



REPORT FOR ACTION

Suspension of Aplus General Contractors Corp.

Date: March 4, 2019

To: Infrastructure and Environment Committee

From: General Manager, Toronto Water

Chief Purchasing Officer, Purchasing and Materials Management

Wards: All

SUMMARY

This report recommends that City Council declare Aplus General Contractors Corporation ("Aplus") ineligible to bid on, or be awarded any City of Toronto contracts for a period of three (3) years given the significance of its unacceptable and poor performance and management. This recommendation is based upon repeated unacceptable and poor performance and management by Aplus on Contract MCP-13-18WS, Tender 2-2015, Ellesmere Pumping Station Power Generators Upgrade.

The poor performance by Aplus was documented through five contractor performance evaluations completed between November 2016 and November 2018. Further, refusals to comply by Aplus resulted in four notices of default being issued by the City against Aplus. Based on this poor performance, the Chief Purchasing Officer suspended Aplus for a period of 6 months, beginning October 30, 2018 until April 30, 2019, pending Council's decision with this report.

RECOMMENDATIONS

The General Manager, Toronto Water, and the Chief Purchasing Officer, Purchasing and Materials Management Division, recommend that:

1. City Council declare Aplus General Contractors Corporation ("Aplus") and any affiliated persons, as defined in Chapter 195, ineligible to bid on or be awarded any City of Toronto contracts as a supplier of goods and/or services or as a subcontractor to such a supplier, including any options, renewals or extensions of existing contracts, for a total period of three (3) years commencing upon the date the current temporary suspension imposed through the delegated authority of the Chief Purchasing Officer, Purchasing and Materials Management Division expires.

FINANCIAL IMPACT

There is no financial impact from these recommendations.

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial impact information.

DECISION HISTORY

At its meeting of April 25, 2016, the Public Works and Infrastructure Committee awarded Tender Call No. 2-2015, Contract MCP-13-18WS, to Aplus General Contractors Corp. for the Ellesmere Pumping Station Power Generators Upgrade, as the lowest bidder meeting the specifications and in accordance with the Contract Details. The Bid Committee decision can be found at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2016.PW12.4>

COMMENTS

Program and Project Background

Ellesmere reservoir and pumping station is a key water storage and distribution hub serving 500,000 residents and annually supplying 30 billion litres of water to York Region and plays a significant role in the City's water security needs.

The Ellesmere Pumping Station Power Generators Upgrade are part of the Toronto Water Treatment & Supply Standby Power Program to improve aging infrastructure. The current Toronto Water Treatment & Supply (WT&S) infrastructure was largely built from 1954 through to 1980 although there are some system elements dating back to the early 1900s. As such, most facilities are either at the middle or end of normal lifecycles.

The City's Water Treatment & Supply (WT&S) Sustainability Strategy objectives are to meet future growth requirements, address regulatory changes, optimize processes, achieve revenue benefits, and maintain effective and reliable service delivery to approximately 3.5 million residents and businesses in Toronto and portions of York Region.

The Strategy is based on the four key elements of water quality, water quantity, infrastructure renewal and energy optimization and includes the following plans and studies: a Water Quality Master Plan, Joint Optimization Study, System Sustainability Study, Toronto Water Energy Optimization Master Plan, and Facility Condition Assessments. A significant component of the System Sustainability Study relates to improvements to the standby power facilities at key water treatment plants and pumping stations.

In August, 2003, a widespread electrical blackout in Southern Ontario revealed gaps in Toronto Water's ability to provide adequate drinking water supply for extended periods of power disruption. A study on system sustainability was completed in 2008 to specify standby power and water storage requirements to enable the City to supply water for at least 72 hours following a major power loss. Since the beginning of the program, Toronto Water has spent approximately \$10 million towards improvements to the standby power facilities at key water treatment plants and pumping stations. The

Division plans to spend an additional \$51 million over the next five-year period and an additional \$77 million over the following five-year period for a total of \$139 million.

This level of investment will ensure Toronto Water is capable of producing and delivering sufficient high quality drinking water for all its customers, meeting all current and potential legislated requirements.

Overview of Ellesmere Contract

On April 25, 2016 Aplus was awarded Toronto Water contract MCP-13-18WS. This contract was issued in support of Toronto Water's System Sustainability initiative and the Toronto Water Strategic Plan capital program to upgrade the Ellesmere Pumping Station including its east reservoir and power generators. The upgrades encompassed the addition of a new high capacity 2 meter diameter watermain connection into the reservoir allowing for future increased supply directly from the Horgan Water Plant. Also included in the upgrades was the construction of a new generating station, complete with installation of 10 megawatts of new power generating equipment intended to allow the City to maintain uninterrupted operation during any power outage, as well as creating revenue for the City under the Toronto Hydro DR3 program.

Purchasing and Materials Management Division (PMMD) issued the tender in 2015. The tender made reference to, and the Contracts themselves included, the Contractor Performance Evaluation Procedure in the conditions of the contract as a method for monitoring and evaluating performance. The value of the contract was \$23,835,000.00 net of all taxes and charges. Construction started on June 8, 2016.

At the commencement of construction, Aplus submitted a construction schedule indicating substantial completion by June of 2018 and total completion by August of 2018, consistent with the contract terms.

Unacceptable and Poor Performance on the Contract

Aplus' unacceptable and poor performance on Contract MCP13-18WS has been significant and include but are not limited to the key following matters.

Water Security

Aplus' schedule had the east reservoir shutdown from May 15, 2017 to September 11, 2017 to minimize the impact to City's water supply. Completion of the east reservoir was also necessary in advance of other critical plant upgrades. A properly sequenced construction schedule and work plan was required to ensure the timely completion of all work. As of March 16, 2018, when it ceased active work on the project, Aplus had not returned the reservoir to service.

The City advised Aplus on numerous occasions of the criticality of returning the reservoir to active service as soon as possible, but Aplus failed or refused to undertake the necessary work to do so.

As a result, to protect the City's interests and the security of its water supply, it became necessary on April 20, 2018, for the City to notify Aplus that its right to perform the remaining work on the reservoir was terminated.

The City mobilized its own forces and sealed, cleaned and disinfected the reservoir to put it back into service in an effort to mitigate the City's risk.

Safety

Aplus has failed to properly supervise and adhere to health and safety requirements at the project site and for the work.

The lack of proper supervision and the safety violations by Aplus are illustrated in Photos 1 to 7 attached to this report. It is evident that Aplus has not displayed a strong commitment to ensuring workplace and worker safety. These safety violations have a high risk of resulting in serious injury or death to workers.

Aplus has also failed to submit key documentation or obtain the required approvals from the Contract Administrator in a timely manner, or at all, to establish health and safety and other contractual compliance.

On November 18, 2016 Aplus did not obtain approval of the Contract Administrator prior to concrete being poured for a large portion of the building nor were adequate documentation submitted to the Contract Administrator to allow the Contract Administrator to verify that the safety of all site personnel was adequately protected, as required by the contract.

OHSA Regulations 213/91, clauses 87-92, and most importantly clause 87(3)(a) and 87(3)(b), require, among other things, verification by a professional engineer that working loads of formwork are designed, constructed, supported and braced in accordance with good engineering practice to preclude failure, possible injuries and property damage. Without such verification, site safety is at risk. Photo 1 and Photo 2 illustrate the risk posed to workers and staff if proper safety precautions are not verified. The potential for serious injury or death may result.

Again, on February 9, 2017 Aplus did not obtain approval of the Contract Administrator or submit required documentation to the Contract Administrator prior to modifying the excavation supporting system.

OHSA Regulations 213/91 Sections 236 (3) (d) and 236 (5) require support systems to be designed by a professional engineer and constructed, installed, used and maintained in accordance with such design drawings and specifications. The design drawings require indication of how the installation and removal of the system shall be achieved. Any variance from the engineering design drawings and specifications requires approval in writing by a professional engineer.

Without such verification, site safety is at risk. As a result of Aplus' failure to submit the required documentation and obtain Contract Administrator approval, the work was delayed pending their receipt.

These important safety laws require critical actions to be completed by a professional engineer to ensure the safety of workers in the area. Serious injury or death can occur from a failure to properly support an excavation from collapse at a work site. It was necessary to stop work until proper worker protection was in place. Refer to Photo 3 and Photo 4 for further detail.

The City's concerns are consistent with the recommendations of the Norman Inquest recommendations which called for increased diligence and safety monitoring.

Harassment

On two other occasions the City was confronted with two separate harassment incidents as defined by the OHSA.

