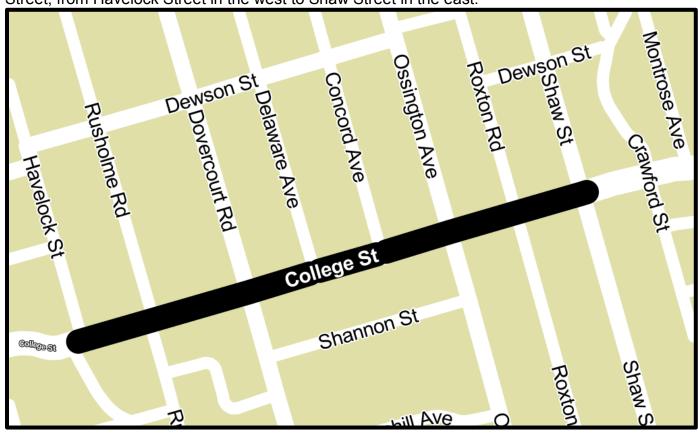
# GM20.7 Attachments 1 - 10

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.

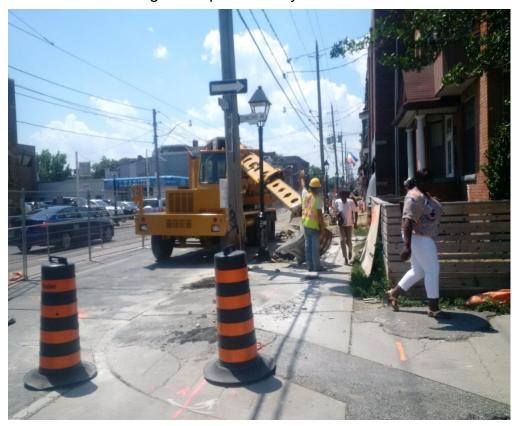


Attachment 2. Photo showing a pedestrian entering the work zone on the College Street project (Contract 16ECS-TI-11SP) without proper protection in violation of the Occupational Health and Safety Act and demonstrating Four Seasons' disregard for

public safety.

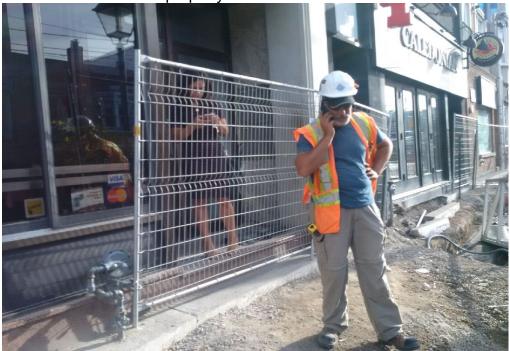


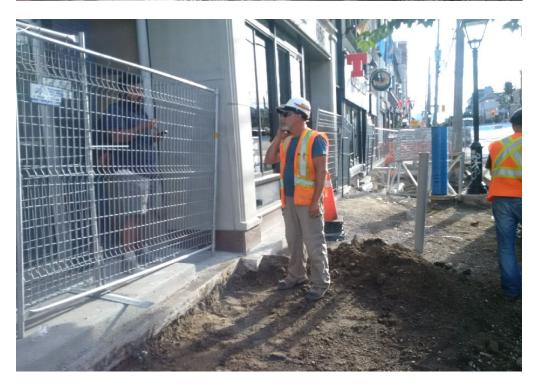
Attachment 3. Photo showing pedestrians walking without adequate protection within the work zone for the College Street project (Contract 16ECS-TI-11SP), demonstrating Four Seasons' disregard for public safety.



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.







Engineering & Construction Services

Metro Hall 55 John Street 16th Floor Toronto, Ontario M5V 3C6 Frank Clarizio, P.Eng. Director, Design & Construction Transportation Infrastructure

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

October 5, 2016

# SENT BY EMAIL AND COURIER

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

Attention: Rohit Bansal

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

### NOTICE OF TERMINATION

Dear Mr. Bansal:

This letter is in response to your letter dated September 30, 2016 and further to our letter dated September 28,2016, with respect to the above-noted Contract.

The Contract requires Four Seasons to "execute and perform the whole of of the Work" and "carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisos, terms and conditions mentioned and contained in the Contract Documents

Four Seasons has failed to correct the default(s) noted in our September 28, 2016 letter. In response, the City is exercising its right under GC 4.08.01(b) to terminate Four Seasons' right to continue the remaining Contract work, effective immediately. Four Seasons is therefore required to remove all equipment and materials from the site and vacate the project working area without delay.

In accordance with the General Conditions of Contract, the City will be withholding further payments to Four Seasons with respect to the withdrawn work (GC 4.08.02(c)) and setting off from those funds any additional cost required to complete the remaining work (GC 4.08.02(d) / GC 8.02.03.08). If the cost to complete the work is less than the amount withheld, the balance will be paid to Four Seasons in accordance with GC 4.09.01, subject to any other set off in favour of the City. If the cost to complete the work is more than the amount withheld, the City will pursue Four Seasons for the additional cost.

Please note that all of Four Seasons' obligations under the Contract with respect to quality, correction, and warranty of the work performed prior to today's date remain in force.

The City reserves the right to pursue any other rights and remedies available to it, whether under the terms of contract or otherwise at law.

Yours truly,

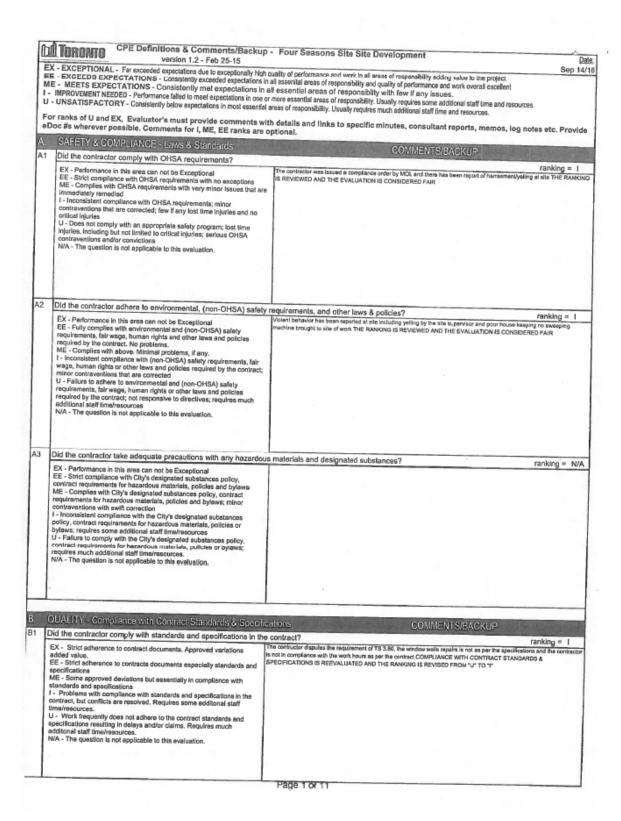
Frank Clarizio, P.Eng.
Director, Design & Construction
Transportation Infrastructure
Engineering & Construction Services

City of Toronto 416-392-8412

CC: Mohammad Kashani, A/Manager, Streetcar Way & Special Projects Shahid Virk, Senior Project Manager Mike Major, Manager, Business Improvement Areas AVIVA Insurance Company of Canada

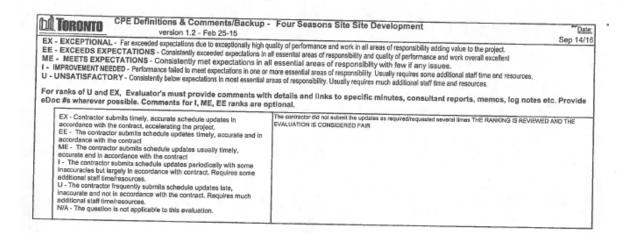
Attachment 6. Contractor Performance Evaluations for Four Seasons on Contract 16ECS-TI-11SP

