F: 416.392.6279

E: jsharma@toronto.ca

 Toronto Engineering & Construction Services

Julie Sharma

From: Julie Sharma
Sent: August-29-16 3:38 PM
To: 'Kyle Rollinson'; Rohit Bansal
Cc: Nick Marrone; Joe Pellegrini; Ernie Summers; Michael Popik
Subject: RE: 16ECS-TI-18SP - Site Trailer Replacement

Importance: High

Tracking:

Recipient	Read
'Kyle Rollinson'	
Rohit Bansal	
Nick Marrone	
Joe Pellegrini	Read: 08/29/2016 3:39 PM
Ernie Summers	
Michael Popik	

Hi Kyle,

I understand some communication has been had regarding this issue, however, it should not take a week to have the damaged trailer removed and replaced with a new one, without any communication up until now.

Kindly proceed with the removal of the trailer and installation of the new trailer for tomorrow.

As for our meeting, I have booked the **Commissioner's Board Room at MH 17th floor tomorrow (Tuesday)**. I have meetings on Wednesday which will not permit me to reschedule at this time.

I will send out an update to the meeting location today.

Kindly have a revised schedule for review at tomorrow's meeting for discussion.

Thanks,

Julie

From: Kyle Rollinson [mailto:KRollinson@sitedevelopment.ca]
Sent: August-29-16 2:11 PM
To: Julie Sharma; Rohit Bansal
Cc: Nick Marrone; Joe Pellegrini; Ernie Summers; Michael Popik
Subject: RE: 16ECS-TI-18SP - Site Trailer Replacement

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Thank you
Kyle Rollinson

From: Julie Sharma [<mailto:jsharma@toronto.ca>]
Sent: August-29-16 1:42 PM
To: Rohit Bansal
Cc: Kyle Rollinson; Nick Marrone; Joe Pellegrini; Ernie Summers; Michael Popik
Subject: 16ECS-TI-18SP - Site Trailer Replacement
Importance: High

Hi Rohit,

Kindly note the update for the site trailer was provided by City Staff last week. No mention of the site trailer being of a condition that it cannot be used was brought up by FSSD staff, until today by Kyle moments ago.

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Thanks,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

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Toronto, Ontario M5V 3C6
P: 416.396.7157
F: 416.392.6279
E: jsharma@toronto.ca

 **Engineering & Construction Services**

Julie Sharma

From: Julie Sharma
Sent: August-30-16 2:46 PM
To: Ernie Summers; 'KRollinson@sitedevelopment.ca'
Cc: Martin Leubecher; Joe Pellegrini; 'Marco Paolini'
Subject: RE: Generator

Tracking:	Recipient	Read
	Ernie Summers	
	'KRollinson@sitedevelopment.ca'	
	Martin Leubecher	Read: 08/30/2016 2:48 PM
	Joe Pellegrini	Read: 08/30/2016 2:47 PM
	'Marco Paolini'	

Hi Ernie,

Just spoke with Marco, trailer apparently has been delivered to the site (?) and the generator is to be exchanged to a whisper generator.

Thanks,

Julie

-----Original Message-----

From: Ernie Summers
Sent: August-30-16 2:07 PM
To: 'KRollinson@sitedevelopment.ca'
Cc: Julie Sharma; Martin Leubecher; Joe Pellegrini
Subject: Generator

I went by Sherbourne St. and noticed a generator was left there.
It was not a Whisper generator . A noisy unit will not be tolerated.

Thanks
Ernie

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

Julie Sharma

From: Kyle Rollinson <KRollinson@sitedevelopment.ca>
Sent: August-31-16 6:46 PM
To: Julie Sharma; Marco Paolini
Cc: Ernie Summers
Subject: Re: 16ECS-TI-18SP - site trailer

New trailer is in the approved location, east side sherbourne Old damaged trailer is on the west side, waiting for insurance plus float out.

Sent from my BlackBerry 10 smartphone on the Bell network.

Original Message

From: Julie Sharma
Sent: Wednesday, August 31, 2016 6:42 PM
To: Marco Paolini
Cc: Ernie Summers; Kyle Rollinson
Subject: 16ECS-TI-18SP - site trailer

Hi All,

Can you confirm the location of the site trailer as I have been informed it is now on the west side of Shuter/Sherbourne?

Kindly confirm. If this is the case, please note the approved location is on the east side of this intersection and the trailer needs to be placed back there at FSSD's cost.

Thanks,

Julie

Julie Sharma

From: Julie Sharma
Sent: October-03-16 9:22 AM
To: 'KRollinson@sitedevelopment.ca'; Ernie Summers; 'NMarrone@sitedevelopment.ca'
Cc: 'MPaolini@sitedevelopment.ca'
Subject: Re: Fuel for Generator

Hi Kyle,

Nick said he would check and readdress the trailer. Kindly check with him and Ernie and keep me posted.

Thanks,

Julie

----- Original Message -----

From: Kyle Rollinson [mailto:krollinson@sitedevelopment.ca]
Sent: Monday, October 03, 2016 09:07 AM
To: Julie Sharma; Ernie Summers; Nick Marrone <nmarrone@sitedevelopment.ca>
Cc: Marco Paolini <mpaolini@sitedevelopment.ca>
Subject: Re: Fuel for Generator

Good morning

Fuel has been put into the generator for today.
Arrangements have been made for the fuel fill up on a weekly basis.
Please send the list of items that need to be corrected for the trailer.

Thank you
Kyle Rollinson

Sent from my BlackBerry 10 smartphone on the Bell network.

Original Message
From: Julie Sharma
Sent: Monday, October 3, 2016 8:46 AM
To: Ernie Summers; Kyle Rollinson; Nick Marrone
Cc: Marco Paolini
Subject: Re: Fuel for Generator

Kyle/Nick,

Kindly make arrangement to provide fuel for the generator. As per our meeting last week, the site trailer is substandard to the Trailer audit and compromises Health and Safety standards as outlined in the GC's and City standards. In addition the lack of power has added to this list.

Let me know of the update to this asap.

Thanks,

Julie

----- Original Message -----

From: Ernie Summers
Sent: Monday, October 03, 2016 07:01 AM
To: 'KRollinson@sitedevelopment.ca' <KRollinson@sitedevelopment.ca>

Cc: Julie Sharma; 'MPaolini@sitedevelopment.ca' <MPaolini@sitedevelopment.ca>
Subject: Fuel for Generator

Please be advised that the generator still does not have any fuel.
You need to make arrangements with Toronto Hydro for a connection if you are not going to keep fuel in the Generator.
Please advise.

Thanks

Ernie

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

Julie Sharma

From: Kyle Rollinson <krollinson@sitedevelopment.ca>
Sent: September-20-16 9:32 AM
To: Ernie Summers
Cc: Julie Sharma
Subject: Re: Fuel

It has been set up for every two weeks on Tuesday

Sent from my BlackBerry 10 smartphone on the Bell network.

Original Message

From: Ernie Summers
Sent: Tuesday, September 20, 2016 9:18 AM
To: Kyle Rollinson
Cc: Julie Sharma
Subject: Fuel

The generator is below 1/4, it will soon be out of fuel.
Is there a regular fueling arrangement?

Thanks

Ernie

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

Julie Sharma

From: Ernie Summers
Sent: September-30-16 5:52 PM
To: 'KRollinson@sitedevelopment.ca'
Cc: Julie Sharma
Subject: Generator

Please be advised the generator was not filled with fuel and is now empty.

Ernie
Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

Julie Sharma

From: Julie Sharma
Sent: September-22-16 10:29 AM
To: 'Rohit Bansal'
Cc: 'Kyle Rollinson'; 'Nick Marrone'; Ernie Summers
Subject: RE: 16ECS-TI-18SP - Steel plates

Hi All,

Can someone provide an update to when these steel plates are to be rectified.

I have received numerous calls on the disturbance it is causing.

I will expect a call by noon today to inform me of the remedial steps for the issue.

Julie

From: Julie Sharma
Sent: September-22-16 9:51 AM
To: 'Rohit Bansal'
Cc: 'Kyle Rollinson'; 'Nick Marrone'; Ernie Summers
Subject: RE: 16ECS-TI-18SP - Steel plates

Good Morning All,

As per the attached photos, the steel plates HAVE NOT been attended to contrary to my original request from Monday (as per the email below).

FSSD is responsible to adhere to the contract for the safety of the public to countersink these plates and ensure they are yellow and skid resistant.

Merely placing barrels over the exposed trench in the middle of a live traffic lane, as on Bond Street is not acceptable. We have members of the public calling to complain about this issue. Resident at 76 Shuter Street has voiced his concerns numerous times.

FSSD is to respond to this matter ASAP.

Thanks,

Julie

From: Julie Sharma
Sent: September-20-16 3:14 PM
To: Rohit Bansal
Cc: 'Kyle Rollinson'; Nick Marrone; Ernie Summers
Subject: 16ECS-TI-18SP - Steel plates

Hi Rohit,

It has been brought to my attention that the steel plates placed on Shuter Street are currently NOT countersunk with the asphalt and NOT skid

Please be advised, as per SS2.0:

14. The Contractor shall be required to provide steel plates during non working hours over any trenches and any pipes exposed to ground surface (i.e. blow offs). Steel plates are to be countersunk, painted yellow, skid resistant and signed accordingly to warn vehicular, pedestrian and cyclist traffic.

Kindly confirm when the steel plates are addressed in the manner above as per the contract special specifications.

The City will not be responsible for FSSD lack of site safety due to not adhering to the contract specifications.


Kindly inform me when this is attended to.

Regards,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

Design & Construction Transportation Infrastructure
Engineering & Construction Services
City of Toronto
Metro Hall, 16th Floor
55 John Street
Toronto, Ontario M5V 3C6
P: 416.396.7157
F: 416.392.6279
E: jsharma@toronto.ca

 **Engineering & Construction Services**

Julie Sharma

From: Julie Sharma
Sent: September-20-16 3:14 PM
To: Rohit Bansal
Cc: 'Kyle Rollinson'; Nick Marrone; Ernie Summers
Subject: 16ECS-TI-185P - Steel plates

Hi Rohit,

It has been brought to my attention that the steel plates placed on Shuter Street are currently NOT countersunk with the asphalt and NOT skid

Please be advised, as per SS2.0:

14. The Contractor shall be required to provide steel plates during non working hours over any trenches and any pipes exposed to ground surface (i.e. blow offs). Steel plates are to be countersunk, painted yellow, skid resistant and signed accordingly to warn vehicular, pedestrian and cyclist traffic.

Kindly confirm when the steel plates are addressed in the manner above as per the contract special specifications.

The City will not be responsible for FSSD lack of site safety due to not adhering to the contract specifications.

Kindly inform me when this is attended to.

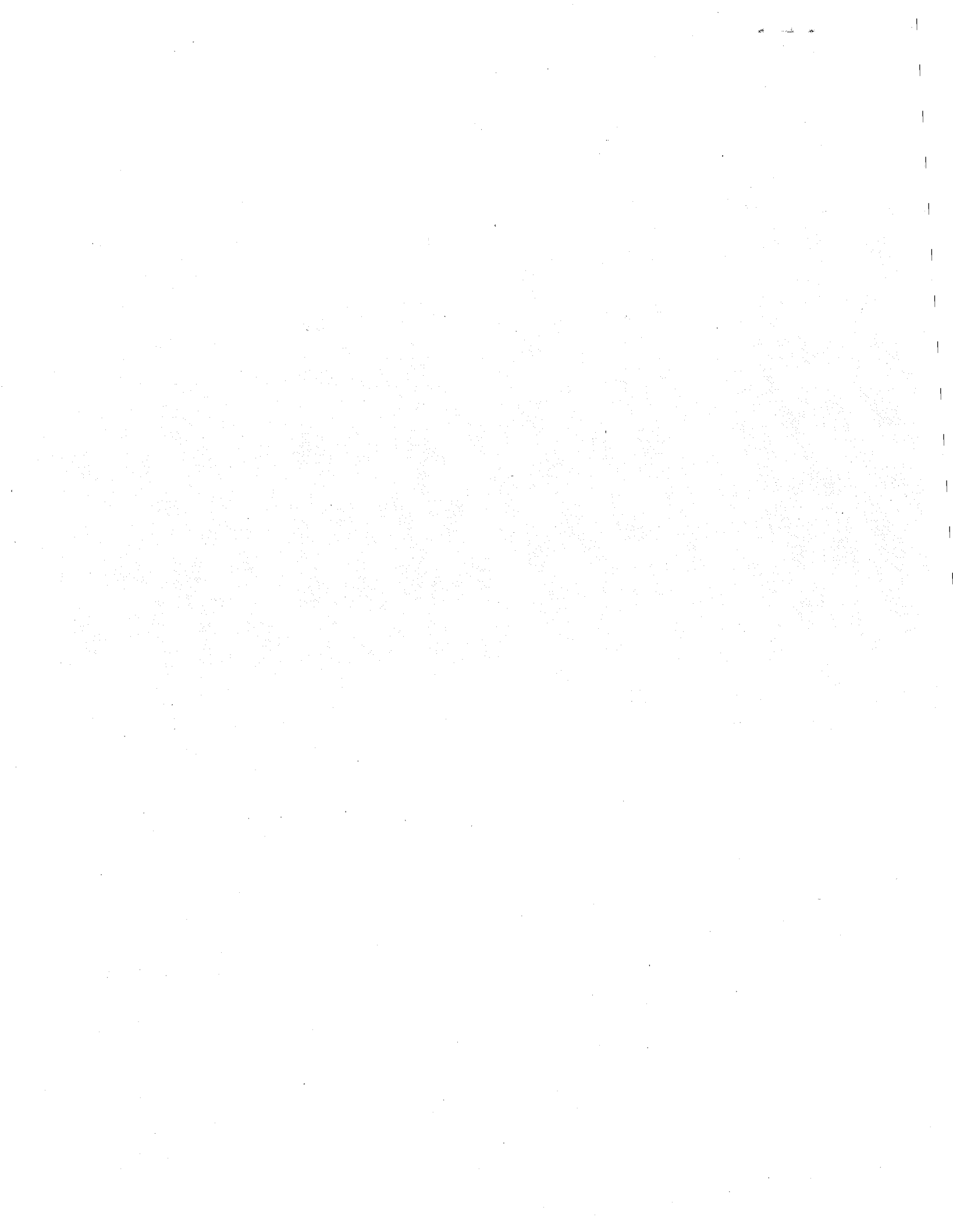
Regards,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