On August 3, 2016 an incident of inappropriate conduct by Aplus staff was reported that required investigation under the City's Human Rights and Anti-Harassment/Discrimination Policy (HRAP). The Aplus Site Supervisor at a project meeting raised his voice in a threatening manner, used profane language, and approached the Contract Administrator's representative in a very aggressive manner. It appeared that a physical altercation could have resulted but for the actions of others present who convinced the Site Supervisor to restrain himself. Aplus was slow to respond to City requests and required 3 months to comply with the City Anti-Harassment/Discrimination policy.

On May 11, 2017, the City received a letter from Aplus alleging inappropriate comments by a City staff person against Aplus that it alleged occurred during a meeting on May 10, 2017. The City investigated, per OHSA and City Human Rights Office requirements, included interviewing Aplus staff, Contract Administrator and City witnesses and the review of the May 10, 2017 meeting minutes. Evidence and witness accounts supported that the inappropriate and disparaging comments were, in fact, made by Aplus staff, including the president of Aplus, against the City's Contract Administrator. The City summarized its findings in a letter to Aplus June 9, 2017 and cautioned Aplus against making vague and vexatious allegations that were obstructive and inconsistent with their contractual obligations.

On one additional occasion on November 22, 2017, the president of Aplus made comments to a City staff person with the apparent attempt to intimidate and harass this person including references to knowing where the staff person lived. This occasion was resolved without a more formal harassment resolution process and the president of Aplus confirmed comments of a personal nature would no longer be made.

These incidents of inappropriate conduct by Aplus' representatives, including Aplus' president, are indicative of Aplus' failure to act in good faith and professionally to complete the contract work, undermining the relationship between the City, Contract Administrator, and Aplus and requiring staff resources be devoted to investigating and responding to incidents that should never have occurred.

Deficiencies/Failures to Comply

As a result of Aplus' failure to consult with the Contract Administrator and ensure that design and field measurements were consistent, Aplus cut into the reservoir in an

incorrect location for the installation of a watermain pipe. Aplus refused to accept responsibility for its error and submitted an exaggerated quote to correct the work which should have been corrected at no cost to the City. As Aplus continued to refuse to address the deficiency in a timely manner, the Contract Administrator issued a change directive to Aplus requiring that they undertake the work promptly. Any dispute concerning the issue could be resolved at a later date. Aplus continued to fail to address the deficiency. This culminated in the City issuing a default notice. Aplus subsequently attended to the work but its delays affected the schedule and the return to service of the reservoir.

It became necessary to issue further change directives to expedite the work on the reservoir due to delay on Aplus' part. Again, Aplus failed or refused to comply with these change directives.

In addition to the above-noted failure of Aplus to submit key documentation in a timely manner or at all to establish health and safety compliance, it further failed to provide documentation for the proper sequencing of the City reservoir shutdown; failed to provide adequate documentation to substantiate payment applications; included in payment applications items to which no payment was owing (for example, the cost of certain products were included as payable but not delivered to the work site); and failed to provide acceptable construction schedules or schedule recovery plans.

Where changes in work occurred, Aplus often submitted grossly exaggerated quotes for the work and refused to undertake work unless the quote was accepted. Ultimately, it became necessary for the Contract Administrator to issue change directives to direct the work to be done promptly. Notwithstanding the issuance of change directives, Aplus refused to comply with same even though the contract requires prompt compliance. As noted above, this caused significant delays in the project and, in particular, the delay in bringing the reservoir back into operation in a timely manner.

Aplus has failed or refused to provide daily work records as required by the contract, upon request by the Contract Administrator.

The entire project was disrupted by Aplus' refusals to provide proper and acceptable construction schedules.

Lack of Cooperation and Good Faith

Aplus demonstrated a consistent failure to cooperate with City staff and the City's Contract Administrator. As noted above, Aplus failed to cooperate in matters concerning health and safety, deficiency correction, construction scheduling, changes in the work and payment. Aplus failed to properly co-ordinate work to ensure cutting and remedial work was kept to a minimum and failed to properly obtain instructions from the Contract Administrator prior to commencing certain works, contrary to the contract.

Notwithstanding several requests by the City and Contract Administrator, Aplus failed or refused to produce an insurance certificate evidencing coverage for equipment to be installed for the project, notwithstanding its obligation to deliver such a certificate at the outset of the contract without request by the City. With significant costly electrical equipment improperly stored at site and several acts of vandalism experienced it

necessitated the City's delivery of a default notice before Aplus delivered the required certificate, notably back-dated.

Rather than addressing issues in a reasonable manner, City staff and its Contract Administrator faced obstructive conduct by Aplus with little or no effort to facilitate a timely and effective completion of the works.

Aplus has consistently failed to deliver documentation, as required, to confirm work was being properly scheduled and sequenced, to substantiate work claimed to be undertaken, confirm health & safety matters, or to otherwise comply with contractual requirements, further details are available in attachments 8 to 11 which include detailed comments supporting ratings in each category.

Aplus has demonstrated a lack of good faith in administering its Contract with the City and undertaking this essential project.

Additional Contract Administrative Costs

Aplus' lack of cooperation has required more contract administration and project change orders. This, in turn, has increased our contract administration costs and puts the project budget at risk. A purchase order amendment of \$440,000 was required for the Contract Administrator to provide extra contract administration. Due to continued Aplus poor performance, the City will be required to expend an estimated additional \$865,000 in contract administration to further safeguard this important project.

Performance Reviews

Aplus' unacceptable and poor performance on Contract MCP13-18WS has been documented and discussed with Aplus during the course of the contract, in accordance with the City's Contractor Performance Evaluation procedure. Interim Contractor Performance Evaluations have been conducted on:

- November 15, 2016- CPE #1 - Score of 2.52
- February 16, 2017 - CPE #2 - Score of 2.37 (warning letter February 28, 2017)
- July 5, 2017 CPE #3 - Score of 2.09 (warning letter July 19, 2017) and
- November 14, 2017 - CPE #4 Score of 2.43. (warning letter December 28, 2017)
- November 8, 2018 - Final CPE #5 Score of 2.45.

In all cases Aplus was given five (5) business days to submit a written response to the scores. However, the responses provided by Aplus were insufficient to adjust or improve these scores. Based on the poor CPE scores, PMMD also issued three (3) warning letters to Aplus to inform them of failing to meet expectations on the Contract could lead to suspension following a decision by Council. (The threshold for a warning letter is 2.50 and a score of 3 or higher is required to "meet expectations"). In addition, on CPE #2 and #3, Aplus received a rating of "Improvement Needed" on the criteria of "Did the Contractor comply with OHS requirements?" This is also a trigger that may result in a report to Council to suspend the contractor.

Complete details on each evaluation may be found in the CPE comments and other attachments.

The recurrent findings of poor performance were based on objective evaluations conducted by the City's Contract Administrator and City staff in accordance with the City's Contractor Performance Evaluation process (see attachments 8 to 11 for full details).

It is important to note that the Contractor Performance Evaluation process is designed in a way that does not allow one staff member to unilaterally decide a contractor's performance score. The process requires that the project manager complete interim evaluations, with backup information and input from the Contract Administrator, and have the project manager's manager review and sign. The evaluation is then sent to the Contractor for discussion and an opportunity for the Contractor to provide written objections. For final evaluations, the appropriate Director in the Division must also sign the evaluation form, and the Contractor is given an additional opportunity to provide written objections. In addition, the process to note a contractor in default during the term of a contract is done in consultation with Legal Services.

Current Situation

The City has made numerous attempts to engage with Aplus and their bonding company Zurich, to find a mutually acceptable way forward to permit completion of this important project to the satisfaction of the City and Aplus. However, Aplus ceased all work on the project on March 16, 2018 and effectively abandoned the work site also refusing to consider proposed arrangements to continue work. Aplus refused to do further work until three past payment applications were certified and paid. In accordance with contract requirements, the City's Contract Administrator was not able to certify the three past payment applications until an acceptable updated construction schedule was submitted by Aplus and sufficient and proper supporting detail was provided. Until Aplus complied with its contractual requirements and delivered an acceptable construction schedule, the City was not in a position to make any further payments.

On November 1, 2018 the City formally notified Aplus that under these circumstances the City was terminating the Contractor's right to continue with the balance of the Work remaining under the Contract in accordance with GC 7.1.4.2 immediately, and would be exercising its rights under GC 7.1.5. The City is currently pursuing alternate means to complete the project. Aplus, Zurich, two subcontractors, and the City are now engaged in litigation relating to this project.

Based on the documented poor performance by Aplus on this contract, the City's Contractor Performance Evaluation Procedure and the City's Supplier Suspension Procedure, the Chief Purchasing Officer wrote a letter to Aplus on October 12, 2018 indicating that the Chief Purchasing Officer would exercise his authority under Section 195-13.13 of the Toronto Municipal Code, Chapter 195, Purchasing to suspend Aplus' eligibility to bid or be awarded City contracts for a period of 6 months, and that further City staff would be reporting to Council in early 2019 to make a further recommendation to suspend Aplus for a period of up to 3 years.