|  | INTO  | version 1.2                        | mance Evaluation   |           |          |        | _[         | Fina<br>Inte | rim a        | -      |
|--|---|------------------------------------|--|-----------|----------|--------|------------|--------------|--------------|--------|
| CONTRACTOR                             | : Four Seasons Site S   | Site Development                   | 100 20 10  |           | _        | -      | 1          | ATE:         | Se           | p 14/  |
| PROJECT NAME                           | : College Street Stree  | tscaping Improvements              |  |           | _        | -      |            |              |              |        |
| DESCRIPTION                            | : Sidewalk Construction, Street   | etscape Improvements, on College   | on Chrost and also file  |           | _        | _      |            |              | _            |        |
| CONTRACT No                            | : 16ECS-TI-11SP   | sissape improvements, on Cone      |  |           | 4        |        |            | ankin        |              |        |
| CONTRACT VALUE                         | \$3.45 Million  |                                    | START DATE:  | Jul 04/16 | _        | For de | finitions  | refer to E   | Backup       | sheetr |
|  | OMPLIANCE - Laws  | 2 Chandards                        | COMPLETION DATE:   | Nov 04/16 | 1        | 1      | ME         | EE           | EX           | N/A    |
| 1. Did the contract                    | or comply with OHSA requ  | immente?                           |  | sub-scor  | 0 21     | 00     |            |              | oigh         | 25     |
| 2. Did the contract                    | or adhere to environmental  | rements?                           |  |           |          | 1      | T          |              | <b>B</b> (3) |        |
| 3. Did the contract                    | or take-adequate precaution   | non-OHSA) safety require           | ments, and other laws & polici<br>rials and designated substance | les?      |          | 1      |            |              | 1            |        |
| B. QUALITY - (                         | ompliance with Contr  | act Standards & Specif             | rials and designated substanc                                    | es?       |          |        |            |              |              | 1      |
| 1. Did the contract                    | or comply with standards  | nd specifications in the contri    | cations  | sub-scor  | e 2 (    | 00     |            |              | eigh:        | 25     |
| 2. Was the quality                     | and workmanship in come!  | iance with the contract docur      | act?   |           |          | 1      |            |              |              |        |
| 3. Did the contract                    | or promotiv & effectively co  | rrect defective work as the p      | ments?   |           |          | 1      |            |              |              |        |
| ORGANIZAT                              | ION - Work Plan and   | West delective work as the p       | roject progressed?   |           | $\Gamma$ | 1      |            |              | 1            |        |
| 1. Did the contract                    | v submit a acticle stars by   | wanagement                         |  | Sub-score | 23       | 8      |            |              | eicht        | 12.5   |
| 2. Did the contract                    | or commence the work on t   | seline schedule in compliance      | with the contract?   |           |          | 1      |            |              |              |        |
| 3. Did the contract                    | or submit askedule under  | ime?                               |  |           | T        |        | 1          |              |              |        |
| 4. Did the contract                    | or adornit scriedule updates  | in accordance with the contr       | ract?  |           |          | 1      |            |              |              |        |
| 5. Did the contract                    | or adequately staff and reso  | ource the project in complian      | ce with the contract?  |           |          | 1      |            |              |              |        |
| Did the contract                       | or provide adequate & com   | petent site supervision?           |  |           | 1        |        |            |              |              |        |
| Did a namon with                       | decision making and   | d manage the work of its sub       | contractors?   |           |          |        | 1          |              |              | 1      |
| Did the contract                       | or submit timely authority  | represent the contractor at        | pay/progress meetings?   |           |          |        | 1          |              |              |        |
| . Were shop draw                       | nge submitted according to  | quests for information (RFIs)      | as needed?   |           |          |        | 1          |              |              |        |
| EXECUTION                              | <ul> <li>Work Performance</li> </ul>  | snop drawing schedule and          | in compliance with the contra                                    | ct?       |          |        | 1          |              |              |        |
| Didaharata                             | - work Performance  |                                    |  | Sub-score | 1.9      | 0      | 201        | 100          | nele:        | 259    |
| Did the contracto                      | r complete the project on t   | lme?                               |  |           | 1        | П      |            |              |              |        |
| Did the contracto                      | r follow the approved sche  | dule and meet milestones?          |  |           | 1        |        |            |              |              |        |
| Did the contracto                      | r provide effective quality of  | control?                           |  |           |          | 1      | 1          |              |              |        |
| Did the contracto                      | r keep the site clean and fr  | ee of trash and debris in con      | pliance with the contract?                                       |           | 1        |        |            |              | 100          |        |
| Did the contracto                      | r promptly comply with cha  | nge orders, change directive       | s, site instructions, and RFQs                                   | ?         |          |        | 1          |              | 100          |        |
| . Did the contracto                    | r seek authorization to perf  | orm extra or additional work       | 7  |           |          |        | 1          |              | 200          |        |
| Man the contractor a                   | dequately address disputes, d   | lamages and claims with third pa   | rties to City PM's knowledge?                                    |           |          | 1      |            |              |              |        |
| . was the quality a                    | nd submission timelines of  | the following items acceptab       | le?  |           |          | 3.53   |            |              |              |        |
| 8.1                                    | Look ahead schedules or w   | vork plans                         |  |           | 1        |        |            | T            |              |        |
| 8.2                                    | Accurate and complete rec   | ord documents (as-builts)          |  |           |          |        |            |              | 7            | 1      |
| 8.3                                    | Complete operations and n   | naintenance manuals and clo        | seout documents  |           |          |        |            |              |              | 1      |
| 8.4                                    | Secure and/or closed appli  | cable municipal permits            |  |           | 71.3     |        |            |              |              | 1      |
| 8.5                                    | Startup testing and commis  | ssioning reports                   |  |           | 1        |        |            |              | 1            | 1      |
|  | Training plan and manuals   |                                    |  |           |          |        |            |              | 1            | ~      |
| ADMINISTRA                             | HON - Contractor Per  | formance and Diligence             | La Marie Constant Con-   | Subspore  | 1.88     |        | THE PA     | 18/016       | 100          | 12.59  |
| Did the contractor o                   | ommunicate, cooperate, collab   | orate with the contract administra | ator, project team & stakeholders                                | ,         | 1        |        |            |              | 7            | -      |
| Did the contractor                     | participate in resolving pro  | lect problems and display ini      | fistive to implement solutions                                   | ?         |          | 1      |            | +            | +            |        |
| Did the contractor                     | demonstrate accountability  | y for problems for which they      | where responsible?   |           |          | 1      |            | $\neg$       | +            | -      |
| Did the contractor                     | submit accurate, complete   | invoices in a timely manner        | 7  |           |          |        | 1          | - 10         | 80           |        |
| Did the contractor                     | provide competitive change  | e order pricing?                   |  |           |          | 1      |            |              | 7            | -      |
| Did the contractor                     | accept responsibility for the   | e full scope and extent of the     | contract?  |           |          | 1      |            |              | +            |        |
| Did the contractor                     | coordinate to minimize dis-   | ruption to the public and City     | operations?  |           |          | 7      |            |              | +            |        |
|  |   |                                    |  |           | 2.0      | 1      | Total S    | core (       | weigh        | ted)   |
|  | Name (  | Print or Type)                     | Signature  |           |          |        | Da         | te           |              |        |
| Project Manager:                       | Shahid Virk   |                                    | -  | >         |          | - 1    |            | 7/16         |              |        |
| Manager:                               | Mohammad Kashani  |                                    | mkey   | hi        |          |        |            | 7/16         |              |        |
| Director:<br>(required for Final only) | Frank Clarizio OTE: If the contractor disagrees with anager (for Interim Reports) or to the |                                    |  |           |          |        | The second |              |              |        |



|           | Version 1.2 - Feb 25-15   | - Four Seasons Site Site Development   | Di Di  |
|-----------|---|--|--|
| ME<br>U - | MEETS EXPECTATIONS - Consistently and expectations in a IMPROVEMENT NEEDED - Performance failed to meet expectations in an UNSATISFACTORY - Consistently below expectations in most essential.  | r more essential areas of responsibility. Usually requires some additional staff time and resources areas of responsibility. Usually requires much additional staff time and resources.  It details and links to a constitution of the constitution of |  |
| 2         | Was the quality and workmanship in compliance with the contra   |  |  |
|           | EX - Superior workmanship and quality. Creative, approved substitutions add value.  EE - Workmanship is axoalisent 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.  1 - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff sime/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 till minimacources. N/A - The question is not applicable to this evaluation. | There are issues with the tree pit covers (size etc.) and pavers installation, the quality is not considerable. The entiallation of the pavers is not salisfactory THE RANKING IS REVIEWED AND CONSIDERED FAIR   | ranking =  <br>deni and bere are severa<br>THE EVALUATION IS |
| 3         | Did the contractor promptly & effectively correct defective work  | as the project progressed?   | ranking = 1  |
|           | 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 timel resources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff timefresources. N/A - The question is not applicable to this evaluation.  | The contractor did not fix the defective works as the project progressed THE RANKING IS REVIEW EVALUATION IS CONSIDERED FAIR   | VED AND THE  |
|           | ORGANIZATION - Work Plan and Management   | COMMENTS/BACKUP  |  |
|           | Old the contractor submit a satisfactory baseline schedule in co  |  | IN SURFERINGE TO A   |
|           | EX - Contractor submitted baseline schedule end 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 1 - 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.   | The schedule update submissions were delayed THE RANKING IS REVIEWED AND THE EVALU.  | ranking =  <br>ATION IS CONSIDERED                           |
| 7         | Did the contractor commence the work on time?   |  | ranking = ME   |
|           | EX - Performance in this area can not be Exceptional<br>EE - Contractor accelerates achedule and mobilizes and commences<br>work shead of contract requirement.<br>ME - Contractor mobilizes and commences work according to the<br>contract requirement.<br>I - Contractor mobilizes and commences work according to the<br>contract requirement with minor delay.<br>U - Contractor slow to mobilize and does not commences work<br>according to the contract requirements, resulting in major delay.<br>N/A - The question is not applicable to this evaluation.   | THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR .  | survey Wh  |
|           |   | he contract?   |  |

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| DI             | CPE Definitions & Comments/Backup version 1.2 - Feb 25-15  |  | Date   |
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| I-<br>U-<br>Fo | MEETS EXPECTATIONS - Consistently met expectations in a<br>IMPROVEMENT NEEDED - Performance failed to meet expectations in one or<br>UNSATISFACTORY - Consistently below expectations in most essential a  | more essential areas of responsibility. Usually requires some additional staff time and resource<br>areas of responsibility. Usually requires much additional staff time and resources.  |  |
| C4             | Did the contractor adequately staff and resource the project in c  | provide.   |  |
|                | EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment elways 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 wall 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 - Poorty staffed, equipment is not available or reliable constantly resulting in delays  N/A - The question is not applicable to this evaluation. | The contractor did not put any crows for late hours work as required by the contract THE RANKING IS<br>EVALUATION IS CONSIDERED PAIR   | ranking =  <br>REVIEWED AND THE  |
| C5             | Did the contractor provide adequate & competent site supervisio  | on?  | ranking = U  |
|                | 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 1 - 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.  | The site aspention does not appear to have down town City work experience and he also appears to twith the directions of the project staff. He has been observed to have a disrespectful attitude towards of been observed ratising his voice from time to time. A few times is also supervisor has also failed procured placements, hence created issues with quality assurance. It has been also reported by BiA is the also appendion has made in engine remans, regarding the project. THE RANKUNG IS BASED ON O POUR SEASONS WORK ON COLLEGE STREET PROJECT AND THERE SHALL BE NO CHANGE 1 "U" PLEASE SEE ATTACHED HIGHLIGHTED MINUTES AND EMAILS | he City staff and has also<br>ovide timely notice of<br>hall all several occasions |
| 26             | Did the contractor effectively coordinate and manage the work of   | Fitz subcontrollers?   |  |
|                | 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.   | THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR  | ranking = ME   |
| 7              | Did a person with decision-making authority represent the contra   | clor at pay/progress meetings?   | rank = ME  |
|                | EX - PsylProgress meetings elways attended by decision-making authority. Adds value to project.<br>EE - PsylProgress meetings always attended by decision-making authority.<br>ME - PsylProgress meetings usually attended by decision-making authority.<br>I - PsylProgress meetings mostly have sufficient representation by decision-making authority.<br>U - PsylProgress meetings have little or no attendance by decision-making authority.<br>N/A - The question is not applicable to this evaluation.  | THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR  |  |
| 8              | hid the contractor submit timely relevant requests for left  |  |  |

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| LIL IUKUNTI   | CPE Definitions & Comments/Backup -<br>version 1.2 - Feb 25-15   |  | Date     |
|---|--|--|----------|
| ME - MEETS EX<br>I - IMPROVEMENT<br>U - UNSATISFA<br>For ranks of U a   | (PECTATIONS - Consistently met expectations in a<br>NEEDED - Performance failed to meet expectations in one or<br>CTORY - Consistently below expectations in most essential a  | uality of performance and work in all areas of responsibility adding value to the project.  all essential areas of responsibility and quality of performance and work overall excellent il essential areas of responsibility with few if any issues.  more essential areas of responsibility. Usually requires some additional staff time and resources.  reas of responsibility. Usually requires much additional staff time and resources.  In details and links to specific minutes, consultant reports, memos, log notes of the property o | Sep 14/1 |
| EX - Timely, avoiding prob<br>EE - Timely, a<br>ME - Usually I<br>I - Frequently accordance w<br>resources.<br>U - Constantly<br>accordance w<br>resources. | accurate and in accordance with contract anticipating and<br>lems and delays.<br>leourate and in accordance with contract<br>imely, accurate and in accordance with contract<br>late, sometimes inaccurate, and stometimes not in<br>the contract. Requires some additional staff time and<br>late, inaccurate, requiring frequent reminders, seldom in<br>the contract. Requires much additional staff time and<br>sition is not applicable to this evaluation. | THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR  |          |