Design & Construction Transportation Infrastructure
Engineering & Construction Services
City of Toronto
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Toronto, Ontario M5V 3C6
P: 416.396.7157
F: 416.392.6279
E: jsharma@toronto.ca

 **Engineering & Construction Services**



Julie Sharma

From: Julie Sharma
Sent: September-09-16 8:12 AM
To: 'KRollinson@sitedevelopment.ca'; 'rbansal@sitedevelopment.ca'; Ernie Summers; 'NMarrone@sitedevelopment.ca'
Cc: Seamus Liu; 'MPaolini@sitedevelopment.ca'
Subject: Re: 16ECS-TI-18SP - Shuter Street Coordination meeting Schedule for Week Sept 12-16

Hi All,

Kindly note in response:

1. Disinfection proposals to be SIGNED by the contractor PRIOR to submission by the contractor and submitted to the CA. Neither of the proposals have been signed to date. Requests have been made to all email recipients, without a response from FSSD.
2. DP for Phase 1b was received on sept 1 but UNSIGNED and therefore not approved. Request to have it signed, no response.
3. CA to be informed directly of pass/fail watermain testing results. As per our pre-con meeting, the chain of correspondance was detailed with no objections. Following this from our meeting last week, we discussed FSSD providing an update to the results of the watermain test, and an email was sent on Tuesday as a gentle reminder, again with no response by FSSD.
4. Noted - church to jarvis.
5. Is the trailer set up as per audit requirements? If not kindly provide all paperwork required promptly. Nick is aware of the requirements as per our prog mtg 1 discussion. Inadequate trailer set up as merely workable is not acceptable.
6. TcP will be reviewed. Kindly detail if this work at 68 shuter will fall into next week and will the one-way access effect traffic?
7. I have provided you a list of events and times for FSSD to review and highlight any conflicts to be aware of and respond to me by today.
8. Mutual st crossing discussion to be had with FSSD. Coordination with Mutual st. Contractor for traffic coordination.
9. Pdo's required as per contract at FSSD's cost.

Kindly address the concerns which require a response today.

Thanks,

Julie

From: Kyle Rollinson [mailto:krollinson@sitedevelopment.ca]
Sent: Thursday, September 08, 2016 06:20 PM
To: Julie Sharma; Rohit Bansal <rbansal@sitedevelopment.ca>; Ernie Summers; Nick Marrone <nmarrone@sitedevelopment.ca>
Cc: Seamus Liu; Marco Paolini <mpaolini@sitedevelopment.ca>
Subject: RE: 16ECS-TI-18SP - Shuter Street Coordination meeting Schedule for Week Sept 12-16

See below in Red

From: Julie Sharma [mailto:jsharma@toronto.ca]

Sent: September-08-16 4:42 PM

To: Rohit Bansal; Kyle Rollinson; Ernie Summers; Nick Marrone

Cc: Seamus Liu

Subject: 16ECS-TI-18SP - Shuter Street Coordination meeting Schedule for Week Sept 12-16

Importance: High

Hi Rohit,

It is unfortunate that no one from FSSD was able to attend today's meeting. The reason for the meeting as per the appointment schedule was to discuss the upcoming activities onsite during the week of Sept 12-16, 2016 and to brief my cover-off Seamus Liu.

By way of this email, I will be providing a summary of the current status of the work schedule activities onsite for Seamus's information.

There will be a Progress Meeting held next week, as scheduled, at the site trailer.

Summary as of Sept 7, 2016:

- Yonge to Church Street – watermain installed.
- Testing Phase 1a and 1b.
 - Phase 1a disinfection proposal has been signed off by Harry Persaud, however, I am still awaiting Nick's sign off back to us. This is the third request.
 - Sign off will be handed to the City inspector
 - Phase 1b disinfection proposal has NOT been signed off by FSSD and nor the City of Toronto has provided approvals. Please indicate when Phase 1b will be approved, FSSD office has indicated that the procedure was forwarded to the City on Sept 1, 2016 at 8:59pm
 - Kindly note the City is not responsible for FSSD not complying with the regulations surrounding the approval of a disinfection proposal.
 - There has been no update whether FSSD failed the Phase 1a testing of the watermain. Kyle informed me that Sept 6 he was to receive results. I have followed up and not been provided with an update. City inspector has witnessed all disinfection procedures and was notified onsite. Phase 1a failed, and Vipe has started the disinfection procedure again. Formal results will be forwarded to the City shortly.
- Church to Jarvis.
 - Work zone set up
 - Road cutting being undertaken for asbestos removal. No asbestos removal in this section
- Trailer update:
 - Old damaged trailer has been removed.
 - New trailer installed with whisper generator.
 - New trailer does not have the complete set up as per the general conditions. Kindly review that the trailer is set up in accordance with the requirements of the contract asap.

The trailer has been set up and is in workable condition, paperwork will be posted tomorrow, if there are any items missing, please indicate where in the contract these items are posted so this item can be completed.
- Traffic Control:
 - East of Church to Jarvis:
 - Reduced to one lane in each direction.
 - JS provided a schematic for the proposal around 68 Shuter St. Traffic will be compromised to one lane in the east bound direction only during this time.
 - Kindly provide update to the TCP plan during this time and when the work is expected to be undertaken through this phase of work.

TL-20A will be used as per Book 7 – see attached

- AS per the meeting last week with the stakeholder in the locale of Shuter Street, major coordination is required during the week of Sept 12-16 due to the events taking place. If the traffic is reduced to one lane only at 68 Shuter Street, this will GREATLY IMPACT the stakeholders, as we had discussed two way traffic being maintained at all times. As I had discussed in the meeting, there will be two lanes of traffic after working hours. This will allow the work to be completed safely during the day if required to go to one lane. If the City would like to accommodate these events through our working hours, please advise on how to proceed.
 - Kindly confirm the above point in coordination of the attached events listing from Sept 8-17.
 - TPA bagged TPA machines to prohibit parking within this stretch.
ALL Parking from Jarvis to Church will be prohibited next week, as indicated, notices on windshields will not suffice, FSSD will complete, all additional time and cost to move all cars will be forwarded to the City.
- Yonge – Church:
- 1 lane in each direction as pre-existing conditions.
 - Fencing removed.
 - Remaining areas fenced off relate to the areas required for access for testing.
 - Barrells remain in front of St. Mikes, where fencing cannot be placed due to coordination with St. Mike's ambulance services and loading dock.
 - TPA to restore parking in areas where the fencing has been removed.
 - TPA to revisit the bagging of TPA machines during paving operations.

Schedule for Sept 12-16:

- Retesting of Phase 1a
- Submission of signed disinfection proposal for Phase 1b
- Testing of Phase 1b
- Connections Phase 1a pending passing of watermain.
- TCP between FSSD and Mutual Street work to be provided for review.
Mutual St crossing has been submitted numerous times, please indicate how Mutual St work will

effect Shuter St Construction.

- PDO update:
 - As per SS 2.0 and SS 16.0– The contractor shall be responsible for all associated cost PDO required to complete the work.
 - FSSD will continue to use the PDO services as stated in Book 7, within 30m of a signalized intersection. If the city requires any additional PDOs, please provide formal direction and understand the time constraints to obtain.
 - City will review the hours for the required PDO at Bay Street/Eaton Centre access, south of Dundas. Additional requirements for outside of working hours will also be reviewed, along with pedestrian PDO
- Outstanding issues:
 - Signed disinfection proposals for phase 1a and 1b
 - Results for testing of Phase 1a, Phase 1b (once disinfection proposal is signed by FSSD and City approved).
 - TCP for 68 Shuter Street. Please see attached
 - Trailer set up as per contract. See above, please provide outstanding contract items.
- Meeting minutes from previous meetings to follow.


Kindly provide responses to the critical issues detailed above by tomorrow morning.

Regards,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

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 **Engineering & Construction Services**



Chain of Custody #

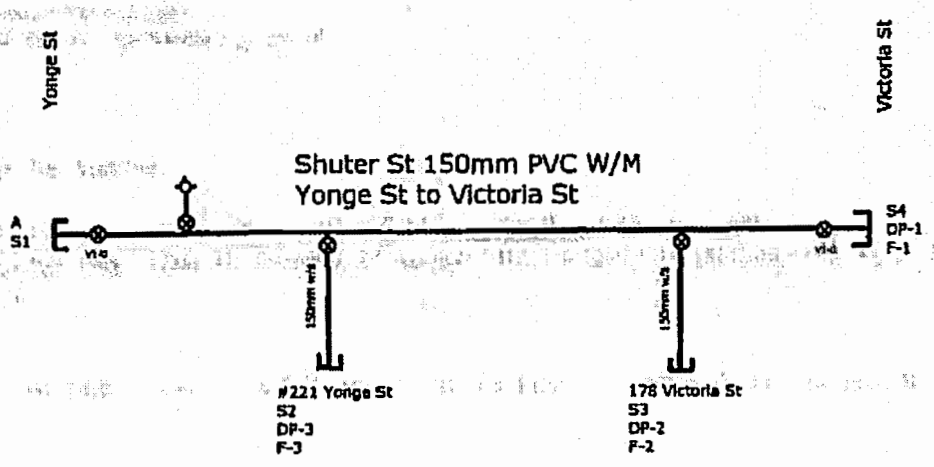
Disinfection Test

Proposal Number: Shuter St - Yonge to Victoria Contractor: Vipe

Disinfection Criteria

Type of Installation:	<input checked="" type="checkbox"/> Watermain		
Pipe Size:	Diameter: 150mm	Length: 95m	Pipe Material: PVC
Disinfection Method:	<input checked="" type="checkbox"/> Continuous Feed		Concentration: 250 mg/l
Contact Time:	<input checked="" type="checkbox"/> 24hrs		
<input checked="" type="checkbox"/> Backflow Prevention:	<input type="checkbox"/> Live side monitoring:	<input type="checkbox"/> Pressure Gauges Install	Disinfectant to be used: NaOCl
Discharge to:	<input type="checkbox"/> Storm <input checked="" type="checkbox"/> Sanitary <input type="checkbox"/> Combined <input type="checkbox"/> Other	Location of Source Water: 50mm Bypass From Yonge WM	Source Provided By: <input checked="" type="checkbox"/> 50mm Bypass from Yonge St W/M

Disinfection Site Map:



Note: If this sketch area is not used with submittal
any attached sketch must include all pertinent information

Identify the following:
 Line Valves and status: (V 1,2,3, ect.) indicate Open/Close example V1-O, V2-C.
 CLJ Application (A)
 Live Side Monitoring (LM) example LM-1, LM-2
 Flushing (F) example F-1, F-2
 Sampling (S) example S-1, S-2
 Pressure Monitoring (P) example P-1, P-2
 Discharge Points (DP) example DP-1, DP-2

SPT 9/2016

Contractor:	Date: 08/14/2016
Approved by Inspector: <i>Hessard</i>	Date: Aug 25, 16



Chain of Custody #

Disinfection Test

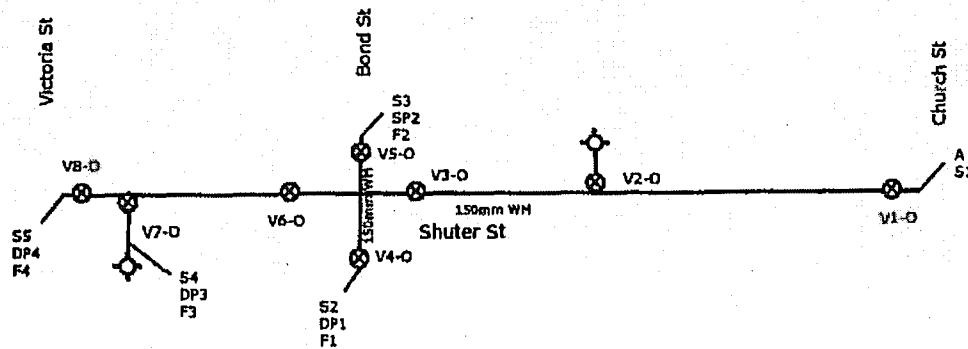
Proposal Number: 16ECS-T1-18SP

Contractor: Vipe

Disinfection Criteria

Type of Installation:	<input checked="" type="checkbox"/> W/M		
Pipe Size: Diameter:	150mm	Length: 200m	Pipe Material: PVC
Disinfection Method:	<input checked="" type="checkbox"/> Continuous Feed		Concentration: 250 mg/l
Contact Time:	<input checked="" type="checkbox"/> 24hrs		
<input checked="" type="checkbox"/> Backflow Prevention:	<input type="checkbox"/> Live side monitoring:	<input type="checkbox"/> Pressure Gauges Install	Disinfectant to be used: NaOCl
Discharge to:	<input type="checkbox"/> Storm	Location of Source Water: 50mm Tap on Church	
	<input checked="" type="checkbox"/> Sanitary	Source Provided By: <input checked="" type="checkbox"/> By-pass	
	<input type="checkbox"/> Combined		
	<input type="checkbox"/> Other		

Disinfection Site Map:



Shuter St 150mm WM: Church St to Victoria St

Note: If this sketch area is not used with submission
any attached sketch must include all pertinent information

Identify the following:

- Line Valves and status: (V 1,2,3, ect.) indicate Open/Close example V1-O, V2-C).
- CL: Application (A)
- Live Side Monitoring (LM) example LM-1, LM-2
- Flushing (F) example F-1, F-2
- Sampling (S) example S-1, S-2
- Pressure Monitoring (P) example P-1, P-2
- Discharge Points (DP) example DP-1, DP-2

SEP 9/2016

Contractor: _____	Date: <u>09/01/2016</u>
Approved by: _____	Date: _____

Julie Sharma

From: Julie Sharma
Sent: September-26-16 8:25 AM
To: 'KRollinson@sitedevelopment.ca'; 'rbansal@sitedevelopment.ca'; 'NMarrone@sitedevelopment.ca'
Cc: Ernie Summers
Subject: Re: 16ECS-TI-18SP - Portapotty

Hi Kyle,

Appreciate the update.