The letter provided Aplus the opportunity to provide written submissions to the Chief Purchasing Officer within 10 days as to why he should not exercise his delegated authority to suspend Aplus for 6 months. Further, the letter also provided an opportunity

for Aplus to provide written submissions within 30 days as to why City staff should not prepare a staff report to Council on the longer suspension.

Aplus provided a letter on October 24, 2018 which stated that they objected to the suspension and that Aplus would defend itself in the appropriate forum. It did not provide any rationale as to why the Chief Purchasing Officer should not suspend Aplus for 6 months. As a result, on October 30, 2018, the Chief Purchasing Officer suspended Aplus for a period of 6 months.

Subsequently, Aplus provided a further letter on November 7th indicating that the issues on this contract are related to the conduct of the City's project manager, and provided documentation related to the harassment claim noted above and email exchanges with respect to the Interim Contractor Performance Evaluations. As a result, the Chief Purchasing Officer invited Aplus to meet and discuss the November 7th letter.

On December 5th, Aplus President Peter Martins and project manager Sanjeev Desai met with the Chief Purchasing Officer, staff from PMMD and from Toronto Water. In that meeting, Mr. Martins, further indicated that the issues with the contract are as a result of the conduct of the project manager. The suggestion was that the project manager micromanaged, was unprofessional and was targeting Aplus. Mr. Martins suggested he had further particulars to substantiate his claim and would bring them forward at the appropriate time. The Chief Purchasing Officer requested those particulars and by the time this report was submitted, the Chief Purchasing Officer had not received anything further.

It was the view of the Chief Purchasing Officer that the information provided by Aplus was inadequate to justify the reversal of his decision to suspend Aplus for 6 months.

The process to suspend a contractor is done in consultation with both Legal Services and PMMD.

Other Contracts with the City

At the present time, Aplus has the following work ongoing with the City. Aplus' performance in respect of these contracts has been disappointing overall, but issues on these projects were not relied upon in recommending Aplus' suspension.

- Highland Creek Treatment Plant Process Control Building - Tender No. 82-2014; Contract no. MCP13-19WP overseen by Toronto Water.
 - Work is scheduled to be completed summer of 2019.
 - Contract value approx. \$13.5 million
 - Average CPE Score based on 6 Interim evaluations - 2.85
 - Aplus' performance on this project has not met expectations in the area of safety, whereby protective barriers have been neglected, organization, whereby their schedule has not been maintained nor followed, and cooperation, whereby resolution of project issues and competitive change order pricing have not been forthcoming.

- Queensway Park Artificial Ice Rink and Skate Trail state-of-good repair and construction works - Tender 47-2017 overseen by Parks, Forestry and Recreation.
 - The majority of the work completed at the end of 2018;
 - Contract value approx. \$3.2 million
 - Average CPE Score based on 2 Interim evaluations – 2.8
 - Interim evaluations were done towards the end of the project and not over the course of the project
 - A final CPE evaluation is pending
- Nathan Phillips Square replacement of the refrigeration plant, pool piping & upgrades - Tender 109-2016- overseen by Facilities Management.
 - Contract closed by January 2019.
 - Contract value approx. \$4.2 million
 - CPE Score based on one interim evaluation - 2.91
 - A final CPE evaluation is pending.

In Summary

- On April 20, 2018, to protect the City's interests, and in order to put the east reservoir
- back into operation, the City terminated Aplus' right to perform the balance of the work
- on the east reservoir and arranged to have this work completed by Toronto Water
- forces and another contractor to ensure the reservoir was in operation for Summer,
- 2018, the high demand season. On November 1, 2018, the City terminated Aplus' right
- to perform the remainder of the work under the Contract.

Examples of Aplus' unacceptable and poor performance and management include but are not limited to the following:

- Failures to properly supervise and adhere to health and safety requirements at and for the work;
- Failures or refusals by Aplus to address deficiencies in its work in a timely manner;
- Failures to submit key documentation in a timely manner or at all to establish health and safety compliance and proper sequencing of City reservoir shutdown;
- Harassment of the Contract Administrator and City employee;
- Failures to provide reasonable quotes on changes in the work resulting in delays in the work and the need to issue change directives;
- Refusals to comply with change directives;
- Failures to cooperate with City staff and the City's Contract Administrator and a lack of good faith in administering the Contract and undertaking the project;
- Refusals to provide a proper and acceptable construction schedule; and
- Abandonment of the work site.

The key impacts to the City from the above poor performance and management include:

- significant delays to the completion of the work (approximately 18 months at present which could increase further)
- risk to the City's water supply as a result of such delay

- the reservoir was delayed being put back into service and, as a result, the installation of standby power for the reservoir facility remains incomplete
- creates the potential for a prolonged interruption of power to the reservoir systems, which was an important objective of this project, which could affect the City's ability to utilize this water supply resource in the event of a significant power disruption, such as the blackout experienced in 2003 or as could be caused by severe weather or other events
- added risk to Toronto Fire Services ability to fight fires and protect the public due to holding the reservoir out of service during the high demand season
- correspondingly, the delay in installing the standby power system created a risk to Toronto Fire Services ability to fight fires and protect the public if the primary power generation systems had been affected
- impacted Toronto Water's ability to do timely maintenance at other co-dependent facilities including the Horgan Water Plant
- placed at risk the health and safety of workers and staff;
- significantly increased Contract Administration costs and budget impacts; and
- significantly impacted staff resources.

Conclusion: Suspension Recommended

Toronto Water and Purchasing and Materials Management Division, in consultation with Legal Services, are recommending Aplus General Contractors Corp. be suspended from award of any City of Toronto contracts for a total period of three (3) years commencing upon the expiry of the current temporary suspension issued to Aplus by the Chief Purchasing Officer under his delegated authority in Chapter 195, Purchasing Authority.

By adopting the recommendations in this report, City Council will clearly communicate to Aplus and the wider construction industry that unacceptable and poor performance and conduct and a lack of good faith in dealings with the City will not be tolerated on City of Toronto contracts.

CONTACT

Garry Boychuk, P. Eng., Manager, Capital Works Delivery, Toronto Water,
Telephone: 416-397-0936, e-mail: Garry.Boychuk@toronto.ca

Sabrina Dipietro, Acting Manager, Construction Services, Purchasing and Materials Management Division, Telephone: 416-397-4809, e-mail: sabrina.dipietro@toronto.ca

SIGNATURE

Lou Di Gironimo, General Manager, Toronto Water

Michael Pacholok, Chief Purchasing Officer, Purchasing and Materials Management

ATTACHMENTS

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Figure 1 - Concrete Formwork without Cole Engineering Clearance to Proceed



- Formwork for walls approximately 5 meters high 15 meters long and 40 cm thick.
- Liquid Concrete exerts several tons of pressure on forms while setting.
- Engineering verification that supports would withstand pressure without collapse missing.
- Collapse or failure could result in serious injury to workers forming concrete.

Figure 2 - Formwork and Workers Potentially at Risk



- Collapse or failure of blue formwork could result in serious injury to workers during pouring of concrete.
- Engineering verification that supports would withstand pressure without collapse missing.

Figure 3 - Shoring System Modification Without Cole Engineering Approval



- Large beam being cut provided lateral support to prevent collapse of massive structure above into deep excavation below.
- Excavation depth approximately 4 meters below reservoir.
- Reservoir above approximately 15 meter high with football field above.
- Collapse of failure could result in serious injury to workers, major damage to reservoir and possible injury to public.
- Engineering verification that beam could be removed without collapse missing.

Figure 4 - Modification of Shoring and Workers Potentially at Risk



- Excavation depth approximately 4 meters below reservoir.
- Reservoir above approximately 15 meter high with football field above.
- Collapse due to removal of supporting beam could result in serious injury or death of workers.
- Engineering verification that beams could be removed without compromising support missing.