| D             | TORONTO CPE Definitions & Comments/Backup version 1.2 - Feb 25-15   | - Four Seasons Site Site Development  | Date                                    |
|---------------|---|---|---|
| M<br>I -<br>U | X - EXCEPTIONAL - Far exceeded expectations due to exceptionally high of<br>EXCEEDE SEPECTATIONS - Consistantly exceeded expectations in a<br>E - MEETS EXPECTATIONS - Consistently met expectations in a<br>IMPROVEMENT NEEDED - Performance failed to meet expectations in one or<br>- UNSATISFACTORY - Consistently below expectations in most essential services.   | r more essential areas of responsibility. Usually requires some additional staff time and resources,<br>areas of responsibility. Usually requires much additional staff time and resources.   |   |
| C9            | Were shop drawings submitted according to shop drawing sche   | puona.  |   |
|               | 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/deleys. 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. | THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR   | ranking = ME                            |
| D.            | EXECUTION - Work Performance  | COMMENTS/BACKUP   | C 2 3 2 3 2 3 2 3 2 3 2 3 2 3 2 3 2 3 2 |
| D1            | Did the contractor complete the project on time?  |   | ranking = U                             |
|               | EX - Contractor exceeds contractual completion date.  EE: - Contractor meets contractual completion date with no extensions.  ME - Contractor meets contractual completion date with approved extensions.  1 - Contractor misses contractual completion date, Makes efforts to mitigate delay. Requiries some additional staff time/resources.  1 - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires some additional staff time/resources.  N/A - M/A is to be chosen for all but the final evaluation once the project is completed.                         | Contractor has made title or no afferts to scrieve the Smaly completion of the projects initial phase and<br>delayand the most causial part of the contract THE RANKING IS BASED ON OUR EXPERIENCE WITH IF<br>WORK ON COLLEGE STREET PROJECT AND THERE SHALL BE NO CHANGE TO THE RANKING O<br>ATTACHED HIGHLIGHTED MINUTES AND EMAILS | has considerably                        |
| D2            | Did the contractor follow the approved schedule and meet milest   | tones?  | ranking = U                             |
|               | EX - Maintains an accelerated project achedule resulting in early completion of project before contract completion date EE - Meets all milestones and schadule 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. Require much more additional staff time/resources.  N/A - The question is not applicable to this evaluation.  | The contractor did not meet the schedule and or the misestones THE RANKING IS BASED ON QUIR EX-<br>POUR SEASONS WORK ON COLLEGE STREET PROJECT AND THERE SHALL BE NO CHANGE TO<br>"T" PLEASE SEE ATTACHED HIGHLIGHTED MINUTES AND EMAILS  | PERIENCE WITH                           |
| D3            | Did the contractor provide effective quality control?   |   | ranking = 1                             |
|               | EX - Exceptional QAVQC. No deficiencies. Adds value to Project. EE - Excellent QAAC. Minor if any deficiencies which are corrected quickly. No additional staff effort required. ME - Adequate quality control. Few deficiencies which are corrected quickly !  | The contractor has not submitted the quality control plan as requested under a field instructions. THE RV AND THE EVALUATION IS CONSIDERED FAIR.  | WKING IS REVIEWED                       |
| 04            | Did the contractor keep the site clean and free of trash and debri  | is in compliance with the contract?   | ranking = U                             |
|               | 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 delity basis from project site I - Confractor 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.   | The contractor has been sent field instructions for the site cleantiness due to number of complaints from<br>relations THE RANKING IS BASED ON OUR EXPERIENCE WITH FOUR SEASONS WORK ON COLLE<br>PROJECT AND THERE SHALL BE NO CHANGE TO THE RANKING OF "U" PLEASE SEE ATTACHED<br>MINUTES AND EMAILS                                 | the BIA and the area<br>GE STREET       |
| 05            | Did the contractor promptly comply with change orders, change of  | firectives, site instructions, and RFQs?  | ranking = ME                            |

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| version 1.2 - Feb 25-15   | Four Seasons Site Site Development  | Date: |
|---|---|-------|
| ME - MEETS EXPECTATIONS - Consistently met expectations in a  1 - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or  1 - UNSATISFACTORY - Consistently below expectations in most essential a  For ranks of U and EX. Evaluator's must provide comments with   | uality of performance and work in all areas of responsibility adding value to the project,<br>all essential areas of responsibility and quality of performance and work overall excellent<br>il essential areas of responsibility with few if any issues.<br>more essential areas of responsibility. Usually requires some additional staff time and resources.<br>reas of responsibility. Usually requires much additional staff time and resources. |       |
| eDoc #s wherever possible. Comments for I, ME, EE ranks are of  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 | ptional.  THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR   | vide  |
| <ul> <li>U - Generally non-responsive to change orders, change directives,<br/>site instructions. Slow response to RFOs.</li> <li>NIA - The question is not applicable to this evaluation.</li> </ul>   |   |       |

| 00           | TORDATO CPE Definitions & Comments/Backup  | - Four Seasons Site Site Development  | Dale  |
|--------------|--|---|---|
| I-<br>U-     | MEETS EXPECTATIONS - Consistently met expectations in a IMPROVEMENT NEEDED - Performance failed to meet expectations in one or UNSATISFACTORY - Consistently below expectations in most essential translated by the construction of the construct      | more essential areas of responsibility. Usually requires some additional staff time and resources.<br>areas of responsibility. Usually requires much additional staff time and resources.   | Sep 14/1  |
| D6           | The same of the sa | puonai.   | es etc. Provide   |
| 100          | Did the contractor seek authorization to perform extra or addition<br>EX - Performance in this area can not be Exceptional   | ITHE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR  | ranking = ME  |
|              | 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.  I - Trequently proceeds with work without review or approval.  N/A - The question is not applicable to this evaluation.   | THE EVALUATION IS CONSIDERED PAIR   |   |
| D7           | Did the contractor adequately address disputes, damages and of   | laims with third parties to City Patte knowled  |   |
|              | 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 sand 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.  N/A - The question is not applicable to this evaluation.  | The contractor refused to address complaints reparding the flooding issues for the adjacent properties T<br>REVIEWED AND THE EVALUATION IS CONSIDERED FAIR  | ranking =  <br>HE RANKING IS                                    |
| D8           | Was the quality and submission timelines of the following items:   | acceptable?   |   |
| D8.1<br>D8.2 | <ul> <li>Look ahead schedules or work plans</li> </ul>   |   | ranking = U   |
| 08.3         | Accurate and complete record documents (as-be Complete operations and provided as-be accurate as-be accurate and provided as-be accurate       | uilts)  | ranking = N/A   |
| 08.4         | <ul> <li>Complete operations and maintenance manuals</li> <li>Secure and/or closed applicable municipal perm</li> </ul>  | and closeout documents  | ranking = N/A   |
| D8.5         | Startup testing and commissioning reports  | no  | ranking = N/A   |
| 08.6         | <ul> <li>Training plan and manuals</li> </ul>  |   | ranking = N/A<br>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 subwity requiring some additional staff time and resources.  U - Most submissions late and of poor quality. Much revision and resources.  N/A - The question is not applicable to this evaluation.  | The submissions for look ahead schedules were not made in a timely manner THE RANKING IS REVIEW<br>EVALUATION IS CONSIDERED FAIR  | WED AND THE   |
| E            | ADMINISTRATION - Contractor Performance and Diligeno   | ce COMMENTS/BACKUP  |   |
|              | Did the contractor communicate, cooperate, collaborate with the contract admin   |   | ranking = U   |
|              | EX - Communication with the contract administrator and all stakeholders excellent and<br>in accordance with the contract documents, adding significent value to the project.<br>EC communication with the contract documents<br>accordance with the contract documents<br>ME - Communication with the contract documents<br>ME - Communication with the contract administrator and all stakeholders timely,<br>satisfactory, and in accordance with the contract<br>1 - Communication with the contract administrator and all stakeholders poor and<br>causes periodic problems. Requires some additional staff time/resources.<br>U - Contractors communication with the contract administrator and all stakeholders<br>poor and the cause of constant problems. Strongly impacts the success of the project.<br>Requires much additional staff time/resources.<br>N/A - The question is not applicable to this evaluation.   | The contractor has been not cooperative and have made several problems for the residents moving out<br>businesses by not allowing them to install their signs "that the business is open during construction". The<br>be non-supportive of the businesses which are mostly very small businesses and their lively hood depend<br>businesses THE RANKING IS BASED ON OUR EXPERIENCE WITH FOUR BEASONS WORK ON COLI<br>PROJECT AND THERE SHALL BE NO CHANGE TO THE RANKING OF "U" PLEASE SEE ATTACHED I<br>MINUTES AND EMAILS | and made difficult for<br>contractors appears to<br>is on these |
| 2 0          | id the contractor participate in resolving project problems and display initiative   | to implement solutions?   | ranking = I   |

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# CPE Definitions & Comments/Backup - Four Seasons Site Site Development Version 1.2 - Feb 25-15 EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. Sep 14/16 EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. ME - MEETS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent areas and responsibility. It is an additional staff time and resources. 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. EX - Cooperates in solving problems often mitigating them, Creative solutions add value. No arguments, few and fair Change Orders, Quick resolution. EE - Cooperates in solving problems sometimes mitigeting them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, resolutions oftened to solve. I - Reluctant to cooperate. Few reasonable solutions offered, Meany arguments, expensive Change Orders and requires much additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered, Meany arguments, expensive Change Orders and requires much additional staff time in contraction of the property of the property

|    |   | o - Four Seasons Site Site Development Dr   |
|----|---|---|
| I. | <ul> <li>IMPROVEMENT NEEDED - Performance failed to meet expectations in<br/>- UNSATISFACTORY - Consistently below expectations in most essentia</li> </ul>   | or more essential areas or responsibility. Usually requires some additional staff time and resources.  I areas of responsibility. Usually requires much additional staff time and resources.  |
| E3 | Did the contractor demonstrate accountability for problems for which they will  | optional. Provide   |
|    | 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, ommissions, defective work) usually accepting responsibility. Few arguments and quick resolution.  I - Reluctant to solve problems, frequently evoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve.  U - Rarely soltnowledges 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. | Tranching = I The control rends to keep on blaming the City for most of the issues which the contractor shall address of, the flooring in the bestements of adjacent properties shall have been prevented by the contractor it has been resulted due of, the observations in the been resulted due of the construct work, however the contractor refused to take any measures to prevent the water entering through the exceedations and warried the City to pay for such work THE RANCING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR. |
| E4 | Did the contractor submit accurate, complete invoices in a timely manner?   |   |
|    | 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.  | ranking = ME  |
| 5  | Did the contractor provide competitive change order pricing?  |   |
|    | EX - Change order quotes are reasonable, timely, Occassionally 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. Difficut, if not impossible, to negotiate with; many unresolved issues requiring much additional staff timal resources.  NIA - The question is not applicable to this evaluation.  | Tranking a [ The contractor quotes has been observed to be on the higher side THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED FAIR   |
| 6  | Did the contractor accept responsibility for the full scope and extent of the contr   | rad?  |
|    | EX - Complete acceptance of their scope and financial responsibility. No ommissions, no arguments. Value added to project by suggestions improving accept a retaining City cost.  EE - Complete acceptance of their scope and financial responsibility. No ommissions, no arguments.  ME - Good acceptance of their scope and financial responsibility. Few ommissions and few arguments most resolved to City's satisfaction 1 - Poor acceptance of their scope and financial responsibility. Several ommissions and several erguments; some not resolved to City's satisfaction. Requires some additional staff time/effort.  U - Poor acceptance of their scope and financial responsibility. Many ommissions and several erguments come not resolved to City's satisfaction. Requires much additional staff time/effort.  N/A - The question is not applicable to this availuation.                       | The contractor continuously eigues over most of the issues and is found to be reluctant and no cooperative in helping to the resolution and has also walked out of a meeting without while discussing the issue of bise rings installation THE RANKING IS REVIEWED AND THE EVALUATION IS CONSIDERED PAIR  |
|    | old the contractor coordinate to minimize disruption to the public and City operation   | Hone?   |