I wanted to thank you for making this happen and addressing the skid plates; I received a thank you for your/FSSD's efforts from the public on these two matters.

Julie

From: Kyle Rollinson [mailto:krollinson@sitedevelopment.ca]
Sent: Monday, September 26, 2016 07:52 AM
To: Julie Sharma; Rohit Bansal <rbansal@sitedevelopment.ca>; Nick Marrone <nmarrone@sitedevelopment.ca>
Cc: Ernie Summers
Subject: Re: 16ECS-TI-18SP - Portapotty

FSSD sub has moved the requested Porta potty.

Thank you
Kyle Rollinson

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Julie Sharma
Sent: Thursday, September 22, 2016 3:40 PM
To: Kyle Rollinson; Rohit Bansal; Nick Marrone
Cc: Ernie Summers
Subject: 16ECS-TI-18SP - Portapotty

Hi Kyle,

I have received a few complaints about the location of the current porta-potty on Shuter St. as it is directly in front of some homes and a restaurant I believe.

Can you have this moved to a more discreet location.

Kindly advise.

Thanks,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

Design & Construction Transportation Infrastructure

Engineering & Construction Services

City of Toronto

Metro Hall, 16th Floor


55 John Street

Toronto, Ontario M5V 3C6

P: 416.396.7157

F: 416.392.6279

E: jsharma@toronto.ca

 **Engineering & Construction Services**

This is Exhibit "PP" 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

From: Julie Sharma [<mailto:jsharma@toronto.ca>]
Sent: September-26-16 8:25 AM
To: Kyle Rollinson; Rohit Bansal; Nick Marrone
Cc: Ernie Summers
Subject: Re: 16ECS-TI-18SP - Portapotty

Hi Kyle,

Appreciate the update.

I wanted to thank you for making this happen and addressing the skid plates; I received a thank you for your/FSSD's efforts from the public on these two matters.

Julie

From: Kyle Rollinson [<mailto:krollinson@sitedevelopment.ca>]
Sent: Monday, September 26, 2016 07:52 AM
To: Julie Sharma; Rohit Bansal <rbansal@sitedevelopment.ca>; Nick Marrone <nmarrone@sitedevelopment.ca>
Cc: Ernie Summers
Subject: Re: 16ECS-TI-18SP - Portapotty

FSSD sub has moved the requested Porta potty.

Thank you
Kyle Rollinson

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Julie Sharma
Sent: Thursday, September 22, 2016 3:40 PM
To: Kyle Rollinson; Rohit Bansal; Nick Marrone
Cc: Ernie Summers
Subject: 16ECS-TI-18SP - Portapotty

Hi Kyle,

I have received a few complaints about the location of the current porta-potty on Shuter St. as it is directly in front of some homes and a restaurant I believe.

Can you have this moved to a more discreet location.

Kindly advise.

Thanks,

Julie

Julie Sharma, P.Eng.
Engineer, Major Roads

Design & Construction Transportation Infrastructure
Engineering & Construction Services
City of Toronto
Metro Hall, 16th Floor
55 John Street
Toronto, Ontario M5V 3C6
P: 416.396.7157
F: 416.392.6279
E: jsharma@toronto.ca

 **TORONTO** Engineering & Construction Services

This is Exhibit "QQ" 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

Progress Meeting Minutes #9

**Major Road Resurfacing, Watermain Replacement and Watermain Trench Restoration
 Shuter Street**

Date: December 19, 2016 **Contract No.** 16ECS-TI-18SP
Time: 10:00 a.m. – 11.00 a.m. **Location:** Site Office
Contractor: Four Seasons Site Development Ltd.
Attendees: City of Toronto: Dan Christensen, Ernie Summers, Chris Zawiska
 Contractor (FSSD): Nick Marrone, Rohit Bansal

Distribution: All Attendees, Mohammad Kashani, Stephen Adams

<u>ITEM</u>	<u>PARTICULARS</u>	<u>ACTION BY</u>
1.0	<u>Review of Previous Minutes:</u>	
	<ul style="list-style-type: none"> • No issues with minutes from progress meeting #8 were noted 	
2.0	<u>Emergency Contact List and Numbers:</u>	
	<ul style="list-style-type: none"> • Kyle Rollinson (Four Seasons Site Development), Cell: 416-678-4043 • Nick Marone (Four Seasons Site Development), Cell: 416-522-6175 • Ernie Summers (City of Toronto), Cell: 416-436-5491 • Chris Zawisza (City of Toronto), Cell: 416-659-9218* * will be filling in for Ernie Summers from Dec 20, 2016 to Jan 3, 2017. • Dan Christensen (City of Toronto), Cell: 647-883-7816 	
3.0	<u>Progress of Work and Site Specific Issues:</u>	
	<p>WATERMAIN WORK:</p> <p>Phase 1A – Yonge to Victoria:</p> <ul style="list-style-type: none"> • All work complete <p>Phase 1B – Victoria to Church:</p> <ul style="list-style-type: none"> • All work complete <p>Phase 2A – Church to Jarvis:</p> <ul style="list-style-type: none"> • All filler testing passed to-date • All water services complete • To do: backfill and temporary asphalt restorations at Church St & Jarvis St watermain connections, water service connections, top up pot-holes with asphalt, clear snow along north side of Shuter and open to public for parking 	FSSD

	<p>by Thursday Dec 22, 2016, and any other issues noted by City Inspector in the interim, by end of day.</p> <p>Phase 2B – Jarvis to Sherbourne:</p> <ul style="list-style-type: none"> All filler testing passed to-date All water services complete To-do: backfill and temporary asphalt restorations scheduled for tomorrow at Sherbourne St watermain connection, and water service connections, top up pot-holes with asphalt, clear snow along north side of Shuter and open to public for parking by Thursday Dec 22, 2016, and any other issues noted by the City Inspector in the interim, by end of day. <p>ROAD RESURFACING WORK:</p> <p>Yonge to Church:</p> <ul style="list-style-type: none"> All work complete List of deficiencies dated Nov 29/16 given to Contractor by Ernie Summers, and a copy of that list is attached herewith. Contractor to advise on deficiency work schedule 	FSSD
4.0	<u>Schedule</u>	
	<ul style="list-style-type: none"> Date for Commencement of the Work: August 2, 2016 Weekly look-ahead schedules are being provided by the Contractor Due to weather, permanent restorations, and sidewalk re and re / state of good repair, between Church and Sherbourne, will be completed in the spring of 2017. FSSD to advise City of time required to complete this remaining work. 	FSSD
5.0	<u>Payment:</u>	
	<p>Payment Certificates issued to-date:</p> <ul style="list-style-type: none"> PC#1 from start of work up to Oct 2, 2016 PC#2 from Oct 3 to 28, 2016 (end of week 12) <p>Payment Certificates to be issued:</p> <ul style="list-style-type: none"> PC#3 from Oct 29 to Nov 27, 2016 (end of week 16) 	ECS
6.0	<u>Additional Work / Claims:</u>	
	<ul style="list-style-type: none"> Extra work claims submitted to-date to be included in PC#3 where possible, City to advise FSSD if there are any issues with the submissions. FSSD to submit any remaining 2016 extra work claims. 	FSSD
7.0	<u>Health and Safety:</u>	
	<ul style="list-style-type: none"> No issues noted 	

8.0	<u>Performance Evaluation:</u>	
	<ul style="list-style-type: none"> • Interim #2: completed Dec 6, 2016 by Dan Christensen, was distributed to FSSD via email on Dec 19, 2016, and was reviewed at progress meeting #9 • Interim #1: completed Sept. 29, 2016 by Julie Sharma. FSSD advised at progress meeting #9 that Interim #1 had not been received to-date. Subsequent to meeting, a copy was distributed to FSSD via email on Dec 20, 2016. 	
9.0	<u>Other Business:</u>	
	<ul style="list-style-type: none"> • Nothing noted 	
10.0	<u>Next Meeting:</u>	
	<ul style="list-style-type: none"> • To be determined 	

There being no further matters for discussion, the meeting was adjourned at 11:00 a.m. Minutes considered accurate as written if no comments are received by January 11, 2017.

Minutes taken by: Dan Christensen, P.Eng.

16 ECS - T1 - 18 SP - PROGRESS # 9 - DEC. 19/16 .

NAME:	COMPANY:	PHONE:	EMAIL:
DAN CHRISTENSEN	COT - ECS	416-396-7175	DAN.CHRISTENSEN@TORONTO.CA
CHRIS ZAWISZA	ECS	416 659 9218	CHALISTOPTEL.ZAWISZA@TO
NICK MARRONE	FSSD	416 522-6175	NMARRONE@SITEDEVELOPME CA
Rohit Bansal	FSSD	416-518-5287	RBANSAL@SITEDEVELOPMENT.CA

This is Exhibit "RR" referred to in the Affidavit of ROHIT
BANSAL sworn March 28th, 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: Dan Christensen [Dan.Christensen@toronto.ca]
Sent: Tuesday, December 20, 2016 10:19 AM
To: Rohit Bansal
Cc: Stephen Adams
Subject: 16ECS-TI-18SP - CPE - Interim #1
Attachments: Scan from (Hostname).pdf

Hi Rohit,

As per our conversation at yesterday's progress meeting, you advised that CPE - Interim #1 was not communicated with FSSD to-date. It was assumed that the attached was communicated with FSSD prior to Julie going on maternity leave at the end of October. I have located this document and a copy is attached for your information and file.

Thank you,

Dan

-----Original Message-----

From: desktopcro@toronto.ca [<mailto:desktopcro@toronto.ca>]
Sent: December-20-16 9:36 AM
To: Dan Christensen
Subject: Scan from (Hostname)


Attached is your scanned document from (Hostname)

Attachment File Type: pdf, Multi-Page

Multifunction Device Location: Metro Hall 16th Floor
Device Name: MH16P02.PRINTERS.TORONTO.CA
Device Serial Number: MX4772185
Multifunction Device IP Address: 137.15.133.17

Please do not reply to this email.
All responses will be automatically deleted.

This is Exhibit "SS" 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

From: Dan Christensen [Dan.Christensen@toronto.ca]
Sent: Monday, December 19, 2016 11:06 AM
To: Rohit Bansal
Subject: 16ECS-TI-18SP - CPE - Interim #2
Attachments: Scan from (Hostname).pdf

Hi Rohit,

Please see attached, Contractor Performance Evaluation - Interim #2. Let's discuss this afternoon at the progress meeting.

Thank you,

Dan

-----Original Message-----

From: desktopcro@toronto.ca [<mailto:desktopcro@toronto.ca>]
Sent: December-19-16 10:30 AM
To: Dan Christensen
Subject: Scan from (Hostname)

Attached is your scanned document from (Hostname)

Attachment File Type: pdf, Multi-Page

Multifunction Device Location: Metro Hall 16th Floor
Device Name: MH16P02.PRINTERS.TORONTO.CA
Device Serial Number: MX4772185
Multifunction Device IP Address: 137.15.133.17

Please do not reply to this email.
All responses will be automatically deleted.



Contractor Performance Evaluation

version 1.2 - Feb 25-15

Final
 Interim # 2

DATE: Dec 06/16

CONTRACTOR: Four Seasons Site Development Ltd.

PROJECT NAME: Shuter Street - Yonge Street to Sherbourne Street.

DESCRIPTION: Watermain replacement, Waterservice upgrades and Major Road Resurfacing and Watermain Trench Restora

Ranking

CONTRACT No.: 16ECS-TI-18SP

START DATE: Aug 2/2016

For definitions refer to Backup sheets

CONTRACT VALUE: \$3,261,824

COMPLETION DATE: Dec 16/16

U I ME EE EX N/A

A. SAFETY & COMPLIANCE - Laws & Standards sub-score 3.00 Weight 25%

- 1. Did the contractor comply with OHSA requirements? U I ME EE EX N/A
- 2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies? U I ME EE EX N/A
- 3. Did the contractor take adequate precautions with any hazardous materials and designated substances? U I ME EE EX N/A

B. QUALITY - Compliance with Contract Standards & Specifications sub-score 2.50 Weight 25%

- 1. Did the contractor comply with standards and specifications in the contract? U I ME EE EX N/A
- 2. Was the quality and workmanship in compliance with the contract documents? U I ME EE EX N/A
- 3. Did the contractor promptly & effectively correct defective work as the project progressed? U I ME EE EX N/A

C. ORGANIZATION - Work Plan and Management sub-score 2.85 Weight 12.5%

- 1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract? U I ME EE EX N/A
- 2. Did the contractor commence the work on time? U I ME EE EX N/A
- 3. Did the contractor submit schedule updates in accordance with the contract? U I ME EE EX N/A
- 4. Did the contractor adequately staff and resource the project in compliance with the contract? U I ME EE EX N/A
- 5. Did the contractor provide adequate & competent site supervision? U I ME EE EX N/A
- 6. Did the contractor effectively coordinate and manage the work of its subcontractors? U I ME EE EX N/A
- 7. Did a person with decision-making authority represent the contractor at pay/progress meetings? U I ME EE EX N/A
- 8. Did the contractor submit timely, relevant requests for information (RFIs) as needed? U I ME EE EX N/A
- 9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract? U I ME EE EX N/A

D. EXECUTION - Work Performance sub-score 2.77 Weight 25%

- 1. Did the contractor complete the project on time? U I ME EE EX N/A
- 2. Did the contractor follow the approved schedule and meet milestones? U I ME EE EX N/A
- 3. Did the contractor provide effective quality control? U I ME EE EX N/A
- 4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract? U I ME EE EX N/A
- 5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs? U I ME EE EX N/A
- 6. Did the contractor seek authorization to perform extra or additional work? U I ME EE EX N/A
- 7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge? U I ME EE EX N/A
- 8. Was the quality and submission timelines of the following items acceptable?
 - 8.1 Look ahead schedules or work plans U I ME EE EX N/A
 - 8.2 Accurate and complete record documents (as-builts) U I ME EE EX N/A
 - 8.3 Complete operations and maintenance manuals and closeout documents U I ME EE EX N/A
 - 8.4 Secure and/or closed applicable municipal permits U I ME EE EX N/A
 - 8.5 Startup testing and commissioning reports U I ME EE EX N/A
 - 8.6 Training plan and manuals U I ME EE EX N/A