Figure 5 - Concerns over Movement of Heavy Equipment



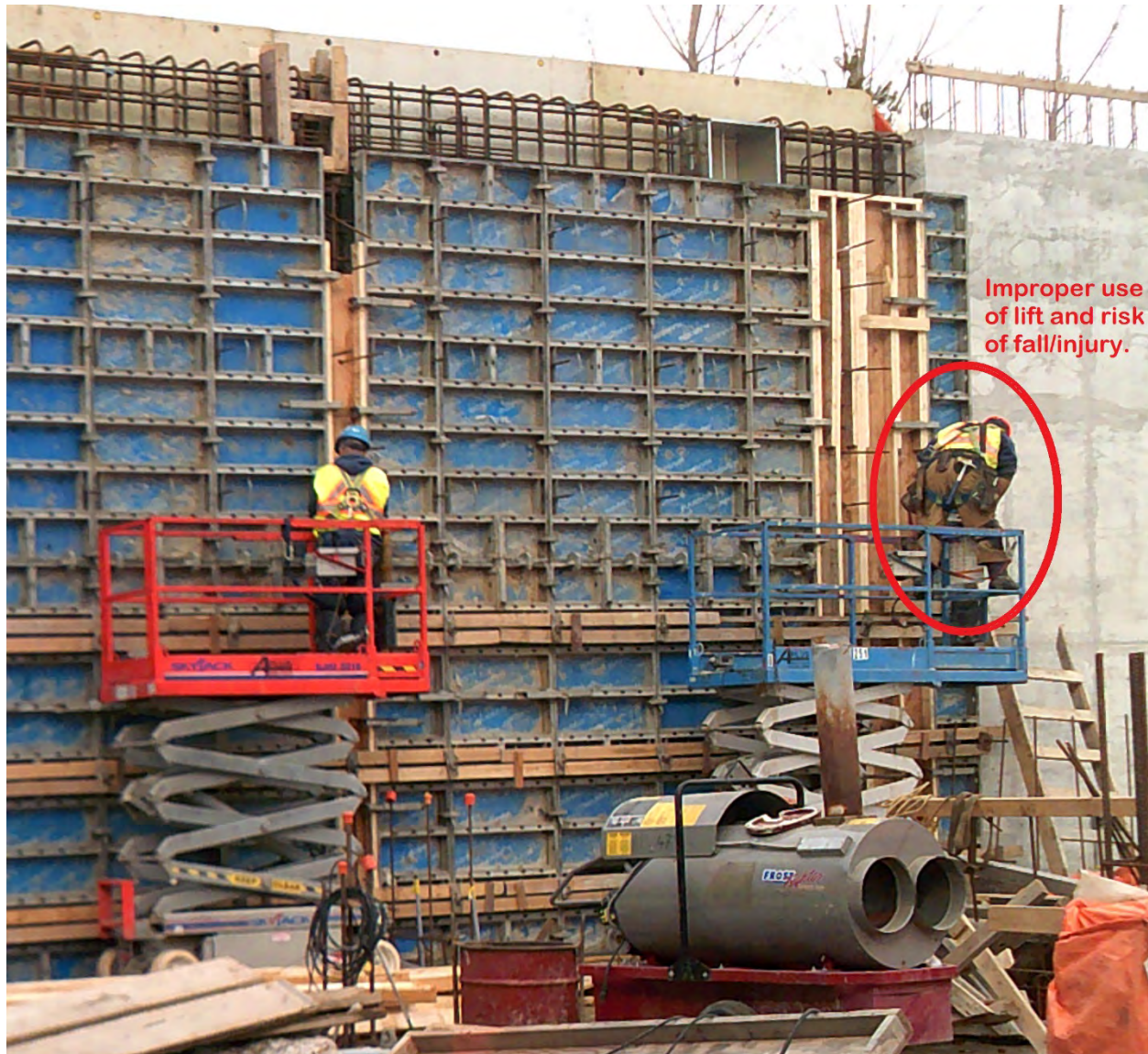
- Site Inspector identified safety concerns and worker safety at risk.
- No corrective actions were taken to address warnings.

Figure 6 - Working at Heights at Risk



- Significant risk of worker injury due to improper support and possible fall into deep excavation below.
- Secondary protection missing.

Figure 7 - Working at Height at Risk



- Significant risk of injury due to improper use of equipment, unstable footing, and danger below.

Figure 8 - Contractor Performance Evaluation #2 Summary



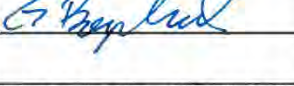
		Contractor Performance Evaluation version 1.2 - Feb 25-15		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 2 DATE: Feb 16/17	
CONTRACTOR: Aplus					
PROJECT NAME: Ellesmere Generator					
DESCRIPTION: Construction of Generator Building including new back up power generators				Ranking For definitions refer to Backup sheets	
CONTRACT No.: MCP-13-18WS		START DATE: Jun 08/16		U	I
CONTRACT VALUE: \$25M		COMPLETION DATE: Aug 01/18		ME	EE
				EX	N/A
A. SAFETY & COMPLIANCE - Laws & Standards				sub-score	Weight
1. Did the contractor comply with OSHA requirements?				2.00	25%
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?					
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?					
B. QUALITY - Compliance with Contract Standards & Specifications				sub-score	Weight
1. Did the contractor comply with standards and specifications in the contract?				2.60	25%
2. Was the quality and workmanship in compliance with the contract documents?					
3. Did the contractor promptly & effectively correct defective work as the project progressed?					
C. ORGANIZATION - Work Plan and Management				sub-score	Weight
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?				2.54	12.5%
2. Did the contractor commence the work on time?					
3. Did the contractor submit schedule updates in accordance with the contract?					
4. Did the contractor adequately staff and resource the project in compliance with the contract?					
5. Did the contractor provide adequate & competent site supervision?					
6. Did the contractor effectively coordinate and manage the work of its subcontractors?					
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?					
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?					
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?					
D. EXECUTION - Work Performance				sub-score	Weight
1. Did the contractor complete the project on time?				2.41	25%
2. Did the contractor follow the approved schedule and meet milestones?					
3. Did the contractor provide effective quality control?					
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?					
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?					
6. Did the contractor seek authorization to perform extra or additional work?					
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?					
8. Was the quality and submission timelines of the following items acceptable?					
8.1 Look ahead schedules or work plans					
8.2 Accurate and complete record documents (as-builts)					
8.3 Complete operations and maintenance manuals and closeout documents					
8.4 Secure and/or closed applicable municipal permits					
8.5 Startup testing and commissioning reports					
8.6 Training plan and manuals					
E. ADMINISTRATION - Contractor Performance and Diligence				sub-score	Weight
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?				2.44	12.5%
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?					
3. Did the contractor demonstrate accountability for problems for which they were responsible?					
4. Did the contractor submit accurate, complete invoices in a timely manner?					
5. Did the contractor provide competitive change order pricing?					
6. Did the contractor accept responsibility for the full scope and extent of the contract?					
7. Did the contractor coordinate to minimize disruption to the public and City operations?					
				2.37	Total Score (weighted)
Name (Print or Type)		Signature		Date	
Project Manager: Bil Strucel				Feb 16/17	
Manager: Garry Boychuk				Feb 16/17	
Director: (required for Final only)					
NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)					

Figure 9 - Page 1 of Detailed Contractor Performance Evaluation #2


 CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Feb 16/17
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
A. SAFETY & COMPLIANCE - Laws & Standards		COMMENTS/BACKUP
A1	<p>Did the contractor comply with OSHA requirements?</p> <p>EX - Performance in this area can not be Exceptional</p> <p>EE - Strict compliance with OSHA requirements with no exceptions</p> <p>ME - Complies with OSHA requirements with very minor issues that are immediately remedied</p> <p>I - Inconsistent compliance with OSHA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries</p> <p>U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OSHA contraventions and/or convictions</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>CEG Site Inspector indicated fresh cigarettes observed on site near fuel tank and step ladder being used as extension ladder. Aplus Supervisor on site notified and issue was rectified the same day. CD provided extension ladder to worker in place of step ladder.</p> <p>CEG Health & Safety representative visited site and indicated mid-rail and bottom rail be installed to the fence barrier where Aplus had already installed a top rail as a barrier. CD confirmed that he began addressing this the same day.</p> <p>MOL representative visited site and indicated mud to be addressed due to accessibility and CD took steps to address this on the same day. DB indicated there is no landing for the temporary stairs leading down to excavation.</p> <p>Formwork and falsework not in accordance with OSHA regulation 213/01, not rectified in a timely manner prior to concrete pour; for added details refer to CEG summary/memo.</p> <p>Modifications to shoring undertaken and pre-requisite measures unsatisfactorily addressed. for additional details refer to CEG summary/memo.</p> <p>Inconsistent compliance with OSHA requirements. improvement required.</p>
A2	<p>Did the contractor adhere to environmental, (non-OSHA) safety requirements, and other laws & policies?</p> <p>EX - Performance in this area can not be Exceptional</p> <p>EE - Fully complies with environmental and (non-OSHA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems.</p> <p>ME - Complies with above. Minimal problems, if any.</p> <p>I - Inconsistent compliance with (non-OSHA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected</p> <p>U - Failure to adhere to environmental and (non-OSHA) 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</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Contractor notified of concerns related to compliance with City Anti-Harassment Policy. Details requested from Contractor, evidence of Contractor's specific policies, programs, information, instructions, plans and internal resolution process difficult to obtain.</p> <p>Subsequent request for specific evidence of compliance with policies usually difficult to obtain.</p> <p>Delays in submitting shop drawing for dewatering plan, difficult to confirm the contractor following proper protocol and procedures if dewatering required.</p>
A3	<p>Did the contractor take adequate precautions with any hazardous materials and designated substances?</p> <p>EX - Performance in this area can not be Exceptional</p> <p>EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws</p> <p>ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction</p> <p>I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources</p> <p>U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = N/A</p>
B. QUALITY - Compliance with Contract Standards & Specifications		COMMENTS/BACKUP
B1	<p>Did the contractor comply with standards and specifications in the contract?</p> <p>EX - Strict adherence to contract documents. Approved variations added value.</p> <p>EE - Strict adherence to contract documents especially standards and specifications.</p> <p>ME - Some approved deviations but essentially in compliance with standards and specifications</p> <p>I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources.</p> <p>U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Some difficulties encountered with concrete quality assurance measures:</p> <ul style="list-style-type: none"> • Cold Weather Work measures not detailed • Temperature readings for all concrete pours / read and form work not available • Upgraded pour schedule still required <p>QA/QC plan deficiencies identified and updates considerably overdue.</p> <p>Several Shop Drawings submitted without required compliance reports, until this is completed there is an opportunity to improve.</p> <p>Contract Specifications specifically require Consultant approval prior to placement of concrete, yet evidence of compliance missing, also Specifications require Consultant approval prior to shoring removal, no evidence of compliance.</p>