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Attachment 7 - 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 8. Map showing limits for Contract 16ECS-TI-18SP along Shuter Street from Yonge Street in the west to Sherbourne Street in the east. roke St 'me St Church St Q Š Dundas St& Dalhousie St Victoria Street Lane Bond St Yonge St Mutual St Shute Victoria St O'Keefe Lane Shuter St Mutual St Dalhousie St Sherbourne St Bond St Britain St Queen St E Jazzi St Richmond St E James St Church St Victoria St Berti St George St Yonge St Queen St W ombard St

# Attachment 9. Contractor Performance Evaluations for Four Seasons on Contract 16ECS-TI-18SP

| M Toro   | MIN Co  | entractor Performa   | ance Evaluation  |                |      |         | _            | Final    | im#    | 4   |
|--|---|--|--|----------------|------|---------|--------------|----------|--------|-----|
|  | TIU.  | version 1.2 -  |  |                |      |         |              | TE:      | Sep    | -   |
| CONTRACTOR:                                    | Four Seasons Site Devel                                     | opment Ltd.  |  |                |      |         |              |          |        |     |
| PROJECT NAME:                                  | Shuter Street - Yonge Str                                   | reet to Sherbourne Stre  | eet.   |                |      |         |              |          |        |     |
| DESCRIPTION:                                   | Watermain replacement, Waterse                              | rvice upgrads and Major Ro-  | ad Resurfacing and Watermain   | Trench Restora |      |         | Ra           | nkin     | g      |     |
| CONTRACT No.:                                  | 16ECS-TI-18SP   |  | START DATE:  | Aug 2/2016     | Fo   | v defin | Sons re      | fer to B | lackup | she |
| ONTRACT VALUE:                                 | \$3,261,824   |  | COMPLETION DATE:   | Oct 25/16      | U    | 1       | ME           | EE       | EX     |     |
| SAFETY & C                                     | OMPLIANCE- Laws & St  | tandards   |  | sub-score      | 1.5  | 9       |              | W        | CHI'M  | 2   |
| Did the contracto                              | r comply with OHSA requireme                                | ants?  |  |                | 1    |         |              |          |        | Г   |
| Did the contracto                              | r adhere to environmental, (nor                             | n-OHSA) safety requirem  | ents, and other laws & police  | cies?          | 1    |         |              |          |        | Г   |
| Did the contracto                              | r take adequate precautions wi                              | ith any hazardous materia  | als and designated substan   | ces?           |      |         | 1            | 8        | 000    |     |
| QUALITY - Co                                   | impliance with Contract S                                   | Standards & Specific   | cations  | sub-score      | 2.00 |         | (Charles     | V.       | eght.  | 2   |
| Did the contracto                              | comply with standards and sp                                | ecifications in the contra   | ct?  |                |      | 1       |              |          |        | Г   |
| Was the quality a                              | nd workmanship in compliance                                | with the contract docum  | ents?  |                |      | 1       |              |          |        | Г   |
| Did the contracto                              | promptly & effectively correct                              | defective work as the pre-   | oject progressed?  |                |      | 1       |              |          |        | Г   |
| ORGANIZATI                                     | ON- Work Plan and Man                                       | nagement   |  | sub-score      | 2.3  | 3       |              | V.       | cight  | 11  |
| Did the contracto                              | submit a satisfactory baseline                              | schedule in compliance   | with the contract?   |                |      |         | 1            |          |        | Г   |
| Did the contracto                              | commence the work on time?                                  |  |  |                |      | 1       |              |          |        | Г   |
| Did the contracto                              | submit schedule updates in a                                | ccordance with the contra  | act?   |                |      | 1       |              |          |        |     |
| Did the contracto                              | adequately staff and resource                               | the project in compliance  | e with the contract?   |                |      | 1       |              |          |        |     |
| Did the contracto                              | provide adequate & competer                                 | nt site supervision?   |  |                |      | 1       |              |          |        | Г   |
| Did the contracto                              | effectively coordinate and ma                               | nage the work of its subc  | contractors?   | -              |      | 1       |              |          |        |     |
|  | decision-making authority repr                              |  |  |                |      |         | 1            |          |        |     |
|  | submit timely, relevant reques                              |  |  |                |      |         | 1            |          |        |     |
| NAME OF TAXABLE PARTY.                         | igs submitted according to sho                              | p drawing schedule and   | in compliance with the cont  | ract?          |      |         | 1            |          |        |     |
| EXECUTION                                      | Work Performance  |  |  | sub-score      | 2.6  |         |              |          | right  | 2   |
| Did the contractor                             | complete the project on time?                               |  |  |                |      |         | 1            |          |        |     |
| Did the contractor                             | follow the approved schedule                                | and meet milestones?   |  |                |      | 1       |              |          |        |     |
| Did the contractor                             | provide effective quality contri                            | ol?  |  |                |      |         | 1            |          |        |     |
| . Did the contractor                           | keep the site clean and free o                              | of trash and debris in com   | pliance with the contract?   |                |      | 1       |              |          |        |     |
|  | promptly comply with change                                 |  | Mark Title Tolland   | le?            |      | 1       |              |          |        | _   |
|  | seek authorization to perform                               |  |  |                |      |         | 1            |          | - 2    |     |
|  | dequately address disputes, dama                            |  |  |                |      |         | 1            |          |        |     |
|  | nd submission timelines of the                              |  | le?  |                |      |         |              | -        |        | -   |
|  | ook ahead schedules or work                                 |  |  |                |      | 4       |              |          |        | -   |
|  | Accurate and complete record                                |  |  |                |      | 1       | Ш            |          |        |     |
|  | Complete operations and main                                |  | seout documents  |                |      | 1       |              |          |        | -   |
|  | Secure and/or closed applicable                             | The state of the s |  |                |      | -       | 1            | -        |        | -   |
|  | Startup testing and commission<br>Fraining plan and manuals | ning reports   |  |                | -    | 1       | 1            | -        |        | -   |
| THE RESERVE OF THE PERSON NAMED IN             | TION - Contractor Perfor                                    | manan and Diluman  |  | sub-score      | 200  |         |              | -        | eight  | 15  |
| Charles and the second second second           | ommunicate, cooperate, collaboral                           |  |  |                | 7.0  | /       |              | 7.0      | e che  | 15  |
|  | participate in resolving project                            | THE RESERVE OF THE PERSON NAMED IN   | Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, w |                |      | *       | 1            | -        | -      | -   |
|  | demonstrate accountability for                              | THE RESERVE OF THE PERSON NAMED IN COLUMN TWO  | The same and the s | ns r           | _    |         | 1            | -        | -1     |     |
| THE RESERVE AND ADDRESS OF THE PERSON NAMED IN | submit accurate, complete inv                               |  |  |                |      |         | 1            | $\dashv$ |        | -   |
|  | provide compelitive change or                               |  |  |                | _    |         | 7            | -        |        |     |
|  | accept responsibility for the fu                            |  | e contract?  |                | _    | -       | 7            |          |        |     |
|  | coordinate to minimize disrupt                              |  |  |                |      | -       | 7            |          |        |     |
|  |   |  |  |                | 2.   | 17      | Total        | Score    | (welc  | hts |
|  | Name (Print   | or Type)   | Signature  |                |      | -       | and the last | ate      | ,      |     |
|  | Tallio y ma   | o ipo  | On   |                |      |         | -            |          |        | _   |
| Project Manager:                               | Julie Sharma  |  | 1  | -              |      |         | Oct 3        | 3/201    | 16     |     |
| Manager:                                       | Stephen Adams   |  | Salar  |                |      | -       | 03           | _        | _      | _   |
|  |   |  | 1  |                | 2    | -       | 1.           |          | -      | -   |
| Director:<br>(required for Final only)         | Frank Clarizio  |  | 19/1/  | = > /          | 1    | 7       | VIL.         |          |        |     |
|  |   |  | objections in wrating with support   |                | 4    | II      | 1            |          |        | _   |

| _         | TORONTO CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15   |   |
|-----------|---|---|
| ME<br>I - | - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quescrete EXPECTATIONS - Consistently exceeded expectations in a - MEETS EXPECTATIONS - Consistently met expectations in all IMPROVEMENT NEEDED - Performance lated to meet expectations in one or  | Sept 29/ unity of performance and work in all areas of responsibility adding value to the project ill essential areas of responsibility and quality of performance and work overall excellent ill essential areas of responsibility with few if any issues.  more essential areas of responsibility Usually requires some additional staff time and resources.  reas of responsibility. Usually requires much additional staff time and resources.  |
|           | ranks of U and EX, Evaluator's must provide comments with<br>oc #s wherever possible. Comments for I, ME, EE ranks are o  | n details and links to specific minutes, consultant reports, memos, log notes etc. Provide ptional.   |
|           | SAFETY & COMPLIANCE - Laws & Standards  | COMMENTS/BACKUP   |
| 1         | Did the contractor comply with OHSA requirements?   | ranking = U   |
|           | EX - Performance in this area can not be Exceptional EE - Strict compliance with OHSA requirements with no exceptions ME - Complies with CHSA requirements with very minor issues that are immediately remedied.  I - Inconstituted 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 fentee to critical injuries, serious OHSA contraventions and/or convertications and/or convertications.  N/A - The question is not applicable to this evaluation.  | Phe-Construction meeting was held July 21, 2016. DNSA requirements were documented to be provided at the start of the project. As per them 16.9 in involved, inspection will not be onlike unless a hely functioning trailer to provided at the start of project. Project commended Aug 8, 2016. As per email from Project Engineer on Aug 8, 2016. Sea trailer. Traint Control Player of Advisory Signage. Whisper Generator, States, MOL site trailer information, Locates cooles. MSDS as per Safety Bool requirements was zole to place as of Aug 8, 2016. PSSA was completed Aug 17, 2016. Safety Boad and a coossigneess ago: Forms 1000th 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 sitematic locations as Contractor did not provide the following day's meeting. Project Engineer had to reschedule meeting at sitematic locations as Contractor did not provide the following day's meeting. Project Engineer followed up again. As of Aug 30, 2016 meeting generator provided at sist. Writisper Generator was agree upon one 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 sist brister is tall not set up as part in cohort and OHAS necessarial and OHAS necessarial and Child and constantly questioned on the requirement. Project Engineer stated in email Sept 9, 2016 PDCS are to be provided at FSSD cost, as specificed in contract. |
| 2         | Did the contractor adhere to environmental, (non-OHSA) safety r   | equirements, and other laws & policies? ranking = U   |
| -         | EX - Performance in this area can not be Exceptional  | Whisper generator was requested and confirmed to be provided at the Pre-construction meeting, due to the residential area<br>surrounding the work site. This has been inconsistent, until numerous requests have been made. Also, the fuel for the  |
|           | EE - Fully compiles with environmental and (non-OHSA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems. If any the Compiles with above. Minimal problems, If any III is a contract compilance 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.  | generator has not been provided in a timely maziner. Oct 3, 2016 email confirms the provision sece the initial request on Se. 20, 2016. Counter sunk skild resistent 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 finalised on Sept 22, 2016.  |
| 3         | Did the contractor take adequate precautions with any hazardous   | materials and designated substances? ranking < ME   |
|           | 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 - Inconsistant 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; requirements for hazardous materials, policies or bylaws; requirements at all file melvesources, NIA - The question is not applicable to this evaluation. |   |
|           | QUALITY - Compliance with Contract Standards & Specia   | cations COMMENTS/BACKUP   |