E. ADMINISTRATION - Contractor Performance and Diligence sub-score 2.81 Weight 12.5%

- 1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders? U I ME EE EX N/A
- 2. Did the contractor participate in resolving project problems and display initiative to implement solutions? U I ME EE EX N/A
- 3. Did the contractor demonstrate accountability for problems for which they were responsible? U I ME EE EX N/A
- 4. Did the contractor submit accurate, complete invoices in a timely manner? U I ME EE EX N/A
- 5. Did the contractor provide competitive change order pricing? U I ME EE EX N/A
- 6. Did the contractor accept responsibility for the full scope and extent of the contract? U I ME EE EX N/A
- 7. Did the contractor coordinate to minimize disruption to the public and City operations? U I ME EE EX N/A

2.77 Total Score (weighted)

	Name (Print or Type)	Signature	Date
Project Manager:	Dan Christensen		Dec. 6, 2016
Manager:	Mohammad Kashani		06 DEC 2016
Director: (required for Final only)	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?	ranking = ME
	<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>	
A2	Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?	ranking = ME
	<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>	
A3	Did the contractor take adequate precautions with any hazardous materials and designated substances?	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>	

B QUALITY - Compliance with Contract Standards & Specifications **COMMENTS/BACKUP**

B1	Did the contractor comply with standards and specifications in the contract?	ranking = I
	<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>Temporary road restorations were not completed between Jarvis and Sherbourne in accordance with contract stipulations. As per SS.29.0 - Restoration Work, "temporary restoration of trenches within roadways, driveways, sidewalks, and intersections must be completed by the next working day after backfilling of the trench with unshrinkable fill according to TS 13.10 and a minimum of 100mm lift of HLB or match existing asphalt pavement depth, whichever is greater, for the maintenance of traffic. Based on inspection reports, watermain installation between Jarvis and Sherbourne (excluding testing) was completed during construction week #10, October 10 to 16, 2016. As of the date of this evaluation, December 6, 2016, trench areas have not been restored with HLB to the surface. As a result this has had, and continues to have, negative impacts with respect to 1) vehicle traffic as the roadway has not been fully opened for the maintenance of traffic, 2) pedestrian traffic and resident inconveniences as construction fencing has been left in place for a longer than desired period along the north curb-line. Refer to emails a, b, c, d, e, f, and photos 1, 2, 3 in support of temporary restoration issues. In addition to temporary road restorations, improvements could be made with respect to the maintenance of traffic control, general-house keeping, etc. Refer to attached emails g, h, i, j.</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 aDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

B2	Was the quality and workmanship in compliance with the contract documents?	ranking = ME
<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>		
B3	Did the contractor promptly & effectively correct defective work as the project progressed?	ranking = N/A
<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>		

C ORGANIZATION - Work Plan and Management **COMMENTS/BACKUP**

C1	Did the contractor submit a satisfactory baseline schedule in compliance with the contract?	ranking = ME
<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>		
C2	Did the contractor commence the work on time?	ranking = ME
<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>		
C3	Did the contractor submit schedule updates in accordance with the contract?	ranking = ME
<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>		

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.

C4	Did the contractor adequately staff and resource the project in compliance with the contract?	ranking = ME
<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>		
C5	Did the contractor provide adequate & competent site supervision?	ranking = I
<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>More attention with respect to maintenance of traffic control, house-keeping, etc. would be beneficial as issues regarding these items needed to be pointed out by city staff at times. Refer to attached emails g, h, i, j.</p>		
C6	Did the contractor effectively coordinate and manage the work of its subcontractors?	ranking = ME
<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	Did a person with decision-making authority represent the contractor at pay/progress meetings?	rank = ME
<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>		
C8	Did the contractor submit timely, relevant requests for Information (RFIs) as needed?	ranking = ME
<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>		

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. 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**

D1	Did the contractor complete the project on time?	ranking = ME
<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>		

D2	Did the contractor follow the approved schedule and meet milestones?	ranking = ME
<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>		

D3	Did the contractor provide effective quality control?	ranking = ME
<p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project. EE - Excellent QA/QC. 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>		

D4	Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	ranking = I
<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 style="text-align: right;">Please refer to the later comments in item B1 above.</p>		

D5	Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?	ranking = I
<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 RFQs. N/A - The question is not applicable to this evaluation.</p> <p style="text-align: right;">Please refer to the comments with respect to temporary restorations in item B1 above. Requests to have this work completed were not met.</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
	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.	

D7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?	ranking = ME
	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.	

D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	<ul style="list-style-type: none"> Look ahead schedules or work plans 	ranking = ME
D8.2	<ul style="list-style-type: none"> Accurate and complete record documents (as-builts) 	ranking = N/A
D8.3	<ul style="list-style-type: none"> Complete operations and maintenance manuals and closeout documents 	ranking = N/A
D8.4	<ul style="list-style-type: none"> Secure and/or closed applicable municipal permits 	ranking = N/A
D8.5	<ul style="list-style-type: none"> Startup testing and commissioning reports 	ranking = ME
D8.6	<ul style="list-style-type: none"> 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.	
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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 = ME
	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.	

E2	Did the contractor participate in resolving project problems and display initiative to implement solutions?	ranking = ME
	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.	

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.

E3	Did the contractor demonstrate accountability for problems for which they where responsible?	ranking = ME
<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 mitlgating them. Always accepts responsibility for their errors with no argument and quick resolution. ME - Consistently cooperates in solving problems (damages, errors, ommissions, defective work) usually accepting responsibility. Few arguments and quick resolution. I - Reluctant to solve problems, frequently avoikng 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>		
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>		
E5	Did the contractor provide competitive change order pricing?	ranking = ME
<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>		
E6	Did the contractor accept responsibility for the full scope and extent of the contract?	ranking = ME
<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>		
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>It is believed that temporary restorations between Jarvis and Sherbourne would have minimized disruptions to the public and City Operations. Refer to comments with respect to temporary restorations in item B1 above.</p>		





②
NOV-9/16.



(A)

Dan Christensen

TEMP. RESTORATIONS

From: Kyle Rollinson <krollinson@sitedevelopment.ca>
Sent: October-25-16 8:35 AM
To: Ernie Summers; Dan Christensen
Cc: Rohit Bansal; Nick Marrone
Subject: Re: Temporay trench restoration between Jarvis and Sherbourne

Good morning

As of yesterday FSSD has a crew onsite for both permanent and temporary restorations.

It will be scheduled in to be completed as per your request.

Thank you
Kyle Rollinson

Sent from my BlackBerry 10 smartphone on the Bell network.
Original Message
From: Kyle Rollinson
Sent: Tuesday, October 25, 2016 7:16 AM
To: Ernie Summers
Cc: Dan Christensen
Subject: Re: Temporay trench restoration between Jarvis and Sherbourne

Please make sure you copy both Rohit and Nick on all correspondence.

Thank you
Kyle Rollinson

Sent from my BlackBerry 10 smartphone on the Bell network.
Original Message
From: Ernie Summers
Sent: Tuesday, October 25, 2016 6:58 AM
To: Kyle Rollinson
Cc: Dan Christensen
Subject: Temporay trench restoration between Jarvis and Sherbourne

As you know the the water main trench between Jarvis and Sherbourne has been temporarily restored, only a few small sections.

I am getting complaints from residents and other service providers about the fence and the condition of the road. You have been requested to effect temporary repairs several times with no results. I must therefore take this as refusal to do so. Thus fettering all risks and liabilities to Four Seasons entirely.

Thanks
Ernie
Ernie Summers
Inspector Municipal Construction,

13

Dan Christensen

TEMP. RESTORATIONS.

From: Dan Christensen
Sent: November-10-16 11:26 AM
To: 'Nick Marrone'
Cc: Ernie Summers; 'Kyle Rollinson'; 'Rohit Bansal'; Mohammad Kashani; Sinead Canavan
Subject: RE: 16ECS-TI-18SP - Temporary Trench Restorations
Attachments: IMG_6225.jpg

Importance: High

Hi Nick,

Further to the below, I just received a complaint from the Councillors office regarding garbage removal issues where you have fence in place, see attached picture. Another push to have the temporary restorations done, fence removed, and roadway opened up as soon as possible. Please advise on schedule.

Thank you,

Dan

From: Dan Christensen
Sent: November-10-16 9:08 AM
To: 'Nick Marrone'
Cc: Ernie Summers; 'Kyle Rollinson'; 'Rohit Bansal'; Mohammad Kashani
Subject: RE: 16ECS-TI-18SP - Temporary Trench Restorations
Importance: High

Hi Nick,

Further to our conversation at the progress meeting on Nov 8, regarding temporary trench restorations. As we are still in the disinfection stage for watermain from Church to Sherbourne, I anticipate it being some time before permanent restorations will be able to be completed. Based direct pressure we are receiving from the public, councillors, and mayor's office, and seeing that these areas are becoming safety concerns, we cannot leave Shuter in this condition for an indefinite period of time.

This email serves as a site instruction to have all trench areas temporarily restored to the surface with HLB per the contract, and roadways opened. Sampling points to be countersunk plated when work is not being completed in them. Please complete this as soon as possible, and advise on schedule.

When we discussed this at the last meeting, you requested additional compensation to complete this, however at this point in time my opinion is that this is a contract requirement. Of course if you are of a difference in opinion, Four Seasons Site Development is entitled to submit a claim for compensation; however a difference in opinion / interpretation cannot delay temporary restorations from being completed as the current condition is becoming a safety concern.

Thank you,

Dan

Dan Christensen

TRAFFIC CONTROL / (C)

From: Ernie Summers
Sent: November-10-16 4:21 PM
To: 'Kyle Rollinson'
Cc: Nick Marrone; Dan Christensen
Subject: Signs, barrels and caution tape

TEMP. RESTORATIONS.

Please be advised that your traffic control is mostly non effective as it has not been maintained.

Caution tape is blowing around. We know people can trip on this stuff.

The trench still needs to be filled at drive ways .

Older people are making issue of having to go around the fence as they still cannot park near by or drop off groceries. It is worse for those with physical disabilities.

Garbage as you have already been advised is a problem.

Please advise what you are going to do about the situation.

This has been a bad situation for too long.

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

④

Dan Christensen

TEMP. RESTORATIONS

From: Ernie Summers
Sent: November-10-16 4:49 PM
To: Nick Marrone; Kyle Rollinson
Cc: Dan Christensen
Subject: Re: Signs, barrels and caution tape

You have omitted the temporary w/m trench restoration and getting rid of the fence problem. As I have requested this restoration on other occasions and I can only take this as refusal. Please note that our contracts have a proviso to eliminate this kind of duress. It is temporary restoration. It is designed to minimize disruption to the public whom we ultimately serve. This is not happening here and is part of the obligation you signed on for.

Thanks

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

From: Nick Marrone
Sent: Thursday, November 10, 2016 4:22 PM
To: Ernie Summers; Kyle Rollinson
Cc: Dan Christensen
Subject: Re: Signs, barrels and caution tape

We will be on site tomorrow morning first thing. To rectify these issues.

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Ernie Summers
Sent: Thursday, November 10, 2016 4:20 PM
To: Kyle Rollinson
Cc: Nick Marrone; Dan Christensen
Subject: Signs, barrels and caution tape

Please be advised that your traffic control is mostly non effective as it has not been maintained. Caution tape is blowing around. We know people can trip on this stuff. The trench still needs to be filled at drive ways .

(E)

Dan Christensen

TEMP. RESTORATIONS

From: Ernie Summers
Sent: November-14-16 3:00 PM
To: Nick Marrone
Cc: Dan Christensen
Subject: Temporary restoration

I was of the belief you were going to fill the w/m trench.
Now I find that is not what you are doing. You are leaving it about 50mm low.
This was not the plan.

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

(F)

TEMP. RESTORATIONS

Dan Christensen

From: Rohit Bansal <rbansal@sitedevelopment.ca>
Sent: November-21-16 5:42 PM
To: Dan Christensen
Cc: Ernie Summers; Kyle Rollinson; Mohammad Kashani; Stephen Adams; Nick Marrone
Subject: RE: 16ECS-TI-18SP - Temporary Trench Restorations

Hi Dan,

The purpose of the fence currently in place is to prevent the pedestrians from walking into the construction zone and hurting themselves. Portions of permanent restorations (concrete road base) are complete. We will review the situation shortly and update on how soon we can have the fence removed. Be assured, there is no intent on having the fence there through the winter.

Thank you,
Rohit Bansal

From: Dan Christensen [mailto:Dan.Christensen@toronto.ca]
Sent: November-21-16 5:37 PM
To: Rohit Bansal ; Nick Marrone
Cc: Ernie Summers ; Kyle Rollinson ; Mohammad Kashani ; Stephen Adams
Subject: Re: 16ECS-TI-18SP - Temporary Trench Restorations
Importance: High

Hi Rohit,

Kindly requesting to have the area of watermain trench from George to Sherbourne temporarily restored as per the below; we are still receiving numerous complaints from residents about the fencing across the frontage of their properties. Based on the time of year, and watermain progress to-date, there is a good chance permanent restorations won't be able to be completed until the Spring, and we can't have the fence left where it is until then.

Thank you,

Dan

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Rohit Bansal
Sent: Thursday, November 10, 2016 5:28 PM
To: Dan Christensen; Nick Marrone
Cc: Ernie Summers; Kyle Rollinson; Mohammad Kashani
Subject: RE: 16ECS-TI-18SP - Temporary Trench Restorations

Hi Dan,

We will have the trench areas restored next week.

Thank you,
Rohit Bansal

(5)

Dan Christensen

TRAFFIC CONTROL

From: Ernie Summers
Sent: November-25-16 8:04 AM
To: Dan Christensen
Subject: Re: Shuter St - Traffic Control Signage & Barrels - Church to Sherbourne

This is not new and already been requested some time ago.
 I think today could have a new plan between Church and Jarvis.