Figure 10 - Page 2 of Detailed Contractor Performance Evaluation #2

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B2	Was the quality and workmanship in compliance with the contract documents? EX - Superior workmanship and quality. Creative, approved substitutions add value. EE - Workmanship is excellent and meets peak requirements of the contract documents. No rework. ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required. I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources. U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = ME See inspector field to remind Aplus to maintain heat within areas to be poured with concrete (Cold weather report was pending)
B3	Did the contractor promptly & effectively correct defective work as 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 time/resources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = ME
C. ORGANIZATION - Work Plan and Management		
C1	Did the contractor submit a satisfactory baseline schedule in compliance with the contract? EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project. EE - Contractor submitted baseline schedule and all submissions on time and complete. ME - Contractor submitted majority of submissions and baseline schedule on time and complete. I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources. U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Initial schedule submitted did not identify issues the Contractor claimed were critical. This created significant project difficulties. Significant additional time required by Consultant to review and comment on deficiencies within the submitted schedule. Master schedule does not seem to be justified by the Contractor to address project issues that arose.
C2	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 mobilizes and commences work according to the contract requirement. I - Contractor mobilizes and commences work according to the contract requirement with minor delay. U - Contractor slow to mobilize and does not commence work according to the contract requirements, resulting in major delay. N/A - The question is not applicable to this evaluation.	ranking = ME
C3	Did the contractor submit schedule updates in accordance with the contract? EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project. EE - The contractor submits schedule updates timely, accurate and in accordance with the contract. ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract. I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources. U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Schedule updates for all 2016 payments have not been received in accordance with Tender Section 5.4 item 24.5.

Figure 11 - Page 3 of Detailed Contractor Performance Evaluation #2

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C4	Did the contractor adequately staff and resource the project in compliance with the contract? EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project. EE - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, equipment always well maintained and available when needed. ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays. I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays. U - Poorly staffed, equipment is not available or reliable constantly resulting in delays. N/A - The question is not applicable to this evaluation.	ranking = ME
C5	Did the contractor provide adequate & competent site supervision? EX - Exceptional site supervision anticipating problems and adding significant value to the project. EE - Well staffed with highly qualified site supervision present to direct others as needed. ME - Qualified site supervision with necessary skill present to direct others as needed. I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources. U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = ME
C6	Did the contractor effectively coordinate and manage the work of its subcontractors? 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.	ranking = I <small>Issues have been encountered with complete coverage of scope between various subcontractors employed by the Contractor. Difficulties encountered with complete release of subcontractors. Difficulties with Aplus subcontractors, particularly Plandrup and RTI regarding scope of work (WIP/laydown building through to as well as beyond 2).</small>
C7	Did a person with decision-making authority represent the contractor at pay/progress meetings? EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project. EE - Pay/Progress meetings always attended by decision-making authority. ME - Pay/Progress meetings usually attended by decision-making authority. I - Pay/Progress meetings mostly have sufficient representation by decision-making authority. U - Pay/Progress meetings have little or no attendance by decision-making authority. N/A - The question is not applicable to this evaluation.	rank = ME
C8	Did the contractor submit timely, relevant requests for information (RFIs) as needed? EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays. EE - Timely, accurate and in accordance with contract. ME - Usually timely, accurate and in accordance with contract. I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources. U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.	ranking = ME

Figure 12 - Page 4 of Detailed Contractor Performance Evaluation #2

TORONTO CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Feb 16/17
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent.</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
C9	<p>Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?</p> <p>EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project.</p> <p>EE - Schedule and all shop drawings submitted on time and complete.</p> <p>ME - Schedule and most shop drawings submitted on time and complete.</p> <p>I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources.</p> <p>U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Consent Shop Drawing were due September 13, these were explicitly identified as critical items to be focused on and expedited. Latest submission(s) still deficient and many items have been requested to clarify. Hard copies of Shop Drawings not satisfactorily addressed. Shop Drawing compliance reports not entirely complete. Project specific engineering drawings not stamped by P. Eng. where required.</p>
<p>D. EXECUTION - Work Performance COMMENTS/BACKUP</p>		
D1	<p>Did the contractor complete the project on time?</p> <p>EX - Contractor exceeds contractual completion date.</p> <p>EE - Contractor meets contractual completion date with no extensions.</p> <p>ME - Contractor meets contractual completion date with approved extensions.</p> <p>I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources.</p> <p>U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources.</p> <p>N/A - N/A is to be chosen for all but the final evaluation once the project is completed.</p>	<p>ranking = N/A</p>
D2	<p>Did the contractor follow the approved schedule and meet milestones?</p> <p>EX - Maintains an accelerated project schedule resulting in early completion of project before contract completion date.</p> <p>EE - Meets all milestones and schedule.</p> <p>ME - Meets schedule and key milestones.</p> <p>I - Behind schedule and some key milestones missed. Requires some additional staff time/resources.</p> <p>U - Continually behind schedule and most key milestones missed. Requires much more additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p> <p>Multiple versions of the project schedule were submitted, however the schedule was not adopted due to numerous deficiencies within the schedule.</p>
D3	<p>Did the contractor provide effective quality control?</p> <p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project.</p> <p>EE - Excellent QA/QC. Minor if any deficiencies which are corrected quickly. No additional staff effort required.</p> <p>ME - Adequate quality control. Few deficiencies which are corrected quickly.</p> <p>I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct.</p> <p>U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Contractor's QA/QC Plan submitted late, significant deficiencies identified by the Consultant. Overall project quality is at risk until a complete and sound QA/QC plan is submitted, delivered to and checked against.</p>
D4	<p>Did the contractor keep the site clean and free of trash and debris in compliance with the contract?</p> <p>EX - Performance in this area can not be Exceptional.</p> <p>EE - Project site kept very clean and free of trash and debris.</p> <p>ME - Most trash, debris cleaned up on a daily basis from project site.</p> <p>I - Contractor periodically cleans up project site with minimal directive.</p> <p>U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p>
D5	<p>Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?</p> <p>EX - Performance in this area can not be Exceptional.</p> <p>EE - All change orders, change directives, site instructions, RFQ's responded to immediately.</p> <p>ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents.</p> <p>I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems.</p> <p>U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQ's.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Field instruction not acted on promptly. Change Order details remain unclear related to waterman changes, overruns. Much time is consumed obtaining sufficient supporting details for RFQ responses that are difficult to reconcile with expected name. Possible opportunities to increase progress on critical path items during change planning followed by CTO collecting parcel costs.</p>