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|          | TORONTO CPE Definitions & Comments/Backup version 1.2 - Feb 25-15  | Four Seasons Site Development Ltd.   |
|----------|--|--|
| ME<br>I- | - EXCEPTIONAL - Far exceeded expectations due to exceptionally high or - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a - MEETS EXPECTATIONS - Consistently met expectations in a IMPROVEMBIT NEEDED - Performance failed to meet expectations in one or UNSATISFACTORY - Consistently below expectations in most ressential a   | Sept 26/ unity of performance and work in all areas of responsibility adding value to the project, all essential areas of responsibility and quality of performance and work overall excellent ill essential areas of responsibility with few if any issues. more essential areas of responsibility with few if any issues.  the sential areas of responsibility with additional staff time and resources.  trains of responsibility. Usually requires much additional staff time and resources.  In details and links to specific minutes, consultant reports, memos, log notes etc. Provide  |
| en       | oc #5 wherever possible. Comments for I, ME, EE ranks are o  | ptional.   |
| B2       | Was the quality and workmanship in compliance with the contra  | ct documents? ranking = 1  |
|          | EX - Superior workmanship and quality. Creative, approved substitutions add value.  EE - Workmanship is accollent 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 modurate 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.   | TCP was not managed as per discussed and approved. Daily she maintenance was not followed up on. Progress Meening 4 states FBSD requirement to maintain site safety, traffic control and daily site set up, signs etc. as they are the constructor in the work zone.   |
| B3       | Did the contractor promptly & effectively correct defective work a   | is the project progressed?   |
|          | 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 timelresources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff timelresources. N/A - The question is not applicable to this evaluation.   | 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 resistent plates, relocating ports pody.   |
| C1       | ORGANIZATION - Work Flan and Management  | DOMMENTS BACKUP  |
|          | Did the contractor submit a satisfactory baseline schedule in con<br>EX - Contractor submitted baseline schedule and all submissions on  | apliance with the contract? ranking = ME   |
|          |  | apliance with the contract? ranking = ME   |
| C2       | 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 aubmissions submitted on time, causing problems. Requires much additional staff time/resources.  |  |
| C2       | 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  NIA - The question is not applicable to this evaluation.   | The contractor was not ready to start by the start date of August 2, 2018, manerous familiary and start of the contractor was not ready to start by the start date of August 2, 2018, manerous familiary and start on Aug 6, 2016. Site trainer on the start of the start on August 2, 2018, at pre-con meeting, it was discussed it wook as 6 days to work on Prease to which would reague on-eway trainer work on Studier Start Start Start of the August 2, 2018, at pre-con meeting, it was discussed it wook as 5 days to work on Prease to which would read with a start of the start of th |
|          | 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 problems/ submitted in time, cousing problems. Requires much additional staff time/resources.  N/A - The question is not applicable to this evaluation.  Did the contractor commence the work on time?  EX - Performance in this area can not be Exceptional  EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement.  ME - Contractor mobitizes and commences work according to the contract requirement with minor delay.  U - Contractor slow to mobitize and does not commences work according to the contract requirement with minor delay. | Fankling = I The contractor was not ready to start by the start date of August 2, 2018, numerous frams outstanding, Agreed to start on Aug 8, 2016. Site trailer was not set up and work did not commence unto Aug 9, 2016. At pre-con meeting, it was discussed it would take 5 days to work on Phase 1s, which would require one-way traffic west bound on Shutar Street between Microria S1 and Yongs St. This was relayed to the stablishicities to they were awared of the traffic adjustments required in order to Installation wollermain in this phase. PSSD started that, and did not complete Phase to shiftline following week. hence the traffic management, POO requirements and notification to the stakeholdrens spilled over into the following week. PSSD did not provided smally updates on their work schedule.   |

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| (LE      | TORONTO CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15  | Four Seasons Site Development Ltd. Dai Sept 29/   |
|----------|--|---|
| MI       | <ul> <li>E - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a</li> <li>MEETS EXPECTATIONS - Consistently met expectations in all</li> </ul>  | uality of performance and work in all areas of responsibility adding value to the project.  Il essential areas of responsibility and quality of performance and work overall excellent  I essential areas of responsibility with few if any issues.  more essential areas of responsibility. Usually requires some additional staff time and resources.   |
| Fc<br>eD | r ranks of U and EX, Evaluator's must provide comments with<br>oc #s wherever possible. Comments for I, ME, EE ranks are o   | n detalls and links to specific minutes, consultant reports, memos, log notes etc. Provide<br>ptional.  |
| 4        | Did the contractor adequately staff and resource the project in co   |   |
|          | 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 shways well maintained and available when needed. ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is susally available, no delays.  I - Adequalely staffed, periodically hinders project, equipment needed often available, minor delays.  U - Poorly staffed, equipment is not available or reliable constantly resulting in delays.  NIA - The question is not applicable to this evaluation. | Contractor previded too many contacts - 3 contacts to 1 PRJ, all overlapping in information. Earlier you are receiving emails from all or none. Pre-con meeting confirmed Project engineer and Robit for official correspondance, Nick and site happector alle issues, and hack up fiyle. Marco was included in the loop and numerous email were sent and challenging the tracking of correspondance. |
| 5        | Did the contractor provide adequate & competent site supervision   | 7? ranking = 1  |
|          | EX - Exceptional site supervision enticipating 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 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.  | For watermain component, Sie supervisor is adequate but not onsite on delly basis. Project Engineer visited the site and ent<br>City inspector and sub-contractor were onsite. Sept 21, 2016.   |
| 6        | Did the contractor effectively coordinate and manage the work of   |   |
|          | 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 1. The majority of coordination and management meets project requirements but moderant rework required. Requires some additional staff time/resources.  U - Confractor does not effectively coordinate and manage the work of its subcentractors and requires extensive rework. Requires much additional staff time/resources.  NA - The question is not applicable to this evaluation.   | No sits supervision of sub contractions. Skid plates had to be repeatedly brought up to be addressed befrom the issuers was<br>managed. FSSO did not address the lasue until after the fact as no one was ensite to verify the location of the photos sent by<br>the PNI regarding skid plates not being countersurely.   |
| 7        | Did a person with decision-making authority represent the contract   | flor at pay/progress meetings? rank = ME  |
|          | EX - PaylProgress meetings always attended by decision-making authority. Adds value to project. EE - PaylProgress meetings always attended by decision-making authority. ME - PaylProgress meetings usually attended by decision-making authority.  I - PaylProgress meetings mostly have sufficient representation by decision-making authority. U - PaylProgress meetings have little or no attendance by decision-making authority. N/A - The question is not applicable to this evaluation.  |   |
| 8        | Did the contractor submit timely, relevant requests for information  | (RFIs) as needed? ranking = ME  |
|          | EX - Timely, accurate and in accordance with contract enticipating and avoiding problems and delays.  EE - Timely, accurate and in accordance with contract.  ME - Usually timely, accurate and in accordance with contract.  I - Frequently tate, sometimes in inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources.  U - Constantly tate, inaccurate, requiring frequent reminders, seldom in  |   |

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| 000      | TORONTO CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15   |  | Date<br>Sept 29/1                                   |
|----------|---|--|---|
| MI<br>L- | - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a - MEETS EXPECTATIONS - Consistently met expectations in all IMPROVEMENT NEEDED - Performance tailed to meet expectations in most one or UNSATISFACTORY - Consistently below expectations in most essential a   | more essential areas of responsibility. Usually requires some additional staff time and resource<br>reas of responsibility. Usually requires much additional staff time and resources.                       | s.  |
| Fo<br>eD | r ranks of U and EX, Evaluator's must provide comments with<br>oc#s wherever possible. Comments for I, ME, EE ranks are o   | h detalls and links to specific minutes, consultant reports, memos, log no<br>ptional.   | oles etc. Provide                                   |
| 29       | Were shop drawings submitted according to shop drawing sched  | Jule and in compliance with the contract?  | ranking = ME  |
|          | 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 once 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. |  |   |
| D        | EXECUTION - Work Parformance  | COMMENTS/BACKUP  |   |
| 01       | Did the contractor complete the project on time?  |  | ranking = ME  |
|          | 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 some additional staff time/resources.  N/A - N/A is to be chosen for all but the final evaluation once the protect is completed.                             |  |   |
| D2       | Did the contractor follow the approved schedule and meet milesto  | ones?  | ranking = 1   |
|          | 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.  | No. For Phase 1a coordination, FSSD did not start this phase as originally discussed on Aug 8, 2018,<br>the work in the phase in Sdays. The work spilled over and effected the stakeholder commitment to mit | so may and not complete, initiating traffic issues. |
| 03       | Did the contractor provide effective quality control?   |  | ranking = ME  |
|          | EX - Exceptional QA/QC. No deficiencies. Adds value to Project.  EE - Excellent QA/QC, Nitror 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.  NA - The question is not applicable to this evaluation.   |  |   |
| )4       | Did the contractor keep the site clean and free of trash and debris   |  | ranking = 1   |
|          | EX - Performance in this area can not be Exceptional EE - Project site kept very clean and free of trash and debrits 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 visibilit usaft and debris N/A - The question is not applicable to this avaiuation  | Porta polity relocation directly infront of peoples homes was an issue, trash noticed in some areas, FS  | SD had to be notified.                              |
| 05       | Did the contractor promptly comply with change orders, change d   |  | ranking = 1   |
|          | 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 crdars, 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. NIA - The question is not applicable to this evaluation                         | Ports potly relocation and skid plate countersinking took a few days before finally being addressed. No<br>enmediately.  | ot addressed  |