Ernie Summers
 Inspector Municipal Construction,
 Construction Inspection
 Engineering Support Services
 Engineering & Construction Services
 City of Toronto
 18 Dyas Rd. 2nd Floor
 Toronto, Ontario M3B 1V5
 P: 416.436.5491
 F: 416.392.0900
 E: esummers@toronto.ca

From: Dan Christensen
Sent: Friday, November 25, 2016 7:58 AM
To: 'Nick Marrone'; Ernie Summers
Cc: Kyle Rollinson
Subject: RE: Shuter St - Traffic Control Signage & Barrels - Church to Sherbourne

Thanks Nick. One thing I forgot to mention is that it also sounds like there are areas where additional blacking out of existing lane markings, and touch-up of faded temp pavement markings may be useful. Ernie, please check this out and advise Four Seasons.

Dan

From: Nick Marrone [mailto:nmarrone@sitedevelopment.ca]
Sent: November-25-16 7:54 AM
To: Dan Christensen; Kyle Rollinson
Cc: Ernie Summers
Subject: Re: Shuter St - Traffic Control Signage & Barrels - Church to Sherbourne

We will have this rectified.

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Dan Christensen
Sent: Friday, November 25, 2016 7:52 AM
To: Kyle Rollinson
Cc: Ernie Summers; Nick Marrone
Subject: Shuter St - Traffic Control Signage & Barrels - Church to Sherbourne

(H)

Dan Christensen

TRAFFIC CONTROL /
SUBCONTRACTOR MANAGEMENT.

From: Dan Christensen
Sent: November-29-16 11:59 AM
To: 'Nick Marrone'
Cc: Ernie Summers
Subject: Shuter/Jarvis Intersection - Traffic & Excavations

Importance: High

Hi Nick,

Excavations for filler installations in the Shuter/Jarvis intersection cannot be left open obstructing traffic while testing is being completed. Please have these locations backfilled to eliminate lane closures and to maintain traffic while testing is being completed.

Thank you,

Dan

Dan Christensen

From: Ernie Summers
Sent: November-29-16 10:01 AM
To: Dan Christensen
Subject: Jarvis St

Please be advised that Vipe is working on the 150mm connections on Jarvis st. It is there intention to leave the 2 s/b lanes closed.

There is also one lane closed n/b.

I have advised Peter at Vipe that Jarvis St down to 1 lane in each direction is a problem.

This is really a 4 seasons issue.

Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

Dan Christensen

TRAFFIC CONTROL / ①

From: Dan Christensen
Sent: December-01-16 11:22 AM
To: Nick Marrone
Cc: Ernie Summers; Petrit Mata
Subject: RE: Service Request #7981425 - Shuter St and Jarvis St

SUB CONTRACTOR
MANAGEMENT

Hi Nick,

What is happening with this? Also the plates need to be countersunk.

Please advise,

Thanks,

Dan

From: Dan Christensen
Sent: November-30-16 1:22 PM
To: Nick Marrone
Cc: Ernie Summers
Subject: Fw: Service Request #7981425 - Shuter St and Jarvis St

Hi Nick,

Please see noise complaint below regarding the road plates. Please address.

Thank you,

Dan

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Mahan Nassery <Mahan.Nassery@toronto.ca>
Sent: Wednesday, November 30, 2016 12:39 PM
To: Dan Christensen
Cc: Julie Sharma; Jagwinder Dhensa
Subject: Service Request #7981425 - Shuter St and Jarvis St

Good afternoon Dan,

We have received a noise complaint (Service Request #7981425) for the plates located at the intersection of Shuter St and Jarvis St. I was on site today and heard considerable banging when cars were going over the area. Please see attached photos.

These were the notes on the SR:

" additional information:Utility cut plate which is slightly loose. Not a hazard however it's creating a very loud clanking noise when cars pass over it. Customer is livid.

(J)

SITE OFFICE SAFETY

Dan Christensen

From: Dan Christensen
Sent: December-06-16 3:04 PM
To: Nick Marrone
Cc: Marco Paolini; Ernie Summers; Kyle Rollinson
Subject: RE: Shuter St project.

Hi Nick,

As discussed the door latch still needs to be fixed, and the trailer cannot be locked.

Thank you,

Dan

From: Ernie Summers
Sent: November-29-16 3:26 PM
To: Kyle Rollinson; Dan Christensen
Cc: Nick Marrone; Marco Paolini
Subject: Re: Shuter St project.

Please be advised that my requests are only for those items that you are contractually obligated. Exterior doors are to be equipped with a dead bolt locking system with padlock(s) with 3 sets of keys for each lock.

This is part of the general specifications for a field office.

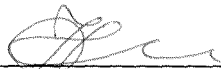
Ernie Summers
Inspector Municipal Construction,
Construction Inspection
Engineering Support Services
Engineering & Construction Services
City of Toronto
18 Dyas Rd. 2nd Floor
Toronto, Ontario M3B 1V5
P: 416.436.5491
F: 416.392.0900
E: esummers@toronto.ca

From: Kyle Rollinson
Sent: Tuesday, November 29, 2016 3:02 PM
To: Ernie Summers; Dan Christensen
Cc: Nick Marrone; Marco Paolini
Subject: Re: Shuter St project.

Good afternoon

In regards to the deadbolt.

This is Exhibit "TT" 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



Michael Pacholok
Director

Purchasing and Materials
Management Division
City Hall, 18th Floor, West Tower
100 Queen Street West
Toronto, Ontario M5H 2N2

Joanne Kehoe
Manager
Construction Services

January 17, 2017

BY EMAIL

Attention: Rohit Bansal
Four Seasons Site Development Ltd.
42 Wentworth Ct, Unit #1
Brampton
Ontario, L6T 5K6

Via email: rbansal@sitedevelopment.ca
mmarrone@sitedevelopment.ca

Dear Mr. Bansal,

**Re: Warning Letter – Contractor Performance Evaluation score below 2.5
City of Toronto ("City") contract no. 16ECS-TI-18SP (the "Contract") with Four Seasons Site
Development Ltd. ("Four Seasons") for Shuter Street - from Yonge Street to Sherbourne Street:
Watermain Replacement and Waterservice Upgrades, Minor Arterial Road Resurfacing and
Watermain Trench Restoration (the "Project")**

The City evaluates contractors on their performance on construction projects using its Contractor Performance Evaluation ("CPE") form. Any score below 2.5 triggers the issuance of a warning letter by the City's Purchasing & Materials Management ("PMMD") Division.

PMMD has been informed that Four Season's performance under the Contract has scored 2.17 on the attached Interim #1 CPE form. This form was provided to Four Seasons on December 20, 2016. No formal written objection was subsequently received. (The performance issues have previously been raised in progress meetings and correspondence.)

This letter is to inform Four Seasons that it may be at risk of suspension from future construction awards. This is the second project in recent months where Four Seasons has failed to meet performance expectations (see also CPE warning letter issued November 21, 2016 for contract no. 16ECS-TI-11SP).

Any future suspension decision would be made by City Council upon recommendation by City staff.

Regards;

Joanne Kehoe
Manager, Construction Services
Purchasing & Materials Management

Encl Interim #1 CPE Form

cc Michael Pacholok, Director PMMD



Contractor Performance Evaluation

version 1.2 - Feb 25-15

Final
 Interim # 1
 DATE: Sept 29/16

CONTRACTOR: Four Seasons Site Development Ltd.
PROJECT NAME: Shuter Street - Yonge Street to Sherbourne Street.

DESCRIPTION: Watermain replacement, Waterservice upgrades and Major Road Resurfacing and Watermain Trench Restora
CONTRACT No.: 16ECS-TI-18SP **START DATE:** Aug 2/2016
CONTRACT VALUE: \$3,261,824 **COMPLETION DATE:** Oct 25/16

Ranking						
For definitions refer to Backup sheets						
U	I	ME	EE	EX	N/A	

A. SAFETY & COMPLIANCE - Laws & Standards sub-score 1.50 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 2.00 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 2.33 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 2.61 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 2.81 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?			✓			

2.17 Total Score (weighted)

	Name (Print or Type)	Signature	Date
Project Manager:	Julie Sharma		Oct 3/2016
Manager:	Stephen Adams		DEC 03 2016
Director: <small>(required for Final only)</small>	Frank Clarizio		Dec 7/16

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)

This is Exhibit "UU" referred to in the Affidavit of ROHIT
BANSAL sworn March²⁹., 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

Daphne Hooper

From: Rohit Bansal [rbansal@sitedevelopment.ca]
Sent: Wednesday, January 18, 2017 2:47 PM
To: Joanne Kehoe
Subject: RE: Four Seasons Site Development Ltd. CPE Warning Letter 16ECS-TI-18SP - Interim #1

Importance: High

Hi Joanne,

Please refer to your e-mail from yesterday regarding the warning letter regarding the interim # 1 evaluation on 16ECS-TI-18SP. This matter was brought up in the site meeting on December 2016 after the Interim# 2 on the project was issued which did not have any concerns supposed to be raised in Interim # 1. This CPE was never presented to Four Seasons or discussed in any project meetings at all which precluded Four Seasons' ability to respond to the evaluation. Also, the process does not inform us of any reasons and logic behind the evaluation. The engineer in-charge of the interim # 1 evaluation is no longer available to explain any reasons. We requested that this evaluation to be declared invalid due to lack of any timely information and concerns. In the meantime, we continue to receive various other performance evaluations that exceed your threshold of 2.5 including on the above mentioned project.

We are requesting an opportunity to meet with you to discuss this issue and reiterate our commitment to continue to meet the City's expectations as outlined in its contracts with us. Please confirm when you are able to meet with us for 15 minutes to discuss this very serious matter.

Regards,
Rohit Bansal

From: Joanne Kehoe [mailto:Joanne.Kehoe@toronto.ca]
Sent: January-17-17 8:22 AM
To: Rohit Bansal <rbansal@sitedevelopment.ca>
Cc: Marc Marrone <mmarrone@sitedevelopment.ca>
Subject: Four Seasons Site Development Ltd. CPE Warning Letter 16ECS-TI-18SP - Interim #1

Dear Mr. Bansal
Please see attached letter pertaining to the abovementioned contract.
Sincerely
Joanne Kehoe

Joanne Kehoe CSCMP
Manager, Construction Services
Purchasing & Materials Management
19th Floor, West Tower
City Hall – 100 Queen Street West
Toronto, ON
M5H 2N2

Phone (416) 392-7323

This is Exhibit "VV" 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



Michael Pacholok, Director

Purchasing & Materials Management Division
City Hall
100 Queen Street West
18th Floor, West Tower
Toronto, ON M5H 2N2

Joanne Kehoe
Manager
Construction Services

February 9, 2017

via email (2 Pages)

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

Re: Temporary Suspension from City of Toronto Procurement Calls
Supplier Performance Assessment: 16 ECS-TI-11SP; 16ECS-TI-18SP

Dear Mr. Bansal:

This letter is to provide notice that the City's Engineering and Construction Services Division has carried out an assessment at the end of the above referenced contracts with Four Seasons Development Inc. ("Four Seasons"). This assessment, as set out in the attached memorandum from the Director of Engineering and Construction Services, was triggered by the following matters for which you have previous notice:

- Poor Interim Performance Rating (2.01) - Contract 16 ECS-TI-11SP (College Street Construction), September 14, 2016
- Termination for Default - Contract 16 ECS-TI-11SP, October 5, 2016
- Poor Interim Performance Rating #1 (2.17) – Contract 16ECS-TI-18SP (Shuter Street Construction), December 20, 2016, with a current average performance rating of 2.47 across two Interim Performance Ratings.

As Chief Purchasing Official, I am authorized to temporarily suspend any Contractor's eligibility to bid on City Contracts for up to six (6) months, for supplier performance matters as set out in the Purchasing Chapter of the Toronto Municipal Code (See: Section 195-13.11 – Supplier Performance and Section 195-13.14 - Suspension of Suppliers from future solicitations: http://www.toronto.ca/legdocs/municode/1184_195.pdf).

Based on the memo enclosed, I am exercising my authority to temporarily suspend Four Seasons from being awarded any contracts from the City for a period of six (6) months from the date of this letter or until this matter has been considered by Council. Any objections to the basis for this temporary suspension should be addressed to my attention in writing.

City staff are also in the process of preparing a Staff Report to City Council that will recommend that Four Seasons be suspended from being awarded contracts with the City of Toronto for a period of 1 to 5 years. The reasons for the suspension, as more particularly set out in the attached assessment, will also be included in the Staff Report. The Staff Report is scheduled to be on the agenda at the April 12th, Public Works and Infrastructure Committee.

Your firm will have an opportunity to present a deputation before Public Works and Infrastructure Committee by registering with the Committee Clerk (see <http://www.toronto.ca/legdocs/tmmis/have-your-say.htm> for more details).

The suspension of Four Seasons will be noted on the City's website initially as a six (6) month suspension, pending the decision by City Council. Four Seasons will not be eligible to be awarded any future City contracts or perform work as a subcontractor on those contracts for the duration of the suspension. The suspension will also apply to any of Four Season's affiliated persons within the meaning of the Purchasing Chapter.

This will not relieve Four Seasons from performing any existing contracts or subcontracts, unless otherwise notified.

Yours truly,



Michael Pacholok, J.D.
Chief Purchasing Official & Director
Purchasing & Materials Management

Encl.

- Memorandum from Director of Engineering and Construction Services

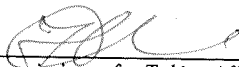
16ECS-TI-11SP – College

- Revised Interim CPE 16ECS-TI-11SP
- Warning Letter - Four Seasons - 16ECS-TI-11SP - Interim #1
- 16ECS-TI-11SP - Termination – 161005

16ECS-TI-18SP - Shuter

- 16ECS-TI-18SP - CPE - Interim #1 - Oct. 3 2016
- 16ECS-TI-18SP - CPE - Interim #2 – Dec 6 2016
- Warning Letter - Four Seasons 16ECS-TI-18SP - Interim#1

This is Exhibit "WW" 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

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

Metro Hall
55 John Street, 16th Floor
Toronto, Ontario M5V 3C6

Tel: 416.392.8412
Fax: 416.392.6279
fclarizi@toronto.ca

To: Michael Pacholok, Director
Purchasing & Materials Management Division

From: Frank Clarizio, Director
Design & Construction Transportation Infrastructure

Date: February 7, 2017

Subject: **Temporary Suspension of Four Seasons Ltd.**

This memorandum is to advise Purchasing & Materials Management Division that Engineering & Construction Services is recommending that Four Seasons Site Development Inc. (Four Seasons) be temporarily declared ineligible to bid on or be awarded City of Toronto construction tender calls. This recommendation is based on demonstrated highly unsatisfactory performance by Four Seasons on two recent Engineering & Construction Services contracts in accordance with the City's Contractor Performance Evaluation Tool. Four Seasons actions on these contracts demonstrated inadequate contract management, unsatisfactory work performance and administration, lack of diligence, total disregard of customer service for the public and risk to public safety with respect to the state of the construction site due to Four Seasons actions as the Constructor on one of these contracts.