Figure 13 - Page 5 of Detailed Contractor Performance Evaluation #2

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D6	Did the contractor seek authorization to perform extra or additional work?	ranking = ME
<p>EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City. ME - Provides quote and proceeds only after approval received. I - Occasionally proceeds with work before quote reviewed and approved. U - Frequently proceeds with work without review or approval. N/A - The question is not applicable to this evaluation.</p>		
D7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge	ranking = I
<p>EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project. EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly. ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly. I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort. U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort. N/A - The question is not applicable to this evaluation.</p>		
D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	• Look ahead schedules or work plans	ranking = I
D8.2	• Accurate and complete record documents (as-builts)	ranking = N/A
D8.3	• Complete operations and maintenance manuals and closeout documents	ranking = N/A
D8.4	• Secure and/or closed applicable municipal permits	ranking = ME
D8.5	• Startup testing and commissioning reports	ranking = N/A
D8.6	• Training plan and manuals	ranking = N/A
<p>EX - All submissions on time and of exceptional quality, adding value to the project. EE - All submissions on time and of excellent quality. ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly. I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources. U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p>		
E ADMINISTRATION - Contractor Performance and Diligence		
E1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	ranking = I
<p>EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents. ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract. I - Communication with the contract administrator and all stakeholders poor and causes periodic problems. Requires some additional staff time/resources. U - Controls communication with the contract administrator and all stakeholders (work and the issue of constant problems) strongly impacts the success of the project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		
E2	Did the contractor participate in resolving project problems and display initiative to implement solutions?	ranking = I
<p>EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve. I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.</p>		

Figure 14 - Page 6 of Detailed Contractor Performance Evaluation #2

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<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
E3	<p>Did the contractor demonstrate accountability for problems for which they were responsible?</p> <p>EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution.</p> <p>EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution.</p> <p>ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution.</p> <p>I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve.</p> <p>U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p>
E4	<p>Did the contractor submit accurate, complete invoices in a timely manner?</p> <p>EX - Performance in this area can not be Exceptional</p> <p>EE - No errors, accurate representation of work completed</p> <p>ME - Few billing errors, quickly corrected and submitted</p> <p>I - Some billing errors, corrected and submitted requiring some staff time/resources to resolve</p> <p>U - Too many errors, frequent misrepresentations of completed work requiring much staff time/resources to resolve</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p> <p>Some billing anomalies have been encountered but generally corrections have been swift and issues meet expectations</p>
E5	<p>Did the contractor provide competitive change order pricing?</p> <p>EX - Change order quotes are reasonable, timely. Occasionally expands scope at not cost to City.</p> <p>EE - Change order quotes are reasonable and timely; no unresolved issues</p> <p>ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues</p> <p>I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve.</p> <p>U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with; many unresolved issues requiring much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Change Order quotations significantly exceed Consultant's maximum estimates. Backup details to justify all items remains difficult to obtain. Significant unresolved issues. Negotiation and compromise difficulties encountered.</p>
E6	<p>Did the contractor accept responsibility for the full scope and extent of the contract?</p> <p>EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost.</p> <p>EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments.</p> <p>ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction</p> <p>I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort.</p> <p>U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>A significant number of disagreements have been encountered. Several remain to be resolved to the satisfaction of all parties. Significant additional time and resources are being expended to address this.</p>
E7	<p>Did the contractor coordinate to minimize disruption to the public and City operations?</p> <p>EX - Exceptional coordination/planning; always proactive, always resulting in satisfied staff and public.</p> <p>EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public.</p> <p>ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public.</p> <p>I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources.</p> <p>U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p>

Figure 15 - Contractor Performance Evaluation #3 Summary




 Contractor Performance Evaluation <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 3 DATE: Jul 05/17	
CONTRACTOR: Aplus			
PROJECT NAME: Ellesmere Generator			
DESCRIPTION: Construction of Generator Building including new back up power generators		Ranking	
CONTRACT No.: MCP-13-18WS	START DATE: Jun 08/16	For definitions refer to Backup sheets	
CONTRACT VALUE: \$25M	COMPLETION DATE: Aug 01/18	U	I ME EE EX N/A
A. SAFETY & COMPLIANCE - Laws & Standards		sub-score 2.25	Weight 25%
1. Did the contractor comply with OHSA requirements?		<input checked="" type="checkbox"/>	
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?		<input checked="" type="checkbox"/>	
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?		<input checked="" type="checkbox"/>	
B. QUALITY - Compliance with Contract Standards & Specifications		sub-score 2.20	Weight 25%
1. Did the contractor comply with standards and specifications in the contract?		<input checked="" type="checkbox"/>	
2. Was the quality and workmanship in compliance with the contract documents?		<input checked="" type="checkbox"/>	
3. Did the contractor promptly & effectively correct defective work as the project progressed?		<input checked="" type="checkbox"/>	
C. ORGANIZATION - Work Plan and Management		sub-score 1.98	Weight 12.5%
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?		<input checked="" type="checkbox"/>	
2. Did the contractor commence the work on time?		<input checked="" type="checkbox"/>	
3. Did the contractor submit schedule updates in accordance with the contract?		<input checked="" type="checkbox"/>	
4. Did the contractor adequately staff and resource the project in compliance with the contract?		<input checked="" type="checkbox"/>	
5. Did the contractor provide adequate & competent site supervision?		<input checked="" type="checkbox"/>	
6. Did the contractor effectively coordinate and manage the work of its subcontractors?		<input checked="" type="checkbox"/>	
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?		<input checked="" type="checkbox"/>	
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?		<input checked="" type="checkbox"/>	
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?		<input checked="" type="checkbox"/>	
D. EXECUTION - Work Performance		sub-score 2.09	Weight 25%
1. Did the contractor complete the project on time?		<input checked="" type="checkbox"/>	
2. Did the contractor follow the approved schedule and meet milestones?		<input checked="" type="checkbox"/>	
3. Did the contractor provide effective quality control?		<input checked="" type="checkbox"/>	
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?		<input checked="" type="checkbox"/>	
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?		<input checked="" type="checkbox"/>	
6. Did the contractor seek authorization to perform extra or additional work?		<input checked="" type="checkbox"/>	
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?		<input checked="" type="checkbox"/>	
8. Was the quality and submission timelines of the following items acceptable?			
8.1 Look ahead schedules or work plans		<input checked="" type="checkbox"/>	
8.2 Accurate and complete record documents (as-builts)		<input checked="" type="checkbox"/>	
8.3 Complete operations and maintenance manuals and closeout documents		<input checked="" type="checkbox"/>	
8.4 Secure and/or closed applicable municipal permits		<input checked="" type="checkbox"/>	
8.5 Startup testing and commissioning reports		<input checked="" type="checkbox"/>	
8.6 Training plan and manuals		<input checked="" type="checkbox"/>	
E. ADMINISTRATION - Contractor Performance and Diligence		sub-score 1.69	Weight 12.5%
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?		<input checked="" type="checkbox"/>	
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?		<input checked="" type="checkbox"/>	
3. Did the contractor demonstrate accountability for problems for which they were responsible?		<input checked="" type="checkbox"/>	
4. Did the contractor submit accurate, complete invoices in a timely manner?		<input checked="" type="checkbox"/>	
5. Did the contractor provide competitive change order pricing?		<input checked="" type="checkbox"/>	
6. Did the contractor accept responsibility for the full scope and extent of the contract?		<input checked="" type="checkbox"/>	
7. Did the contractor coordinate to minimize disruption to the public and City operations?		<input checked="" type="checkbox"/>	
		2.09	Total Score (weighted)
Name (Print or Type)		Signature	Date
Project Manager:	Bil Strucel		Jul 05/17
Manager:	Garry Boychuk		Jul 05/17
Director:			
<small>(required for Final only)</small>			
NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)			