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| D            | TORONTO  CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15  | Four Seasons Site Development Ltd.  | Date:            |
|--------------|---|---|------------------|
| ME<br>1-     | EXCEPTIONAL - Far exceeded expectations due to exceptionally high qu     EXCEEDS EXPECTATIONS - Consistently exceeded expectations in al     MEETS EXPECTATIONS - Consistently met expectations in all  | nore essential areas of responsibility. Usually requires some additional staff time and resources | Sept 29/16       |
| For<br>eD    | ranks of U and EX, Evaluator's must provide comments with<br>or #s wherever possible. Comments for I, ME, EE ranks are op   | details and links to specific minutes, consultant reports, memos, log no<br>blonal.               | tes etc. Provide |
| DB           | Did the contractor seek authorization to perform extra or addition:   | al work?  | ranking = ME     |
|              | EX - Performance in this area can not be Exceptional<br>EE - Provides quote and proceeds only after approval received<br>Occasionally expands scope at no cost to GBy.<br>ME - Provides quote and proceeds only after approval received<br>I - Occasionally proceeds with work before quote reviewed and<br>approved.<br>U - Frequently proceeds with work without review or approval<br>N/A - The question is not applicable to this evaluation.   |   |                  |
| D7           | Did the contractor adequately address disputes, damages and cla   | alms 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. It sometimes on good terms with subcontractors, utilities and public Resolves disputes. Items 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 a:  | cceotable?  |                  |
| D8.1         | <ul> <li>Look ahead schedules or work plans</li> </ul>  |   | ranking = 1      |
| D8.2         | <ul> <li>Accurate and complete record documents (as-build)</li> </ul>   |   | ranking = 1      |
| D8.3<br>D8.4 | <ul> <li>Complete operations and maintenance manuals a</li> </ul>   |   | ranking = 1      |
| D8.5         | Secure and/or closed applicable municipal permit  | 5   | ranking = ME     |
| D8.6         | Startup testing and commissioning reports     Training plan and manuals   |   | ranking = I      |
|              | 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 bite 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.  |   |                  |
| = 100        | ADMINISTRATION - Contractor Performance and Diligen   | GE COMMENTS/BACKUP  |                  |
| E1           | Did the contractor communicate, cooperate, collaborate with the contract adminis  |   | ranking = 1      |
|              | EX. Communication with the contract indiministrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE. Communication with the contract doministrator and all stakeholders excellent and in accordance with the contract documents.  NE. Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract atministrator and all stakeholders poor and causes periodic problems. Requires some additional staff breintescures or periodic problems. Requires some additional staff breintescures and the cause of constain problems. Storgly reported to society and all stakeholders poor and the cause of constain problems. Storgly reported to society and all stakeholders poor and the cause of constain problems. Storgly reported to society and all stakeholders poor and the cause of constain problems. Storgly reports.  Requires much additional staff time/resources.  NIA - The question is not applicable to this evaluation. | Contractor did not provided adequate communication on the updates required on site matters,       |                  |
| E2           | Did the contractor participate in resolving project problems and display initiative to  | o 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, neasonable solvinons, quotos and timelinas offered to solve.  I - Reluctant to cooperate. Few reasonable solvitions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff timelresources to resolve.  U - Rarelly cooperates. Few reasonable solutions offered Many arguments, expensive Change Orders and regulars much additional staff timelresources to resolve. NA - The question is not applicable to this evaluation.  |   |                  |

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| 6              | TORONTO CPE Definitions & Comments/Backup<br>version 1.2 - Feb 25-15   | - Four Seasons Site Development Ltd. Date  |
|----------------|--|--|
| ME<br>1-<br>U- | <ul> <li>EXCEPTIONAL - Far exceeded expeciations due to exceptionally high.</li> <li>EXCEEDS EXPECTATIONS - Consistently exceeded expeciations in a MEETS EXPECTATIONS - Consistently met expectations in no MIPROVEMBIT NEEDED - Performance failed to meet expectations in one of UNSATISFACTORY - Consistently below expectations in most essential</li> </ul>  | r more essential areas of responsibility. Usually requires some additional staff time and resources<br>areas of responsibility. Usually requires much additional staff time and resources. |
| eD             | to as wherever possible. Comments for I, ME, EE ranks are  |  |
| E3             | Did the contractor demonstrate accountability for problems for which they whe  | re responsible? ranking = ME   |
|                | EX - Cooperates in solving their problems and others. Creative evolutions add value. Always accepts respensibility for their arons with no argument and quick resolution. HE - Always accepts responsibility for their arons with no argument and quick resolution.  ME - Always accepts responsibility for their arons with no argument and quick resolution.  ME - Consistently cooperates in solving problems (damages, errors, oministors, defection work) usually accepting responsibility. Few arguments and quick resolution.  I- Reflectant to solve problems, impunitly avoiding responsibility for their arons. Moderate number of arguments and requires some additional staff time/resources to resolve.  U - Rarally actionveledges problems, swiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve.  N/A - The question is not applicable to this evaluation.   |  |
| E4             | Did the contractor submit accurate, complete invoices in a timely manner?  | ranking = ME   |
|                | EX - Performance in this area can not be Exceptional EE - No errors, accurate representation of work completed ME - Few bring errors, quickly corrected and submitted I - Some billing errors, corrected and submitted requiring some staff time/resources to resolve U - Toe many errors, frequent misrepresentations of completed work requiring much staff time/resources to resolve N/A - The question is not applicable to this evaluation.   |  |
| Ē5             | Did the contractor provide competitive change order pricing?   | ranking = ME   |
|                | EX - Change order quotes are reasonable, timely. Occassionally expends scope at not cost to City.  EE - Change order quotes are reasonable and timely; no unresolved issues.  NE - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues.  I - refuctor it to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve.  U - Contractor is not witing 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.  |  |
| E6             | Did the contractor accept responsibility for the full scope and extent of the contr  | ranking = ME   |
|                | EX - Complete acceptance of their scope and financial responsibility.<br>No ommissions, no arguments. Value added to project by suggestions<br>improving scope or reducing City cost.<br>EE - Complete acceptance of their scope and financial responsibility. No<br>ommissions, no arguments must most resolved in responsibility. Few<br>ommissions and few arguments most resolved to City's satisfaction<br>1 - Poor acceptance of their scope and financial responsibility. Several<br>ommissions and several arguments, some not resolved to City's<br>satisfaction. Requires some additional staff timeleffort.<br>U - Poor acceptance of their scope and financial responsibility. Many<br>ommissions and many fivious arguments often not resolved to City's<br>satisfaction. Requires some and financial responsibility. Many<br>ommissions and many fivious arguments often not resolved to City's<br>satisfaction. Requires much additional staff timeleffort.<br>N/A - The question is not applicable to this evaluation. |  |
| 7              | Ad the centractor coordinate to minimize disruption to the public and City opera   | ations? ranking = ME   |
|                | 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.  1 - Poor coordination/planning other residing, sometimes resulting in unstalled staff and public.  Requires some additional staff time/resources.  U - Poor or no coordination/planning usually reactive, often resulting in unstalled staff and public. Requires much additional staff time/resources.  N/A - The question is not applicable to this evaluation.   |  |

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| M Torn   | Contractor Performa  | ince Evaluation                               |                       |               |               |          | Final<br>Interim # | ¥ 2      |
|--|--|---|-----------------------|---------------|---------------|----------|--------------------|----------|
| TEIL FORES   | version 1.2 - F  |   |                       |               |               | DAT      | _                  | ac 06/16 |
| CONTRACTOR:  |  |   |                       |               |               |          |                    |          |
| PROJECT NAME:  |  |   |                       |               |               |          |                    |          |
| DESCRIPTION:   | Watermain replacement, Waterservice upgrads and Major Roa  | d Resurfacing and Watermain                   | Trench Restora        |               |               | Ran      | king               |          |
| CONTRACT No.:  |  | START DATE:                                   | Aug 2/2016            | Fo            | r defini      |          | er to Backup       | c sheets |
| CONTRACT VALUE:  | \$3,261,824  | COMPLETION DATE:                              | Dec 16/16             | U             | _             | _        | EE EX              | -        |
| A. SAFETY & C  | OMPLIANCE- Laws & Standards  | THE RESERVE AND ADDRESS OF THE PARTY NAMED IN | sub-score             | 3.00          |               | TO SEC.  |                    | : 25%    |
|  | or comply with OHSA requirements?  |   | 100000000             | CALL          |               | 1        | The state of       | 1 200    |
|  | or adhere to environmental, (non-OHSA) safety requireme  | ents, and other laws & notice                 | ies?                  | $\vdash$      |               | 1        |                    | -        |
| 3. Did the contracto   | or take adequate precautions with any hazardous materia  | is and designated substan                     | ces?                  |               | -             | $\vdash$ |                    | 1        |
|  | ompliance with Contract Standards & Specific   |   | sub-score             | 2 50          | 100           | 1        | 12 (minh)          | : 25%    |
|  | or comply with standards and specifications in the contrac   |   | 200,400,0             | 2.07          | 1             |          | vveign             | 2079     |
|  | and workmanship in compliance with the contract docume   |   |                       | $\vdash$      | •             | 7        |                    | -        |
|  | or promptly & effectively correct defective work as the pro  |   |                       |               |               | -        |                    | 1        |
|  | ION - Work Plan and Management   | fact progresseur                              | sub-score             | 2 86          | 1             | 100      | 100-100            | 12.5%    |
| The second secon | or submit a satisfactory baseline schedule in compliance   | the contract?                                 | SUPPREMIE             | 2.00          |               | 1        | HVE TITE           | 12 375   |
|  | or commence the work on time?  | with the contract?                            |                       | -             |               | *        | -                  | -        |
|  | or submit schedule updates in accordance with the contra   | al2   |                       |               |               | 1        | No.                | -        |
|  | or adequately staff and resource the project in compliance   |   |                       |               | -             | 7        | -                  | -        |
|  | or provide adequate & competent site supervision?  | with the contract?                            |                       | -             | -             | -        | -                  | -        |
|  |  | atendam 2                                     |                       |               | 1             | 7        | -                  | -        |
| 7 Did a person with  | or effectively coordinate and manage the work of its subco<br>h decision-making authority represent the contractor at pa | ontractors?                                   |                       |               |               | 7        | 0.0                | -        |
|  |  |   |                       |               |               | 1        | -                  | -        |
|  | or submit timely, relevant requests for information (RFIs) a<br>ings submitted according to shop drawing schedule and in |   | met2                  |               | -             | 7        | -                  | -        |
|  |  | Compliance with the cont                      |                       | COL           |               |          |                    | TOWN.    |
|  | , EXECUTION - Work Performance sub-score 2.77 Weight 25%   |   |                       |               |               |          |                    |          |
| Did the contractor complete the project on time?     Did the contractor follow the approved schedule and meet milestones?  |  |   |                       |               |               | 1        | -                  |          |
|  |  |   |                       |               |               | 1        | -                  |          |
|  | r provide effective quality control?   |   |                       |               | -             | 1        |                    |          |
|  | w keep the site clean and free of trash and debris in comp   |   |                       |               | V             | -        |                    |          |
|  | or promptly comply with change orders, change directives   | , site instructions, and RFC                  | 187                   |               | 1             | -        | 100                |          |
|  | or seek authorization to perform extra or additional work?   |   |                       | -             |               | 1        | -                  |          |
|  | adequately address disputes, damages and claims with third par   |   |                       |               |               | 1        |                    |          |
|  | and submission timelines of the following items acceptable   | 87  |                       |               | _             | 7.1      |                    |          |
|  | Look ahead schedules or work plans   |   |                       |               | -             | ·        |                    | -        |
|  | Accurate and complete record documents (as-builts)   |   |                       |               | _             | -        |                    | 1        |
|  | Complete operations and maintenance manuals and clos   | eout documents                                |                       |               | _             | -        | -                  | 1        |
|  | Secure and/or closed applicable municipal permits  |   |                       |               |               | _        |                    | -        |
|  | Startup testing and commissioning reports  |   |                       | _             | _             | 4        | _                  | ,        |
|  | Training plan and manuals  |   | and the second second |               |               |          |                    | 1        |
|  | TION- Contractor Performance and Diligence   |   | sup acore             | 2.61          | -             |          | Vicin S            | 12.5%    |
|  | communicate, cooperate, collaborate with the contract administra   |   |                       | _             |               | 4        |                    | -        |
| A COMPANY OF THE PARTY OF THE P | r participate in resolving project problems and display init   |   | ns?                   |               | -             | 1        |                    |          |
|  | r demonstrate accountability for problems for which they   |   |                       | _             | -             | 1        |                    |          |
|  | r submit accurate, complete invoices in a timely manner?   |   |                       |               |               | 1        | 100                |          |
|  | r provide competitive change order pricing?  |   |                       | $\rightarrow$ | $\rightarrow$ | V        |                    |          |
| 6. Did the contracto   | r accept responsibility for the full scope and extent of the   | contract?                                     |                       | $\dashv$      | _             | 4        |                    |          |
| 7. Did the contracto   | r coordinate to minimize disruption to the public and City   | operations?                                   |                       |               | 1             |          |                    |          |
|  |  |   |                       | 2.7           | 7             |          | icore (we          | ighted)  |
|  | Name (Print or Type)   | Signature                                     |                       |               |               | Da       |                    |          |
| Project Manager:   | Dan Christensen  | Mait  | _                     | De            | £.            | 6,       | 2016               |          |
| Manager:   | Mohammad Kashani   | Marie   |                       | 0             | 6 [           | DEC      | 2016               |          |
| Director:  |  |   |                       |               |               |          |                    |          |
| (required for Final only)  | Frank Clarizio  NOTE: If the contractor disagrees with this evaluation, it is to submit its or                           | bjections in writing with supporti            | ng evidence within    | five (5)      | busir         | iess da  | ys to the I        | Division |
|  | Manager (for Interim Reports) or to the Division Director (for Final Report  | a)  |                       |               |               |          |                    |          |