Tenders for Contracts 16ECS-TI-11SP and 16ECS-TI-18SP were issued in 2016 following a publicly-advertised competitive bidding process. On both contracts Four Seasons exhibited highly unsatisfactory performance characterized by:

- Violations of the Occupational Health and Safety Act (OHSA) that endangered both worker and public safety;
- Inadequate contract management of their workforce and sub-contractors resulting in significant delays in mobilization; after contract award and during construction and additional delays to the overall contract schedule;
- Unsatisfactory work performance due to lack of construction work progress being achieved at the sites;
- Insufficient labour resources being employed by Four Seasons, resulting in significant delays to the overall contract schedule;
- Poor administration and lack of diligence characterized by Four Seasons lack of timely responsiveness to requests for information and schedules;
- Little to no effort to minimize disruptions to the public or City operations;
- The substantial additional effort required on the part of City staff to manage the contract 16ECS-TI-11SP; and,
- Failure to correct defaults with respect to maintaining open access to business and residences and the lack of construction activity during the required hours of operations on the contract 16ECS-TI-11S lead to the termination of the contract by the City (after consultation with Legal Services).

Based on the above poor performance characteristics, Engineering & Construction Services is recommending an immediate temporary suspension of Four Seasons from bidding or being awarded future City tender calls.

Further, based on this information, the Executive Director, Engineering and Construction Services is recommending that the staff report to City Council on a longer suspension and we will work with Purchasing and Materials Management to put forward such a report



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

FC/id

c: Michael D'Andrea, Executive Director, Engineering & Construction Services
Mohammad Kashani, Acting Manager, Streetcar Way & Special Projects
Sarmad Al-Douri, Senior Engineer

This is Exhibit "XX" 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



REPORT FOR ACTION

Temporary Suspension of Four Seasons Site Development Inc.

Date: March 20, 2017

To: Government Management Committee

From: Executive Director, Engineering and Construction Services
Director, Purchasing and Materials Management

Wards: All

SUMMARY

This report recommends that City Council declare Four Seasons Site Development Inc. ("Four Seasons") ineligible to bid on or be awarded any City of Toronto tenders for a period of three (3) years.

This recommendation is based on demonstrated unsatisfactory performance by Four Seasons on Contract 16ECS-TI-11SP, Tender 144-2016, Sidewalk Construction and Streetscape Improvements on College Street (which was terminated prior to completion due to unsatisfactory performance) and on Contract 16ECS-TI-18SP, Tender 165-2016, Watermain Replacement and Water Service Upgrades, Minor Arterial Road Resurfacing and Watermain Trench Restoration. The findings of unsatisfactory performance were based on evaluations conducted by City staff in accordance with the City's Contractor Performance Evaluation Tool. Four Seasons' actions on these contracts demonstrated inadequate contract management, unsatisfactory work performance and administration, lack of responsiveness, little effort to minimize disruptions to the public or City operations, and on one of the contracts, a risk to public safety.

Based on the unsatisfactory performance on Contracts 16ECS-TI-11SP and 16ECS-TI-18SP, the Director of Purchasing and Materials Management Division, under the authority delegated by section 195-13.14 of Chapter 195, Purchasing, of the Toronto Municipal Code, suspended Four Seasons from bidding on or being awarded any tenders for a period of six (6) months starting February 9th, 2017, pending Council consideration of this report. City Council approval is required in order to suspend a contractor from contract awards for unsatisfactory performance for a period beyond six (6) months.

RECOMMENDATIONS

The Executive Director, Engineering and Construction Services, and the Director, Purchasing and Materials Management Division, recommend that:

1. City Council declare Four Seasons Site Development Inc. ("Four Seasons") ineligible to bid on or be awarded any City of Toronto tender calls as a General Contractor or Sub-Contractor, from the date Council approves these recommendations until February 8, 2020, for a total period of three (3) years when combined with the temporary suspension that has already been imposed through the delegated authority of the Director, Purchasing and Materials Management Division.
2. City Council declare that any affiliated person of Four Seasons Site Development Inc., as defined in Chapter 195, to be ineligible to bid on or be awarded City of Toronto tender calls for the same period as set out in recommendation 1 as a General Contractor or Sub-Contractor.

FINANCIAL IMPACT

There is no financial impact from these recommendations.

The Deputy City Manager and Chief Financial Officer has reviewed this report and agrees with the financial impact information.

DECISION HISTORY

At its meeting held on September 25, 26 and 27, 2006, City Council adopted Administration Committee Report 6 Clause 11, titled "Contractors, Consultants and Supplier Performance Evaluations", which outlined various recommendations with respect to the City's approach to vendor performance evaluation. The Council decision document can be found at:

<http://www.toronto.ca/legdocs/2006/agendas/council/cc060925/adm6rpt/cl011.pdf>

At its meeting held on November 13, 14, 15, and 18, 2013, City Council adopted Item PW26.4, titled "Contractor Performance Evaluation Procedure" which outlined information regarding the implementation of the Contractor Performance Evaluation ("CPE") Procedure on all City construction projects. The Council decision document can be found at:

<http://app.toronto.ca/tmmis/viewPublishedReport.do?function=getCouncilMinutesReport&meetingId=6813>

At its meeting of June 8, 2016, Bid Committee awarded Tender Call No. 144-2016, Contract 16ECS-TI-11SP, 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, as the lowest bidder meeting the specifications and in accordance with the Contract Details. The Bid Committee decision can be found at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2016.BD86.5>

At its meeting of July 6, 2016, Bid Committee awarded Tender Call No. 165-2016, Contract 16ECS-TI-18SP, to Four Seasons Site Development Ltd. for Shuter Street - from Yonge Street to Sherbourne Street: Watermain Replacement and Water Service Upgrades, Minor Arterial Road Resurfacing and Watermain Trench Restoration, as the lowest bidder meeting the specifications and in accordance with the Contract Details. The Bid Committee decision can be found at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2016.BD86.5>

At its meeting held on July 12, 13, 14, and 15, 2016, City Council adopted Item GM13.13, titled "Amendments to the Purchasing By-law and Procurement Processes Policy" which amongst other things established a Supplier Code of Conduct and provided authority to the Chief Purchasing Official to temporarily suspend a supplier for up to 6 months for a violation of the Supplier Code of Conduct, which includes the requirement for Suppliers to maintain a satisfactory performance rating on City contracts. The Council decision can be found at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2016.GM13.13>

COMMENTS

Background

Four Seasons Site Development Inc. (Four Seasons) has exhibited unsatisfactory performance on two (2) recent Engineering and Construction Services contracts – 16ECS-TI-11SP and 16ECS-TI-18SP – that were issued in support of the City's Economic Development and Culture Business Improvement Area Office initiative and the State of Good Repair capital program, respectively. Both tenders were issued in 2016 following publicly-advertised competitive bidding processes, and both tenders made reference to, and the Contracts themselves included, the Contractor Performance Evaluation Procedure in the conditions of the contract as a method for monitoring and evaluating performance.

Unsatisfactory Performance on the Contracts

On both contracts, Four Seasons exhibited unsatisfactory performance characterized by:

- Violations of the Occupational Health and Safety Act (OHSA) that endangered public safety;
- Poor worker and subcontractor management, which significantly delayed setting up the work zone after contract award, and resulted in significant delays to the start of active construction on each contract;

- Unsatisfactory construction work progress being achieved at the work sites due to insufficient labour resources being employed at each work site, resulting in significant delays to the overall contract schedules;
- Poor administration and lack of diligence resulting from lack of timely responsiveness to requests for information and updates to the schedules;
- Failure to minimize disruptions to the public and to City operations;
- Failure to comply with contract terms and conditions requiring extended construction work hours; and,
- Failure to correct defaults with respect to maintaining open access to businesses and residences and the lack of construction activity during the required hours of operations on contract 16ECS-TI-11SP, which led to the termination of the contract by the City (after consultation with Legal Services).

Due to Four Seasons' unsatisfactory performance, substantial additional effort was required on the part of City staff to manage the contracts.

The following are summaries of Four Seasons' performance history on each of the two (2) contracts, presented according to the categories in the City's Contractor Performance Evaluation tool.

Contract 16ECS-TI-11SP - College Street

This contract was part of an Economic Development and Culture Business Improvement Area Office initiative to enhance the streetscaping on the north and south sides of College Street from Shaw Street to Havelock Street. Attachment 1 contains a map showing the limits of the work site. The scope of work for this contract included the reconstruction of sidewalks, streetscape improvements, and the construction of special tree pits and parkettes. The streetscaping components of the project involved specialized and decorative work, and required careful coordination of subcontractors and suppliers to ensure the completed project conformed to contract specifications and City and BIA expectations. The value of the contract was \$3,453,499.00 net of all taxes and charges. Construction started on June 27, 2016 and the contract schedule allowed 60 calendar days for completion of the works, premised on using extended hours stipulated in the contract to be from 7 a.m. to 11 p.m. Monday to Friday and on weekends as required. The contract was to be completed by October 21, 2016.

A - Safety and Compliance – Laws and Standards

Compliance with Occupational Health and Safety (OHSA)

On August 5, 2016, Four Seasons was issued a non-compliance order by the Ontario Ministry of Labour (MOL) for violating OHSA safety requirements for separation of the work zone from pedestrian traffic as shown in Attachments 2 and 3. After the Order was issued, Four Seasons restricted pedestrian access to properties abutting the project site.

The City wrote to Four Seasons on August 18, 2016, reminding Four Seasons that the terms and conditions of the contract required Four Seasons to provide safe pedestrian and vehicular access to all the properties adjoining the work area at all times during construction. Four Seasons failed to satisfactorily manage the pedestrian traffic to and

from the businesses as per the contract requirements, as is illustrated in Attachment 4. This negatively affected pedestrian safety and resulted in several complaints from the public and business owners, with respect to the limited or restricted access to their premises and the disrespectful behavior exhibited by Four Seasons' workers towards the public.

City staff received numerous complaints from the public about the inappropriate behavior of Four Seasons' workers, and Four Seasons received two written warnings regarding the workers' poor behavior and interaction with the public.

B - Quality – Compliance with Contract Standards and Specifications

Despite verbal and written instructions given by City staff to Four Seasons on several occasions, Four Seasons failed to make use of the extended work hours (i.e., 7 a.m. to 11 p.m. Monday to Friday and on weekends as required) for their construction activities, as stipulated in the contract. The extended hours were included in the contract in order to expedite completion of the work, which would in turn minimize disruption to the public and local businesses.

With respect to materials and installation, some of the tree pit covers were improperly manufactured and did not fit within the tree pit structure, pavers were of poor quality, and installation of sidewalk pavers was poorly done, resulting in numerous deficiencies (e.g., Attachment 5).

C - Organization – Work Plan and Management

Inadequate Staff and Resources

Four Seasons did not have enough personnel on site during construction, and failed to make use of the extended work hour provisions that were specified in the contract, which resulted in delays to the schedule. Concerns about insufficient on-site personnel and slow progress of the work were brought to Four Seasons' attention at construction site meetings held on July 19, July 26, and August 2, 2016, and in several other subsequent site meetings.

Poor Response to Information Requests

Four Seasons was late in submitting updated construction schedules and updated traffic control plans, and failed to submit the quality control plan for the construction of the infrastructure and materials as per the requirements of the contract. Due to Four Seasons' lack of responsiveness and consistently late submissions, City staff were required to spend significantly more time and resources than typically needed for a project of this scale and scope to obtain the required responses and actions from Four Seasons on these various contractual items.

Inadequate Management of Sub-contractors' Work

Four Seasons did not effectively manage the work of subcontractors. The work that Four Seasons sub-contracted, which contributed to delays, included the supply and installation of the unit pavers.

D - Execution – Work Performance

Four Seasons failed to satisfy their contractual obligations and failed to complete the project within the time specified in the contract. Furthermore, they did not meet any of the project schedule milestones. For example, the work on the north and south sidewalks of College Street was supposed to be completed by the end of August 2016. However, as of October 5, 2016 (the date of termination of the contract), the north side was only partially complete and no work had commenced on the south side.

E - Administration – Contractor Performance and Diligence

Inadequate Communication, Cooperation and Collaboration

Four Seasons did not communicate project status updates as required by the terms of the contract. The lack of communication, compounded by poor coordination and the extensive delays to the project schedule, resulted in considerable frustration for local residents and businesses, and for City staff who were required to spend significant additional time and resources to obtain responses and action from Four Seasons.

Four Seasons was continually uncooperative toward the area businesses and residents affected by the work. Obstacles and physical barriers were put in place impeding residential and business access, as illustrated in Attachment 4. The City sent numerous written notices to Four Seasons stating that, as per the contract requirements, Four Seasons was required to ensure residents and businesses had access to their properties. Even though the City requested immediate action from Four Seasons to rectify these issues, Four Seasons did not respond nor take any immediate action to do so. Furthermore, Four Seasons refused to collaborate with local businesses to minimize the impact of construction, which included refusal to assist with the installation of "business is open during construction" signs.

On September 28, 2016, Four Seasons was declared in default of contract and was issued a written Notice of Default by the City based on:

- Failure to open and maintain safe access to all properties adjoining the work zone as required by the terms of contract; and,
- Failure to meet the extended work hour requirements specified in the contract resulting in significant delays with no approved updated schedule defined for the remainder of the contract.

In accordance with the terms of the Contract, Four Seasons was given five (5) working days to correct the failures, but did not do so.