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TORONTO CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Jul 05/17
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
A. SAFETY & COMPLIANCE - Laws & Standards		COMMENTS/BACKUP
A1	Did the contractor comply with OSHA requirements?	ranking = I
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Strict compliance with OSHA requirements with no exceptions</p> <p>ME - Complies with OSHA requirements with very minor issues that are immediately remedied</p> <p>I - Inconsistent compliance with OSHA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries</p> <p>U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OSHA contraventions and/or convictions</p> <p>N/A - The question is not applicable to this evaluation.</p>		<p>Shoring monitoring (after removal of shoring on Feb. 9, 2017 without approval from Terra Engineering) records provided for only Feb. 22, 2017 onwards but no records provided for Feb. 9 to Feb. 21, 2017. Refer to email from APlus (Luis) sent on March 5, 2017 with subject: "Elizavere PS - Shoring II (modification approval)". Issue continued from CPE II as the issue was not resolved until March 1st 2017. APlus did not promptly respond and react to address the health and safety concerns. APlus' response to the modification of the shoring system was not submitted in a timely manner.</p> <p>COLE Site Inspector highlighted to APlus Site Supervisor by email on June 1, 2017 that slope protection needs to be addressed by APlus. APlus (Carlos) sent email response on June 2, 2017 indicating that APlus has addressed the slope protection on June 2, 2017 and attached photos. This item was addressed satisfactorily to COLE.</p> <p>COLE Health & Safety representative came to site on June 6, 2017 and identified three items which need APlus' attention: 1. warning sign or barrier needed when excavator is working within a space less than 24 inches and workers are within this area e.g. tunnel area; 2. barrier for all excavators should be a minimum of 36 inches; and 3. shoring system within the excavated area is inadequate as can be seen by the soil movement near of GL-5. COLE Site Inspector brought these items to APlus' Site Supervisor's attention and APlus addressed these items by installing barrier around excavator, raising barrier to meet 36 inches as required, and backfilling within the area and removing shoring system between GL-7 and 5. Refer to Meeting Minutes #26 June 7, 2017.</p>
A2	Did the contractor adhere to environmental, (non-OSHA) safety requirements, and other laws & policies?	ranking = I
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Fully complies with environmental and (non-OSHA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems.</p> <p>ME - Complies with above. Minimal problems, if any.</p> <p>I - Inconsistent compliance with (non-OSHA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected</p> <p>U - Failure to adhere to environmental and (non-OSHA) 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</p> <p>N/A - The question is not applicable to this evaluation.</p>		<p>Members of the APlus project team made appropriate comments during the progress meeting held at Elizavere Pumping Station trailer on May 10th 2017. These comments were personal, directed at specific individuals and in respect to individual's professional skills and competency, conduct and character.</p>
A3	Did the contractor take adequate precautions with any hazardous materials and designated substances?	ranking = ME
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws</p> <p>ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction</p> <p>I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources</p> <p>U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources</p> <p>N/A - The question is not applicable to this evaluation.</p>		
B. QUALITY - Compliance with Contract Standards & Specifications		COMMENTS/BACKUP
B1	Did the contractor comply with standards and specifications in the contract?	ranking = I
<p>EX - Strict adherence to contract documents. Approved variations added value.</p> <p>EE - Strict adherence to contract documents especially standards and specifications</p> <p>ME - Some approved deviations but essentially in compliance with standards and specifications</p> <p>I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources</p> <p>U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>		<p>Installed temperature gauge noticed for the first time as of March 10, 2017 and this temperature gauge is connected to the meter. Prior to this, APlus has not shown up or responded to our requests for temperature gauge and temperature readings, although the winter season temperatures have been occurring since November 2016.</p> <p>Several shop drawings' revisions, do not take into account Cole's comments on the previous submittals. E.g. for Electrical Commissioning Sub Rev 2, Cole's comments from first and second submission were not addressed and were critical. This results in project risk due to but not limited to non-compliance, as well as additional time and effort spent by Cole & APlus.</p> <p>Several shop drawings/submittals still missing compliance reports although FC Contract Spec Section 1300 item 1.3.14 shop drawings indicates "The Manufacturer/Supplier of the equipment shall provide compliance report addressing all contract documents (specification and drawing) requirements." (ref Meeting Minutes #15 item 8P)</p> <p>APlus to date has not submitted supporting documentation for their claim regarding RFD #5 despite COLE's requests including a letter dated November 2nd 2016. The allowable time specified in the Contract has passed and no supporting documentation has been received by COLE.</p> <p>Switchover not functionally verified prior to delivery to site and site conditions were inadequate to ensure equipment was properly protected. (ref Meeting Minutes #26 item 8.1, 8.1.1, 8.1.2)</p>

Figure 17 - Page 2 of Detailed Contractor Performance Evaluation #3

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B2	Was the quality and workmanship in compliance with the contract documents?	ranking = ME
<p>EX - Superior workmanship and quality. Creative, approved substitutions add value.</p> <p>EE - Workmanship is excellent and meets peak requirements of the contract documents. No rework.</p> <p>ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required.</p> <p>I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources.</p> <p>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.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Equipment (e.g. Switchgear) delivered to the site without pre-coordination, site / environment is not ready to date.</p> <p>Drivels were not installed as per contract documents (IFC Structural typical details) for equipment concrete pad. This pad was not surface roughened according to IFC Contract Drawing S214 Typical Details "Typical Concrete Equipment Base". (ref. Field Instruction 012)</p> <p>To date no temperature readings provided by Aplus during cold weather work, although COLE requested on multiple occasions that Aplus to provide these readings.</p> <p>Error and omissions in Shop Drawings required additional staff time to address and rework to correct (15 Shop Drawings required 3 or more iterations to address refer to Shop Drawing 146).</p> <p>Inlet slab was not built as intended by design (construction joint location as per Drawing S-311 Rev2).</p> <p>Measurements and surveys for the 1800mm pipe were not conducted as per contract requirements which led to pipe length adjustments. (ref. Field Instruction 011).</p>		
B3	Did the contractor promptly & effectively correct defective work as the project progressed?	ranking = U
<p>EX - Performance in this area can not be Exceptional.</p> <p>EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality.</p> <p>ME - Timely responses to correct defective work. Quality of work is average.</p> <p>I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources.</p> <p>U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Aplus did not correct defective work in relation to reservoir inlet slab even though several field instructions were issued. Aplus refused to correct the defective work noted within field instructions. Aplus complied with Field Instruction 018 after receiving correspondence regarding our intent to issue a cause of default notice.</p> <p>Aplus did not adhere to CD #009 - Aplus only adhered after a default letter was issued.</p> <p>Since the date of Notice of Default Letter, Aplus demonstrated compliance with the contract work starting the project adequately.</p>		
C. ORGANIZATION - Work Plan and Management COMMENTS/BACKUP		
C1	Did the contractor submit a satisfactory baseline schedule in compliance with the contract?	ranking = ME
<p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project.</p> <p>EE - Contractor submitted baseline schedule and all submissions on time and complete.</p> <p>ME - Contractor submitted majority of submissions and baseline schedule on time and complete.</p> <p>I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources.</p> <p>U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Initial schedule submitted did not identify tasks the Contractor claimed were critical. This created significant project difficulties.</p> <p>Significant additional time required by Consultant to review and comment on deficiencies within the submitted schedule. (ref. Meeting Minutes #25 Item 3A).</p> <p>Masters should dates does not seem to be utilized by the Contractor to address progress issues that arise.</p>		
C2	Did the contractor commence the work on time?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional.</p> <p>EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement.</p> <p>ME - Contractor mobilizes and commences work according to the contract requirement.</p> <p>I - Contractor mobilizes and commences work according to the contract requirement with minor delay.</p> <p>U - Contractor slow to mobilize and does not commences work according to the contract requirements, resulting in major delay.</p> <p>N/A - The question is not applicable to this evaluation.</p>		
C3	Did the contractor submit schedule updates in accordance with the contract?	ranking = I
<p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project.</p> <p>EE - The contractor submits schedule updates timely, accurate and in accordance with the contract.</p> <p>ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract.</p> <p>I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources.</p> <p>U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Schedule updates for all 2017 payments have been received in accordance with Tender Section 5A Item 24.5 however each update requires several comments from COLE.</p> <p>Claims by subcontractors that items are on critical path but this is not shown on project schedule. Plan Group has indicated from November to March that fuel tanks are on critical path and hence ColeCity needs to expedite review of this shop drawing, but this is not shown on critical path in project schedule and Aplus has not commented on this.</p> <p>Despite several requests, 3-week look-aheads are not correlated to the project schedule activities, which make it difficult to follow and verify.</p>		