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|---|---|--|
| - EXCEPTIONAL - Far exceeded expectations due to exceptionally high or - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a - MEETS EXPECTATIONS - Consistently met expectations in a IMPROVEMENT NEEDED - Performance failed to meet expectations in one or  | all essential areas of responsibility and quatry of performance and work overall excellent.<br>Il essential areas of responsibility with few if any issues.<br>more essential areas of responsibility. Usually requires some additional staff time and resources.   | Liec Utir  |
| r ranks of U and EX, Evaluator's must provide comments wit<br>oc#s wherever possible. Comments for I, ME, EE ranks are o  | h detalls and links to specific minutes, consultant reports, memos, log note<br>ptional.  | s etc. Provide   |
| SAFETY & COMPLIANCE - Laws & Standards  | COMMENTS/BACKUP   | Marine State   |
| Did the contractor comply with OHSA requirements?   |   | ranking = ME   |
| EX - Performance is this area can not be Exceptional EE - Strict compliance with OHSA requirements with no exceptions ME - Complies with OHSA requirements with very entiror issues that are Immediately remoded I - Inconsistent compliance with OHSA requirements; minor contraversions that are corrected; few if any lost time injuries and no critical injuries U - Does not comply with an appropriate safely program; lost time injuries, including but not limited to critical injuries; serious OHSA contraventions analizer convictions N/A - The question is not applicable to this evaluation.  |   |  |
| Did the contractor adhere to environmental, (non-OHSA) safety r   | equirements, and other laws & policies?   | ranking = ME   |
| EX - Performance in this area can not be Exceptional EE - Fully comples with environmental and (non-OHSA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems.  ME - Comples with above. Melimal problems, if any.  I - Inconsistent complisace with (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected.  J - 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.                                     |   |  |
| Did the contractor take adequate precautions with any hazardous   | materials and designated substances?  | ranking = N/A  |
| 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 bytaws ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bytaws; minor contraventions with swift correction I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bytaws; requires some additional staff lime/breaurces U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bytaws; requires much additional staff lime/breaurces. NIA - The question is not applicable to this evaluation. |   |  |
|   |   |  |
| Did the contractor comply with standards and specifications in the<br>EX - Sixtct adherence to contract documents. Approved variations<br>added value.<br>EE - Sixtct adherence to contracts documents especially standards and<br>specifications<br>ME - Some approved deviations but assentially in compliance with<br>standards and specifications<br>1 - Problems with compliance with standards and specifications in the<br>contract, but conflicts are resolved. Requires some additional staff<br>timefresources.<br>9 - Work frequently does not adhere to the contract standards and  | contract?  Temporary road restorations were not completed between Jarvis and Sherbourne in accordance with cost per \$5.29.0. Restoration Work, "temporary restoration of transches within readways, divieways, sidewalss easy to completed by the next working days after backfilling of the trench with unstainfulable fill according to minimum of 100mm fill of H.S. or match existing application apports, wastermain installation between Jarvis and Sherbourne (exclusing testing) we construction week #10, October 10 to 10, 2016. As of the date of this evaluation, December 6, 2016, bening the restoration of the surfaces. As a resset this has had, and confinues to have, negative impacts vehicle staffic as the readway has not been fully opened for the maintenance of traffic, 2) prefection restoration of the maintenance of traffic, 2) and photos 1, 2, 3, 1s support of temporary restoration issues. In addition to temporary restoration issues in addition to temporary restoration issues.  | TS 13.10 and a<br>internance of traffic,<br>is completed during<br>charsas have not<br>with respect to 1)<br>and resident<br>orth curb-line. Refer<br>rany road  |
|   | - EXCEPTIONAL - Far exceeded expectations due to exceptionally high or EXCEEDS EXPECTATIONS - Consistently met expectations in a IMPROVEMENT NEEDED - Performance failed to meet expectations in one or UNSATISFACTORY - Consistently below expectations in most essential or ranks of U and EX, Evaluator's must provide comments with ranks are or six wherever possible. Comments for I, ME, EE ranks are or SAFETY & COMPLIANCE - Lews & Standards  Did the contractor comply with OHSA requirements?  EX - Performance in this area can not be Exceptional EE - Strict compliance with OHSA requirements, with no exceptions ME - Complias with OHSA requirements, with very minor issues that are immediately remediately remediated to extend the second of the injuries, including but not fimited to critical injuries, serious OHSA contraversions that are corrected; few if any lost time injuries, including but not fimited to critical injuries, serious OHSA contraversions and/or convictions  N/A - The question is not applicable to this evaluation.  Did the contractor adhere to 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. Maintail problems, if any.  1 - Inconsistent compliance with (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.  Did the contractor take adequate precautions with any hazardous materials, policies and bylaws full or contract requirements for hazardous materials, policies or bylaws; minor contravertions with swift correction  I - Postiva in the problems of the properties of the policy, contract requirements for hazardous materials, policies or | EXCEDED EXPECTATIONS. Consistently seemed approximate the exceptions of the sense in the protect - EXCEDED EXPECTATIONS. Consistently media expectations in all essential areas of responsibility with few if any issues.  **MROVEMENT RESOLD-**Performance field by meet operations in all essential areas of responsibility with few if any issues.  **MROVEMENT RESOLD-**Performance field by meet operations in one or more essential areas of responsibility with few if any issues.  **MROVEMENT RESOLD-***Performance field by meet operations in not assential areas of responsibility usually requires much additional staff line and resources.  **UNSATISFACTORY - Consistently below expectations in not assential areas of responsibility. Usually requires much additional staff line and resources.  **UNSATISFACTORY - Consistently below expectations in not assential areas of responsibility. Usually requires much additional staff line and resources.  **UNSATISFACTORY - Consistently staff line and resources.  **UNSATISFACTORY - Consistently staff line and resources.  **SAFETYX ACOUNTIEST LINESE STAFFACTORY - Consistently staff lines and resources.  **SAFETYX ACOUNTIEST LINESE STAFFACTORY - Consistently staff lines and resources.  **SAFETYX ACOUNTIEST LINESE STAFFACTORY - Consistently reproduces and staff lines.  **Description of the staff lines.  **SAFETYX ACOUNTIEST LINESE STAFFACTORY - Consistently reproduces and staff lines.  **Description of the staff lines.  **SAFETYX ACOUNTIEST LINESE STAFFACTORY - Consistently reproduces and staff lines.  **Description of the staff lines.  **Descrip |

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|----------|--|--|--------------------|
| ME<br>I. | <ul> <li>EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a         <ul> <li>MEETS EXPECTATIONS - Consistently met expectations in a             IMPROVEMENT NEEDED - Performance failed to meet expectations in one or             UNSATISFACTORY - Consistently below expectations in most essential a</li> </ul> </li> </ul>  | uality of performance and work in all areas of responsibility adding value to the project. If essential areas of responsibility and quality of performance and work overall excellent If essential areas of responsibility with few if any issues.  more essential areas of responsibility. Usually requires some additional staff time and resources.  reas of responsibility. Usually requires much additional staff time and resources. |                    |
| eD.      | oc #s wherever possible. Comments for I, ME, EE ranks are o  |  | Provide            |
| B2       | Was the quality and workmanship in compliance with the contract  | t documents? ranking   | ng = ME            |
|          | 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 defiverables. 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. |  |                    |
| В3       | Did the contractor promptly & effectively correct defective work a   | s the project progressed? rankin   | ng = N/A           |
|          | EX - Performance In this area can not be Exceptional EE - Contractor promptly responds and addresses all defective work. All work to it the highest quality ME - Timely responses to correct defective work. Quality of work is average. I - Unecceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff timelresources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff timelresources. N/A - The question is not applicable to this evaluation.   |  |                    |
|          |  |  |                    |
| C.       | ORGANIZATION - Work Plan and Management  | COMMENTS/BACKUP  |                    |
| C1       | Did the contractor submit a satisfactory baseline schedule in com  |  | g = ME             |
|          | 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 to the contractor submitted baseline schedule and all submissions on time and complete to the contractor submitted majority of submissions and baseline schedule on time and complete 1 - Adequate number of submissions on time, resulting in new problemal 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.  | Yalinii  | y - mc             |
| C2       | Did the contractor commence the work on time?  | rankin   | g = ME             |
|          | EX - Performance in bits area can not be Exceptional EE - Centractor accolerates schedule and mobitizes and commences work shead of contract requirement. ME - Contractor mobitizes and commences work according to the contract requirement. I - Centractor mobitizes and commences work according to the contract requirement with minor delay. U - Contractor slow to mobitize and does not commences work according to the contract requirements, resulting in major delay. N/A - The question is not applicable to this evaluation.   |  |                    |
| СЗ       | Did the contractor submit schedule updates in accordance with the  | le confract? rankin  | g = ME             |
|          | 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 must be contracted. ME: - The contractor submits schedule updates usually timely, accurate and in accordance with the contract.  I - The contractor submits schedule updates periodically with some inaccurates but largely in accordance with to 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.   | Telline I  | g Artis            |