On October 5, 2016, the City terminated Contract 16ECS-TI-11SP with Four Seasons. Four Seasons' unsatisfactory performance on the contract and failure to correct the defaults noted in the Notice of Default dated September 28, 2016, provided the basis for termination of the contract.

Contract 16ECS-TI-18SP - Shuter Street

The scope of work for this contract included watermain replacement, permanent road resurfacing on Shuter Street from Yonge Street to Church Street and new painted bike lanes on Shuter Street from Yonge Street to Sherbourne Street. Attachment 6 contains

a map showing the limits of the work zone. The value of the contract was \$2,886,570.00 net of all applicable taxes and charges. The original contract schedule allowed 80 calendar days for completion of the works.

A - Safety and Compliance – Laws and Standards

Site Office

Construction commenced on August 8, 2016, however Four Seasons did not establish a site office in accordance with Occupational Health and Safety Act (OHSA) requirements. Such requirements were identified and discussed at the pre-construction meeting on July 21, 2016.

An audit of the site office set-up was conducted on August 17, 2016; with the following items noted as outstanding: safety board, access/egress steps; Form 1000's for General Contractor and Sub Contractor (see Note 1) and, hospital plan. On August 21, 2016, the site office was damaged beyond repair after being struck by a vehicle during non-working hours. A replacement trailer was provided on August 31, 2016; however, there were again delays with respect to bringing the site office into OHSA compliance.

Site Office Generator

A site office generator was required to provide electrical power. Due to the fact that the site office was located in a residential area, a whisper generator was requested, and this was agreed by Four Seasons at the pre-construction meeting. However, the generator initially provided by Four Seasons was not a whisper generator and was not in compliance with the City's request. The City made several subsequent requests before a whisper generator was finally provided. In addition to having the proper generator on-site, refuelling was only done on an as required basis, and there were periods of time during construction when the site office was without power.

Road Plates

During construction of the watermain, temporary plates were not installed over the open trenches in roadway areas, in contravention of the contract requirements.

Traffic Control

Traffic control was not maintained on a regular basis which created unsafe conditions for pedestrians and other road users. Four Seasons did not actively maintain site traffic control, and would wait until issues were pointed out by City staff before taking action.

Note 1: Form 1000 is an administrative requirement under the OHSA, specifically under Section 5 of the Regulation for Construction Projects (O. Reg. 213/91). Before beginning work at a project, every constructor and employer engaged in construction has to complete the Form 1000 registration form. This form does not have to be submitted to the Ministry of Labour, but it must be at the project site while the constructor is working there.

B - Quality – Compliance with Contract Standards and Specifications

Approval Documents

Four Seasons was consistently late in seeking approvals for documentation, such as traffic control plans and watermain disinfection proposals, putting Four Seasons out of compliance with the Contract standards and specifications. Furthermore, the City's requests for revisions to such documents were not completed by Four Seasons within acceptable timeframes.

C - Organization – Work Plan and Management

Schedule and Updates

Four Seasons did not provide schedule updates in a timely fashion. This project was located in a high traffic area, and during certain stages of the construction, neighbouring businesses and facilities were required to make temporary changes to their regular operations. Such changes included re-routing of ambulances to St. Michael's Hospital, additional coordination for deliveries to Massey Hall, and changes to the ingress / egress to the Eaton Centre parking garage on Yonge Street. Updates to area residents and businesses concerning schedule changes were crucial to their operations, and such updates were not provided by Four Seasons with sufficient time for those affected to make alternative arrangements.

Communication

Four Seasons did not maintain a consistent point of contact during construction. The original plan for correspondence, as agreed by Four Seasons and the City at the pre-construction meeting, was not followed, and this created challenges with respect to tracking of correspondence, and ensuring action items were being addressed. The point of contact continually changed during construction, and at times there was uncertainty about who from Four Seasons was managing the project.

Site Supervision

Four Seasons did not provide continuous site supervision while its watermain subcontractor worked on-site. This resulted in delays with respect to rectifying issues such as improper plating on roadways, maintenance of traffic control, and general house-keeping. As noted above, Four Seasons did not actively maintain the site, and it was Four Seasons' practice to avoid taking action to resolve site issues until they were pointed out, by the city inspector or by the public. On several occasions, these issues were raised several times before Four Seasons responded.

D - Execution – Work Performance

As noted in the sections above, Four Seasons did not provide timely updates to schedule changes, and did not provide adequate site supervision which resulted in confusion and frustration to City, residents and business. City staff were required to spend a significant amount of time and resources to obtain the required responses and action from Four Seasons.

E - Administration – Contractor Performance and Diligence

Four Seasons did not provide adequate communication with respect to the updates required on site matters.

Current Situation

Four Seasons' unsatisfactory performance on two (2) recent Engineering and Construction Services construction contracts put the health and safety of the public at risk, as documented by the MOL safety order and by City staff.

Four Seasons demonstrated poor contract management and work performance as evidenced by the lack of continuous progress at work sites, insufficient work force, failure to effectively co-ordinate and manage the work of subcontractors, and lack of responsiveness to numerous contractual matters. These issues resulted in continual delays on the projects and ultimately led to the termination of Contract 16ECS-TI-11SP (College Street).

Four Seasons' unsatisfactory performance on Contracts 16ECS-TI-11SP and 16ECS-TI-18SP was documented and discussed with Four Seasons during the course of the contracts. Two (2) separate interim Contractor Performance Evaluations were completed: on September 14, 2016, and on September 29, 2016, respectively. In both cases Four Seasons was given five (5) business days to submit a written objection to the scores.

Four Seasons received a score of 2.01 on Interim CPE Report #1 for Contract 16ECS-TI-11SP (College Street). For Contract 16ECS-TI-18SP (Shuter Street), on Interim CPE #1, Four Seasons received a score of 2.17. It should be noted that Interim CPE #1 was not provided to Four Seasons until December 20, 2016, however the contractor was well aware of all the reported issues. Interim CPE Report #2 for Contract 16ECS-TI-18SP (Shuter Street) with a score of 2.77, was provided to Four Seasons on December 19, 2016.

The Contractor Performance Evaluation Procedure specifies that a suspension recommendation report may be initiated for Council approval when there are at least two (2) interim evaluation scores of less than 2.50 in the past five (5) years. Regardless of the CPE scores, the termination of Contract 16ECS-TI-11SP alone represents a significant performance issue on the part of Four Seasons and warrants suspension as a result.

Four Seasons responded to CPE #1 for Contract 16ECS-TI-18SP (Shuter Street), requesting that because the CPE was provided after CPE #2, it should be removed from the record. Based on the background documentation, the City acknowledged receipt of the request from Four Seasons, but responded that the CPE would not be removed from the record because Four Seasons knew or ought to have known about the City's dissatisfaction with its performance on that Contract.

For Contract 16ECS-TI-18SP (Shuter Street), it should be noted that due to delays related to the poor water quality testing, Four Seasons was not able to undertake the permanent road restoration before the onset of inclement winter weather. As a result, Four Seasons is scheduled to perform the final permanent road restoration work on Shuter Street in the spring of 2017.

Pursuant to the Contractor Performance Evaluation Procedure, following review of the interim Contractor Performance Evaluations and after consultation with Legal Services, warning letters were issued to Four Seasons by Purchasing and Materials Management Division on November 21, 2016, and on January 17, 2017, respectively. The letter issued on January 17, 2017, warned Four Seasons that their failure to meet expectations on the two (2) Contracts could lead to suspension following a decision by Council.

On February 9, 2017, the Director of Purchasing and Materials Management Division issued a letter to Four Seasons advising the company that it was suspended from being awarded any City of Toronto contracts for a period of six (6) months based on the documentation of unsatisfactory performance as described in this report. The letter explained to Four Seasons that the six (6) month suspension would form part of the suspension that would be recommended by staff in this report, and that Four Seasons would have an opportunity to depute at Government Management Committee.

Other City Contracts

In addition to the contracts described in this report, Four Seasons currently has five (5) other contracts that are currently being completed and are expected to be completed regardless of the current suspension. The five (5) contracts are:

Contract	Description	CPE Score
15ECS-TI-103LR, Tender 119-2015	Road Resurfacing on Lawrence Ave.W; Watermain Replacement and Road Resurfacing on Westbank Cr., Scarlett Rd. and Riverlea Dr	Interim CPE #1: 2.8
16EY-118TR, Tender 39-2016	Mill and Pave Arterial, Collector and Local Roads Wards 1, 2, 3, 4, 5, 6, 7, 11, 12, 13 & 17 Etobicoke York	Interim CPE #1: 2.93
16ECS-LU-15SU, Tender 184-2016	Watermain Replacement on Cherokee Boulevard, Cornerbrook Drive, Greengrove Crescent, Laird Drive, Monarchwood Crescent, Nordic Place, Pinto Drive and Roanoke Road	Interim CPE #1: 3.12

Contract	Description	CPE Score
16ECS-LU-04SU, Tender 233-2016	Watermain Construction on Finch Avenue West and Watermain and Sidewalk Construction on Castlefield Avenue	Interim CPE #1: 2.9
RFQ 3905-16-5040	Asphalt and Concrete Paving Services at various Parks, Forestry & Recreation locations	N/A

Based on the documented unsatisfactory performance by Four Seasons on the two (2) recent contracts, namely 16ECS-TI-11SP and 16ECS-TI-18SP under the City's Capital Works Program and summarized in this report, Engineering and Construction Services and Purchasing and Materials Management Division, in consultation with Legal Services, are recommending Four Seasons be suspended from award of any City of Toronto contracts for a total period of three (3) years beginning February 9, 2017 and ending on February 9, 2020.

By adopting the recommendations in this report, City Council will clearly communicate to Four Seasons and the wider construction industry that unsatisfactory performance and poor customer service will not be tolerated on City of Toronto contracts.

CONTACT

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SIGNATURE

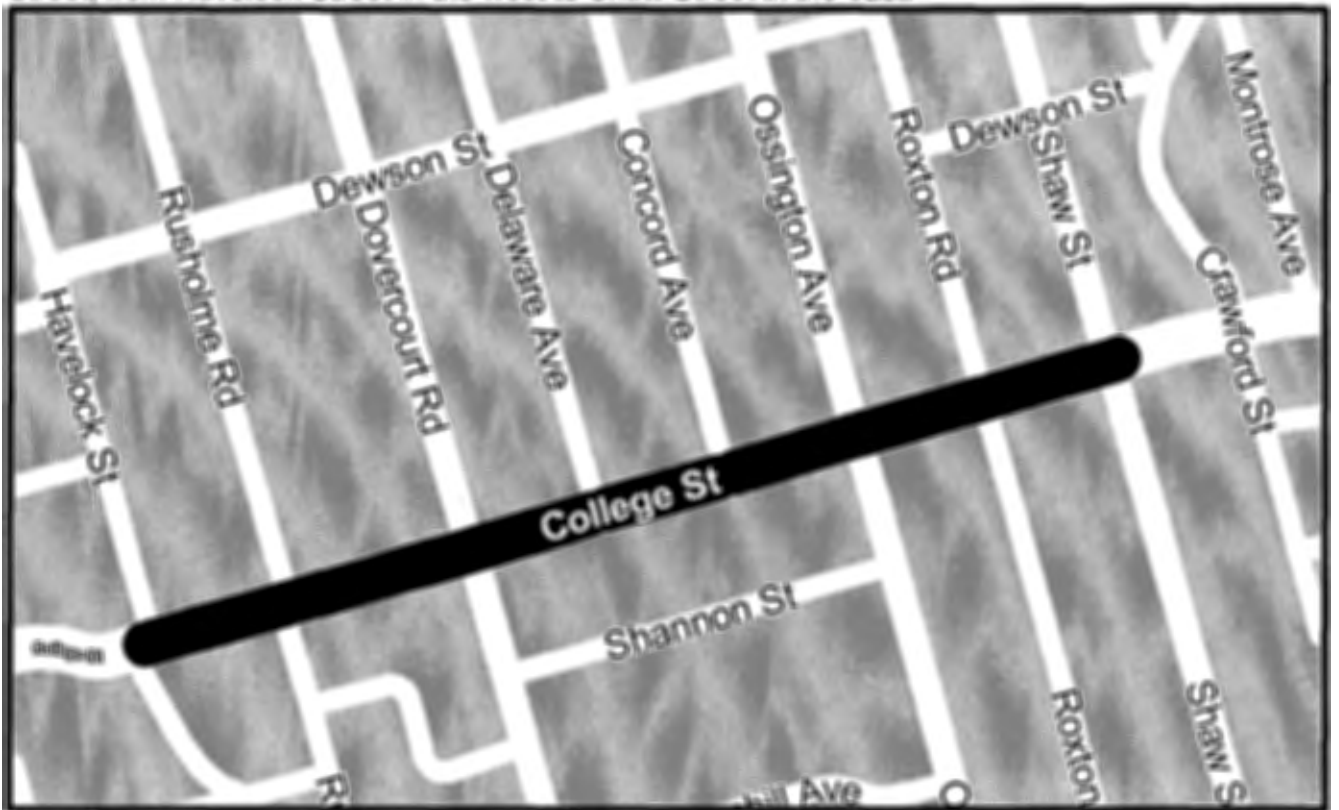
Michael D'Andrea, M.E.Sc., P.Eng., Executive Director, Engineering and Construction Services

Michael Pacholok, JD, Director, Purchasing and Materials Management

ATTACHMENTS

1. Limits for Contract 16ECS-TI-11SP
2. Photo of Health and Safety Issues
3. Photo of Health and Safety Issues
4. Photos of Access Restrictions
5. Photo of Deficiencies
6. Photo of Deficiencies
7. Photo of Deficiencies
8. Limits for Contract 16ECS-TI-18-SP

Attachment 1 - Limits for Contract 16ECS-TI-11SP, showing the work zone on College Street, from Havelock Street in the west to Shaw Street in the east.



Attachment 2 - Photo showing a pedestrian entering the work zone on the College Street project (Contract 16ECS-TI-11SP) without proper protection in violation of the Occupational Health and Safety Act and demonstrating Four Seasons' disregard for public safety.



Attachment 3 - Photo showing pedestrians walking without adequate protection within the work zone for the College Street project (Contract 16ECS-TI-11SP), demonstrating Four Seasons' disregard for public safety.



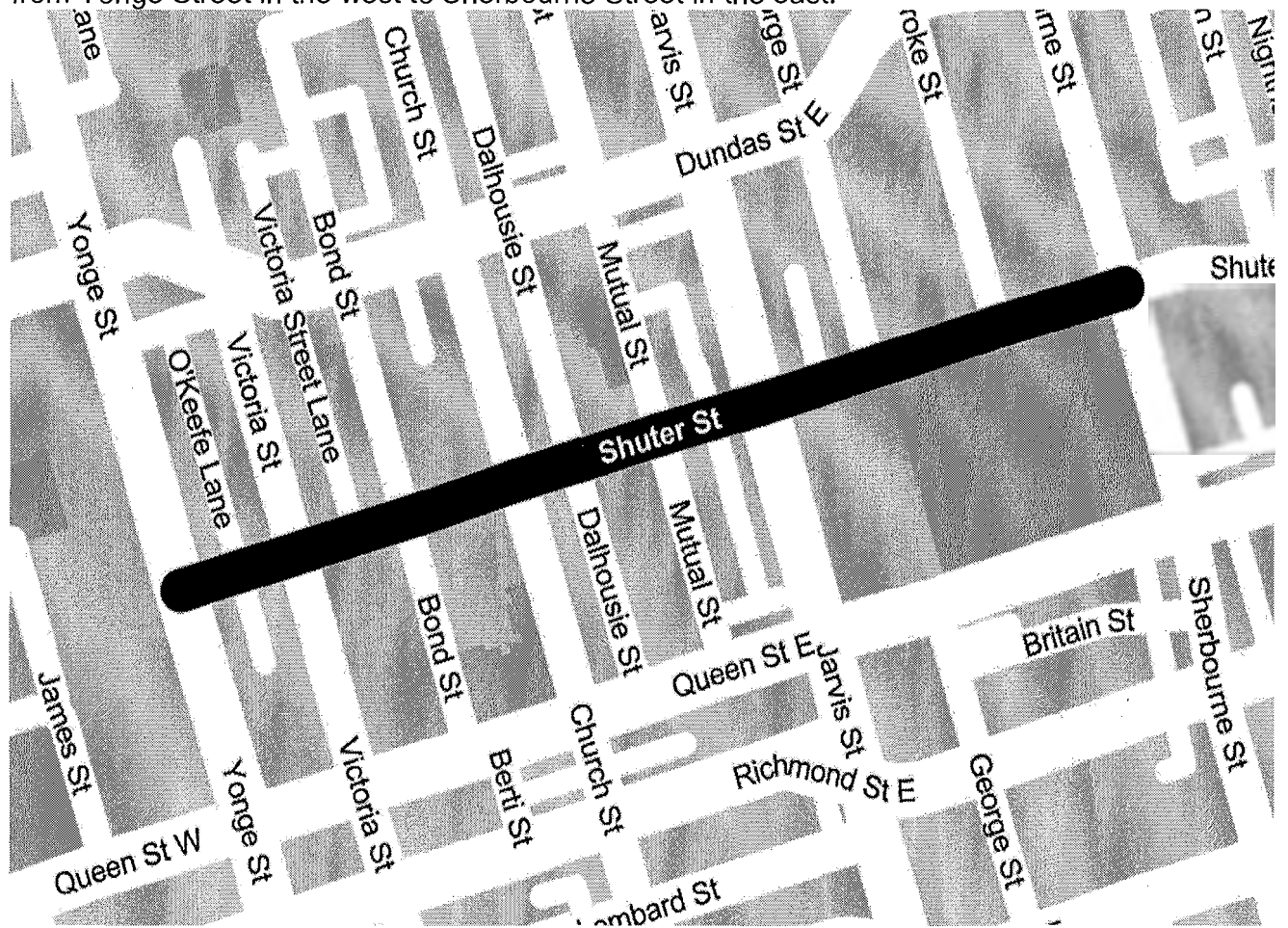
Attachment 4 - Two photos showing how Four Seasons restricted access to business and resident premises by installing six foot high metal fencing along the perimeter of the work zone on the College Street project (Contract 16ECS-TI-11SP), right in front of business and residential doorways, effectively blocking individuals from leaving the business or residential property.



Attachment 5 - Photo showing the placement of paving stone material at the incorrect elevation within the sidewalk area on the College Street project (Contract 16ECS-TI-11SP).



Attachment 6 - Map showing limits for Contract 16ECS-TI-18SP along Shuter Street from Yonge Street in the west to Sherbourne Street in the east.



FOUR SEASONS SITE DEVELOPMENT LTD.
Applicant

-and-

CITY OF TORONTO
Respondent

Court File No. 151/17

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

PROCEEDING COMMENCED AT
TORONTO

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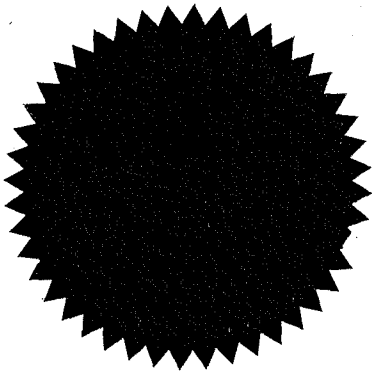
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Lawyers for the Applicant,
Four Seasons Site Development Ltd.

TAB 2



Court File No. 151/17

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

BETWEEN:

(Court Seal)

FOUR SEASONS SITE DEVELOPMENT LTD.

Applicant

and

CITY OF TORONTO

Respondent

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

**NOTICE OF APPLICATION TO DIVISIONAL COURT
FOR JUDICIAL REVIEW**

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION for judicial review will come on for a hearing before the Divisional Court on a date to be fixed by the registrar at the place of hearing requested by the Applicant. The Applicant requests that this application be heard at Osgoode Hall, 130 Queen Street West, Toronto, Ontario, M5H 2N5.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the office of the Divisional Court, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the office of the Divisional Court within thirty days after service on you of the Applicant's application record, or at least four days before the hearing, whichever is earlier.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN TO IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date March 28, 2017 Issued by Jasmine Jauhal
Registrar

Address of
court office: Osgoode Hall, 130 Queen Street West
Toronto, Ontario
M5H 2N5

TO: **CITY OF TORONTO**
Legal Services
Metro Hall
55 John St, 26th fl
Toronto, ON M5V 3C6

AND TO: **ATTORNEY GENERAL OF ONTARIO**
(as required by subsection 9(4) of the Judicial Review Procedure Act)
Crown Law Office - Civil
720 Bay St, 8th fl
Toronto, ON M7A 2S9

APPLICATION

1. The Applicant, Four Seasons Site Development Inc., makes application for:
 - (a) An order in the nature of *certiorari* quashing the City of Toronto's temporary suspension of Four Seasons Site Development Inc. ("Four Seasons") from bidding or being awarded City of Toronto construction tender calls for six months as contained within the City's letter dated February 9, 2017 (the "Suspension Notice");
 - (b) An order in the nature of *certiorari* quashing the City of Toronto's Notice of Termination of dated October 5, 2016 (the "Notice of Termination") in respect of Contract No. 16ECS-TI-11SP;
 - (c) An order declaring that the Suspension Notice and the Notice of Termination issued in the exercise of statutory powers of decision are unauthorized and otherwise invalid and consequently, an order setting aside the Suspension Notice and the Notice of Termination;
 - (d) A declaration that, to the extent that General Condition 7.07 of City of Toronto Contract No. 16ECS-TI-11SP conflicts with an Order issued by the Ministry of Labour pursuant to s. 65 of *Construction Projects*, O. Reg. 213/91, General Condition 7.07 of Contract No. 16ECS-TI-11SP is unenforceable;
 - (e) An interim injunction preventing the Chief Purchasing Official of the City of Toronto from temporarily suspending Four Seasons' eligibility to bid and be awarded City of Toronto construction tender calls for six months;

- (f) A interim injunction preventing City Council of the City of Toronto from suspending Four Seasons eligibility to bid and be awarded City of Toronto construction tender calls;
- (g) the costs of this proceeding, plus all applicable taxes; and,
- (h) Such further and other relief as to this Honourable Court may seem just.

2. The grounds for the application are:

- (a) The Applicant, Four Seasons, is a construction company that bids on and is awarded construction tenders from the City of Toronto (the “City”).
- (b) Four Seasons was the contractor of two City construction contracts:
 - (i) 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, commencing June 27, 2016 (the “College Contract”);
 - (ii) Contract No. 16ECS-TI-18SP for watermain replacement and waterservice upgrades, minor arterial road resurfacing and watermain trench restoration on Shuter Street between Yonge Street and Sherbourne Street, commencing August 8, 2016 (the “Shuter Contract”).

The College Contract

- (c) On September 14, 2016, the City concocted poor performance evaluation scores in relation to Four Seasons' performance of the College Contract.
- (d) On October 5, 2016, the City issued a Termination Notice in relation to the College Contract (the "Termination Notice").
- (e) On November 21, 2016, the City issued a notice warning Four Seasons of the risk of suspension from participating in City contracts as a result of the poor performance evaluation results on the College Contract.

The Shuter Contract

- (f) On September 29, 2016, the City concocted poor performance evaluation scores in relation to Four Seasons' performance of the Shuter Contract (the "First Shuter CPE").
- (g) The First Shuter CPE was not provided to Four Seasons until December 20, 2016, after the College Contract had been terminated.
- (h) The City failed to acknowledge Four Seasons' response to the First Shuter CPE.
- (i) On January 17, 2017, the City issued a notice warning Four Seasons of the risk of suspension from participating in City contracts as a result of the poor performance evaluation results on the Shuter Contract.

The Suspension Notice

- (j) On February 9, 2017, the City improperly suspended Four Seasons from bidding or being awarded City construction contracts for six months, effective immediately (the "Suspension Notice").
- (k) The College Contract was performed in all material respects in accordance with the terms of the contract notwithstanding any alleged breaches. To the extent that Four Seasons acted in breach of the College Contract, such breaches were *de minimus* or caused by unforeseen circumstances beyond Four Seasons' control and did not give rise to a right on behalf of the City to terminate the College Contract or provide sufficient grounds for the City to suspend Four Seasons' eligibility to participate in City construction contracts.
- (l) To the extent that any delay in the completion of project milestones on the College Contract were caused by unforeseen environmental or hazardous waste issues, such delays were permissible within the scope of the College Contract and were within the exclusive control of the City, the Ministry of the Environment, or the Ministry of Labour.
- (m) The Shuter Contract was performed in all material respects in accordance with the terms of the contract notwithstanding any alleged breaches. To the extent that Four Seasons acted in breach of the Shuter Contract, such breaches were *de minimus* or caused by circumstances beyond Four Seasons' control and did not provide sufficient grounds for the City to suspend Four Seasons' eligibility to participate in City construction contracts.

- (n) The City breached the College Contract and the Shuter Contract by acting in bad faith.
- (o) The City has unfairly targeted enforcement towards Four Seasons to the exclusion of other contractors carrying out City construction contracts to the benefit of those other contractors.
- (p) The City acted in bad faith in issuing the Termination Notice and the Suspension Notice by, amongst other things, concocting poor performance appraisals of Four Seasons in an attempt to deflect negative attention from the City's mismanagement of the College Contract and Shuter Contract.
- (q) The City acted arbitrarily in issuing the Termination Notice and the Suspension Notice.
- (r) The decisions to issue the Termination Notice and the Suspension Notice were abusive, made for an improper purpose, were made based on the consideration of irrelevant grounds, failed to consider relevant grounds, and were patently unreasonable.
- (s) The City failed to consider all relevant factors, especially the highly relevant factor that the quality of the construction completed in accordance with each of the Contracts was never in dispute.
- (t) No hearing or proceeding was held before or after the Suspension Notice was issued to inquire into the substance of the allegations made therein.

- (u) Moreover, the decisions were not justified, transparent or intelligible in light of the above.
- (v) The City made an error of fact by issuing the Termination Notice and the Suspension Notice. The City made an error of law by issuing the Termination Notice and the Suspension Notice.
- (w) Four Seasons was thus denied procedural fairness and natural justice in connection with responding to the Termination Notice and the Suspension Notice.
- (x) There is no appeal route specified in Chapter 195 of the *City of Toronto Municipal Code*, but there is correspondingly no privative clause preventing the herein application for judicial review. In fact, the by-law specifically prevents the City from suspending a person's ability to bid on City contracts by virtue of making an application for judicial review.
- (y) There is a serious issue to be tried as to whether the City terminated the College Contract and suspended Four Seasons from bidding on further City construction contracts in bad faith.
- (z) Four Seasons will suffer irreparable harm if the Chief Purchasing Official is permitted to suspend Four Seasons from bidding on or being awarded City construction contracts for six months. Four Seasons will effectively be prevented from participating in City construction contracts for the entire year. A substantial portion of Four Seasons' revenue is derived from City construction contracts. Four

Seasons will be forced to terminate sub-contractors and skilled workers that will be difficult and costly to replace.

- (aa) The balance of convenience favours an injunction preventing the City from enforcing the Suspension Notice. There is no inconvenience to the City if enforcement is enjoined until the disposition of the herein application.
 - (bb) *Judicial Review Procedures Act*, R.S.O. 1990, c. J.1.
 - (cc) *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22.
 - (dd) *City of Toronto Act, 2006*, S.O. 2006, c. 11, Sched. A.
 - (ee) *City of Toronto Municipal Code*.
 - (ff) *Environmental Protection Act*, R.S.O. 1990, c. E.19.
 - (gg) *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.
 - (hh) *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.
 - (ii) *Courts of Justice Act*, R.S.O. 1990, c. C.43.
 - (jj) Such further and other grounds as the lawyers may advise and this Honourable Court permit.
3. The following documentary evidence will be used at the hearing of the application:
- (a) The affidavit of Rohit Bansal to be sworn.

- (b) Such further and other evidence as the lawyers may advise and this Honourable Court permit.

March 28, 2017

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CITY OF TORONTO
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Court File No. 151/17

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Lawyers for the Applicant,
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RCP-E 4C (May 1, 2016)