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| Di       | TORONTO CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15   | Four Seasons Site Development Ltd.   |
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| ME<br>I- | <ul> <li>EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a</li> <li>MEETS EXPECTATIONS - Consistently met expectations in a<br/>IMPROVEMENT NEEDED - Performance failed to meet expectations in one or</li> </ul>  | uality of performance and work in all areas of responsibility adding value to the project.   |
| Fo<br>eD | r ranks of U and EX, Evaluator's must provide comments wit<br>oc#s wherever possible. Comments for I, ME, EE ranks are o  | h details and links to specific minutes, consultant reports, memos, log notes etc. Provide<br>pbonal.  |
| C4       | Did the contractor adequately staff and resource the project in co  | ompliance with the contract? ranking = ME  |
|          | 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.  ARE - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no detays.  I - Adequatry staffed, partodically hinders project, equipment needed often available, minor delays.  U - Poonly staffed, equipment is not available or reliable constantly resulting in delays.  N/A - The question is not applicable to this evaluation. |  |
| C5       | Did the contractor provide adequate & competent site supervision  | n? ranking =   |
|          | EX - Exceptional site supervision anticipaling problems and adding significant value to the project.  EE - Woll 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 indering project. Requires much additional staff time/resources.  N/A - The question is not applicable to this evaluation.  | Nore attention with respect to maintenance of traffic control, house-keeping, etc. would be beneficial as issues inganding these terms needed to be pointed out by city stalf at times. Refer to attached emails g, h, i, j. |
| C6       | Did the contractor effectively coordinate and manage the work of  | its subcontractors? ranking = ME   |
|          | 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 1 - 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 estensive rework. Requires much additional staff time/resources. NIA - The question is not applicable to this evelocation.   |  |
| 77       | Did a person with decision-making authority represent the contract  | clor at pay/progress meetings? rank = ME   |
|          | EX - PaylProgress meetings always attended by decision-making authority. Adds value to project.  EE - PaylProgress meetings always attended by decision-making authority  ME - PaylProgress meetings usually attended by decision-making authority  I - PaylProgress meetings mostly have sufficient representation by decision-making authority  U - PaylProgress meetings have tittle or no attendance by decision-making authority  N/A - The question is not applicable to this evaluation.   |  |
| 28       | Did the contractor submit timely, relevant requests for information   | (RFIs) as needed? ranking = ME   |
|          | 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  1 - Frequently late, sometimes faccurate, and sometimes not in accordance with contract faccurates additional staff time and resources.  U - Constantly late, inaccurate, requires some additional staff time and resources.  IV - Constantly late, inaccurate, requires much additional staff time and resources.  N/A - The question is not applicable to this evaluation.  |  |
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| MI<br>(- | EXCEPTIONAL - Far exceeded expectations due to exceptionally high qua- EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all MEETS EXPECTATIONS - Consistently met expectations in all  | nore essential areas of responsibility. Usually requires some additional staff time and resources.                                | Dec          | Jul II        |
| FO<br>eD | rranks of U and EX, Evaluator's must provide comments with<br>oc#s wherever possible. Comments for I, ME, EE ranks are op  | details and links to specific minutes, consultant reports, memos, log note titonal.   | s etc. Provi | de            |
| C9       | Were shop drawings submitted according to shop drawing schedu  | ule and in compliance with the contract?  | ranking =    | ME            |
|          | 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 all 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 schedules 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. |   |              |               |
| D.       | EXECUTION - Work Performance   | COMMENTS/BACKUP   |              |               |
| 01       | Did the contractor complete the project on time?   |   | ranking = 1  | ME            |
|          | 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 title effort to mitigate delay. Requires much additional staff time/resources.  N/A - N/A is to be chosen for all but the first evaluation once the project is completed.                               |   |              |               |
| 02       | Did the contractor follow the approved schedule and meet milestor  | nes?  | ranking = 1  | ME            |
|          | EX - Maintains an accelerated project schedule resulting in early completion of project before confinct completion date EE - Meets all millestones 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 missed. Requires much more additional staff time/resources. N/A - The question is not applicable to this evaluation.  |   |              |               |
| )3       | Did the contractor provide effective quality control?  |   | ranking = 1  | ME            |
|          | EX - Exceptional CAVICC. No deficiencies. Adds value to Project. EE - Excellent QAAC. 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 QAVICC. Many deficiencies which requires much additional staff time and effort to correct. NA - The question is not applicable to this evaluation.  |   |              |               |
| 04       | Did the contractor keep the site clean and free of trash and debris  |   | ranking = 1  |               |
|          | EX - Performance in this area can not be Exceptional EE - Project site kept very clean and free of trash and debris ME - Most Insth, 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 visibile trash and debris N/A - The question is not applicable to this evaluation.  | Please refer to the latter comments in item B1 above;   |              |               |
| 05       | Did the contractor promptly comply with change orders, change dir  |   | ranking = 1  |               |
|          |  | Please refer to the comments with respect to teomprary restorations in item B1 above. Requestes to hav<br>completed were not met. | a this work  |               |

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| Mi<br>I- | C - EXCEPTIONAL - Far exceeded expectations due to exceptionally high questions are supported by the exceeded expectations in a sea MEETS EXPECTATIONS - Consistently met expectations in a sea MEETS EXPECTATIONS - Consistently met expectations in an IMPROVEMENT NEEDED - Performance failed to meet expectations in most expectations in most essential are UNISATISFACTORY - Consistently below expectations in most essential are  | more essential areas of responsibility. Usually requires some additional staff time and resourc<br>reas of responsibility. Usually requires much additional staff time and resources. |  |
| Fo<br>eD | r ranks of U and EX, Evaluator's must provide comments with<br>oc#s wherever possible. Comments for I, ME, EE ranks are op  | details and links to specific minutes, consultant reports, memos, log national.   | otes etc. Provide  |
| D6       | Did the contractor seek authorization to perform extra or addition  | al work?  | ranking = ME   |
|          | EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Ocassionally expands accept 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 approvat.  |   | 10.374   |
|          | N/A - The question is not applicable to this evaluation.  |   |  |
| D7       | Did the contractor adequately address disputes, damages and cla   | nims with third parties to City PM's knowledge  | ranking = ME   |
|          | EX - On exceptional terms with subcontractors, utilities and public. No disputes. No lens 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, lens and formal claims promptly.  I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, lens and formal claims requiring some staff time and effort.  U - Ranely 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 as  | cceptable?  |  |
| D8.1     | <ul> <li>Look ahead schedules or work plans</li> </ul>  | araption (  | ranking = ME   |
| D8.2     |   |   | ranking = N/A  |
| D6.3     | <ul> <li>Complete operations and maintenance manuals a</li> </ul>   | nd closeout documents   | ranking = N/A  |
| D8.4     | <ul> <li>Secure and/or closed applicable municipal permits</li> </ul>   | 5   | ranking = N/A  |
| D8.5     | <ul> <li>Startup testing and commissioning reports</li> </ul>   |   | ranking = ME   |
| D8.6     | Training plan and manuals   |   | ranking = N/A  |
|          | 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 tale and of poor quality. Remaining revised and resubmited slowly requiring some additional staff time and resources.  U - Most submissions tale and of poor quality, which revision and resubmissions requiring some additional staff time and resources.  N/A - The question is not applicable to this evaluation.  |   |  |
| E        | ADMINISTRATION - Contractor Performance and Diligeno  | te COMMENTS/BACKUP  |  |
|          | Did the contractor communicate, cooperate, collaborate with the contract adminis-   |   | 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 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 timely exerces.  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 timelessources.  NIA - The question is not applicable to this evaluation. |   | The state of the s |
| Ę2       | 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. Carki resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, siar Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, questes and timelines offered to solve. 1- Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff timelresources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff timefresources to resolve. NA - The question is not applicable to this evaluation.  |   |  |

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| MI<br>[-<br>U | (- EXCEPTIONAL - Far exceeded expectations due to exceptionally high q<br>- EXCEEDS EXPECTATIONS - Consistently exceeded expectations in a<br>E- MEETS EXPECTATIONS - Consistently met expectations in a<br>IMPROVEMENT NEEDED - Performance faited to meet expectations in one or<br>- UNSATISFACTORY - Consistently below expectations in most essential a   | more essential areas of responsibility. Usually requires some additional staff time and resources.<br>areas of responsibility. Usually requires much additional staff time and resources.                             |
| eD.           | r ranks of U and EX, Evaluator's must provide comments will<br>loc #s wherever possible. Comments for I, ME, EE ranks are o  | h detalls and links to specific minutes, consultant reports, memos, log notes etc. Provide<br>ptional.  |
| E3            | Did the contractor demonstrate accountability for problems for which they when   | e responsible? ranking = ME   |
|               | EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution.  EEF - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument end quick resolution.  ME - Consistently cooperates in solving problems (damages, errors, ommissions, defective work) useally accepting responsibility. Few arguments and quick resolution.  I - Reluctant to solver problems, frequently avoiding responsibility for their errors, Moderate number of arguments and requires some additional staff timalresources to resolve.  U - Rarely acknowledges problems, svoiding responsibility and compounds them. Argumentative requiring much additional staff timelresources to resolve.  N/A - The question is not applicable to this evaluation. |   |
| E4            | Did the contractor submit accurate, complete invoices in a timely manner?  | ranking = ME  |
|               | EX - Performance in this area can not be Exceptional<br>EE - No arrors, accurate representation of work completed<br>ME - Few bitting arrors, quickly corrected and submitted<br>I - Some bitting errors, corrected and submitted requiring some staff<br>time/resources to resolve<br>U - Teo many arrors; frequent mis representations of completed work<br>requiring much staff time/resources to resolve<br>N/A - The question is not applicable to this evaluation.   |   |
| E5            | Did the contractor provide competitive change order pricing?   | ranking = ME  |
|               | 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 negolistic, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve.  U - Confractor is not willing to compromise. Difficult, if not impossible, to negoliate write, many unresolved issues requiring much additional staff time/resources.   |   |
| E6            | Did the contractor accept responsibility for the full scope and extent of the contra   | act? ranking = ME   |
|               | EX - Complete acceptance of their scope and financial responsibility. No ommissions, no arguments. Value added to project by suggestions improving scope or reducing City cost.  EE - Complete acceptance of their scope and financial responsibility. No ommissions, no arguments.  ME - Good acceptance of their scope and financial responsibility. Pew ommissions and few arguments most resolved to City's satisfaction 1 - Poor acceptance of their scope and financial responsibility. Several ommissions 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 emissions and many timotous arguments often not resolved to City's satisfaction. Requires some deditional staff time/effort.  N/A - The question is not applicable to this evaluation.                    |   |
| Ē7            | Did the contractor coordinate to minimize disruption to the public and City operat   |   |
|               | EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public.<br>EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public.<br>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.<br>U - Poor or on coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources.<br>NIA - The question is not applicable to this evaluation.   | R is believed that temporary restorations between Janio and Sherbourne would have malerized disruptions to the public and City Operations. Refer to comments with respect to temporary resterations in item 81 above. |

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Michael Pacholok, Directo

Purchasing & Materials Management Division City Hall 100 Queen Street West 108 Floor, West Tower Toronto, ON MSH 2N2 Joanne Kehoe Manager Construction Services

February 9, 2017

via email (2 Pages)

Rohit Bansal Four Seasons Site Development Inc. 42 Wentworth Court, Unit I 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: <a href="http://www.toronto.ca/legdocs/municode/1184">http://www.toronto.ca/legdocs/municode/1184</a> 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 <a href="http://www.toronto.ca/legdocs/tmmis/have-your-say.htm">http://www.toronto.ca/legdocs/tmmis/have-your-say.htm</a> 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-T1-11SP - College

- Revised Interim CPE 16ECS-TI-11SP
- Warning Letter Four Seasons 16ECS-TI-11SP Interim #1
- 16ECS-TI-11SP Termination 161005

# 16ECS-T1-18SP - 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