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C4	Did the contractor adequately staff and resource the project in compliance with the contract? EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project. EE - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, equipment always well maintained and available when needed. ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays. I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays. U - Poorly staffed, equipment is not available or reliable constantly resulting in delays. N/A - The question is not applicable to this evaluation.	ranking = U During claims dispute specifically in April / May 2017 - contractor did not adequately staff the project site. There was no or low productivity for a significant period of time, which caused delays to the project and warning letters were issued to the contractor. This was a clear and direct violation of the Contract requirements, specifically GC 6.1.1 and GC 6.3.4. Change Directive #010 was issued to ensure that resources were applied to the project, including to prepare the building for electrical equipment that was ready to be brought to site to avoid holding equipment in storage until facility availability. Site records indicate that inadequate staff were applied and activities that could have been progressed were delayed. (ref. Meeting Minutes #26 Item 8W bullet 3) Since the date of the Notice of Default Letter, Aplus demonstrated compliance with the contract work and staff staffing the project adequately.
C5	Did the contractor provide adequate & competent site supervision? EX - Exceptional site supervision anticipating problems and adding significant value to the project. EE - Well staffed with highly qualified site supervision present to direct others as needed. ME - Qualified site supervision with necessary skill present to direct others as needed. I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources. U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Despite the fact that we believe the site supervisor is competent and able to do his job well, the following events demonstrate an error in judgement: - Removal of shoring raker without permission from design engineer although the drawings specify to contact the design engineer before removal of part of the shoring system. - Lack of adequate attention to the details for pouring sequence and location of construction joints. - Maintaining cold weather work according to the specification documents and maintaining proper environmental conditions for proper storage of equipment (for the Switchgear, the power generator was covered to be off although ambient temperatures were cold, this is not providing proper temperature control to electrical room as recommended by letter/email from the switchgear supplier.) - Poor shoring and slope protection provided in excavated areas west of G1, 5 - was not adequate to stop soil erosion.
C6	Did the contractor effectively coordinate and manage the work of its subcontractors? 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.	ranking = I Issues have been encountered with complete coverage of scope between subcontractors employed by the Contractor and between the Main Contractor, e.g. Testing Manager. Scope changes between Aplus and their sub-trade needed to be handled internally without involving Client / COC as the COC has a contract with Aplus only. Difficulties encountered with change related discussions from subcontractors. Cole asked for three quotations for cable bus for three options to compare, however only one quotation was provided. Subcontractors need to follow established communication protocol including RFI's e.g. for TSSA comments. Long email links without an RFI are an ineffective means for communication as has been highlighted to subcontractors. Inefficient communication from subs with multiple emails instead of following proper procedures of filing a claim (see email from Di Strucchi on Feb. 13, 2017 with subject "Elkame PS - Item 8k) Minutes #17". Plan Group bringing up items during progress meetings that are not on critical path and the review time of which has not expired or come close, without highlighting any issues, which seems an ineffective use of project meeting time and resources. Meetings requested from subcontractors without adequate Agenda provided in time to work with and many requests needed from contract administrator to obtain Agenda ahead of time so meeting time can be used effectively and efficiently.
C7	Did a person with decision-making authority represent the contractor at pay/progress meetings? EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project. EE - Pay/Progress meetings always attended by decision-making authority. ME - Pay/Progress meetings usually attended by decision-making authority. I - Pay/Progress meetings mostly have sufficient representation by decision-making authority. U - Pay/Progress meetings have little or no attendance by decision-making authority. N/A - The question is not applicable to this evaluation.	rank = ME Peter Martins and Fiaz Karim were not present at Progress Meeting #25 held on May 24, 2017 although Tender Section 5 Item 3.10.2 which adds Clause 3.6.4 to CCDC necessitates the Contractor to have present particularly for site progress meetings a representative with full authority to respond and take action on all required matters. In an email sent by Aplus on June 1, 2017 that Luis Correia is an Assistant Project Manager. This is of today since there are no prior indications of this. During discussion of critical activities regarding project progress, Aplus provided no comments as noted in the meeting minutes #25.
C8	Did the contractor submit timely, relevant requests for information (RFIs) as needed? EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays. EE - Timely, accurate and in accordance with contract. ME - Usually timely, accurate and in accordance with contract. I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources. U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.	ranking = I RFIs were not submitted for all the items and questions that came up from the Contractor. Questions including those regarding TSSA should be documented via RFI and RFI Response. Questions from subcontractors need to be documented via RFI and RFI Response as highlighted on a number of occasions to Plan Group and Aplus. RFIs were raised regarding the pouring of the initial slab chamber too late, after Aplus completed the pouring of the initial slab of the reservoir. Many RFIs are received as urgent request despite the established protocol. Aplus needs to plan ahead for activities and raised RFIs in a timely manner accounting for the established protocols. RFIs submitted to COLE have responses and answers within the contract document which consume additional efforts to address a response to Aplus. RFIs not sufficiently clear, did not make reference to relevant document/drawing. Contractor asked questions that were already answered in previous RFI.

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C9	Were shop drawings submitted according to shop drawing schedule and in compliance with the contract? EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project. EE - Schedule and all shop drawings submitted on time and complete. ME - Schedule and most shop drawings submitted on time and complete. I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources. U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.	ranking = I FAT tests moved without factoring in time needed for submission and review of relevant shop drawings (ref email sent from Cole by Neena on March 7, 2017 with subject "EPG - Revised FAT dates" and email from Scott Truong/Plan Group sent on March 8, 2017 with same subject "FAT carried out without reviewed shop drawing, risk not identified and mitigated by subcontractor/contractor"). Hard copies of Shop Drawings not satisfactorily addressed (ref Meeting Minutes #18 Item 8 m but not all hard copies received). Submittals still contain copyright markings despite COLE's repeated requests to address this. E.g. Sub 131 (aka Sub 08) Rev. 1). Shop drawings still missing compliance reports (e.g. General Storage-Preservation) and need to be returned as Revised & Resubmit for this reason. Additional time and resources needed from COLE for this. Shop drawings deviate from the Specifications without requesting formal deviation, despite COLE's requests for this. E.g. Sub 125 Rev 1 General 1 FAT Docs Rev 1 radiator disconnects to be replaced with circuit breakers as shown on the Contract drawings E135, E136, E137 as previously highlighted to Aplus / Plan Group via email from Cole on April 26, 2017 (email subject: "Remote Radiators - Circuit Breakers"). Many shop drawings required many revisions before being accepted. Despite several requests outstanding shop drawings in accordance to the contract hasn't been submitted to date or were submitted late (ie. spec section 03251).
D. EXECUTION - Work Performance		
COMMENTS/BACKUP		
D1	Did the contractor complete the project on time? EX - Contractor exceeds contractual completion date. EE - Contractor meets contractual completion date with no extensions. ME - Contractor meets contractual completion date with approved extensions. I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources. U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources. N/A - N/A is to be chosen for all but the final evaluation once the project is completed.	ranking = N/A
D2	Did the contractor follow the approved schedule and meet milestones? 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.	ranking = I - COLE and City personnel went to Alberta for the scheduled MCC and Switchgear FATs; however the supplier/manufacturers was not ready to conduct functional testing for the MCC at the FAT. Comments from Cole attendees for the MCC FAT was that the supplier/manufacturers was generally unprepared and not expediting the FAT to take place that day. No QA/QC forms were available at the FAT as required by the Contract. Much additional time spent from COLE / BUT waiting for Eaton to get organized. Eaton was still two days away from arranging the equipment even after COLE BUT arrived at the FAT. - Electrical room not installed and electrical equipment (Switchgear) was brought onto site and stored in electrical room. - Milestone not met and equipment placed in jeopardy. - Significant milestone of returning reservoir back to service prior to July of 2017 missed with very little urgency applied to recover. Significant additional staff time and resources were required to expedite action to ensure reservoir restored to service in a timely manner. (ref Meeting Minutes #20 Item 3F).
D3	Did the contractor provide effective quality control? EX - Exceptional QA/QC. No deficiencies. Adds value to Project. EE - Excellent QA/QC. Minor if any deficiencies which are corrected quickly. No additional staff effort required. ME - Adequate quality control. Few deficiencies which are corrected quickly. I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct. U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct. N/A - The question is not applicable to this evaluation.	ranking = I - Responses by Contractor to comments provided by Cole on Contractor's QA/QC Plan still outstanding. (ref Review Comments dated 2017-02-03) - Installed temperature gauge noticed for the first time as of March 10, 2017 and this temperature gauge is connected to the meter. Prior to this, Aplus has not shown us or responded to our requests for temperature gauge and temperature readings, although the winter season (temperatures have been occurring since November 2016). - Testing Manager shop drawing only submitted June 3rd 2017, despite formal request from Cole to complete this contractual requirement and several FATs took place without an approved Testing Manager in place. - Inadequate quality measures led to major deficiencies including inlet pipe and pipe length adjustments which required additional Cole and City staff time and effort to correct.
D4	Did the contractor keep the site clean and free of trash and debris in compliance with the contract? EX - Performance in this area can not be Exceptional. EE - Project site kept very clean and free of trash and debris. ME - Most trash, debris cleaned up on a daily basis from project site. I - Contractor periodically cleans up project site with minimal directive. U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris. N/A - The question is not applicable to this evaluation.	ranking = ME
D5	Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs? EX - Performance in this area can not be Exceptional. EE - All change orders, change directives, site instructions, RFQ's responded to immediately. ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents. I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems. U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQs. N/A - The question is not applicable to this evaluation.	ranking = U Field instruction not acted on promptly. Much time is consumed obtaining sufficient supporting details for RFQ responses that are difficult to respond with expected norms. Possible opportunities to improve progress on critical path items utilizing Change Directive followed by CO consulting actual costs. Aplus did not correct defective work in relation to reservoir inlet slab - FI 013 and FI 014 / RFG 16 submitted to Aplus. Aplus refused to correct the defective work noted within the field instructions. Cole eventually issued FI 013 and Cause for Default letter - Aplus only adhered once a cause for default letter was issued. Aplus did not adhere to CD #009 - Aplus only adhered once a cause for default letter was issued.

Figure 20 - Page 5 of Detailed Contractor Performance Evaluation #3


 CPE Definitions & Comments/Backup - Aplus		Date:
version 1.2 - Feb 25-15		Jul 05/17
EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.		
D6	<p>Did the contractor seek authorization to perform extra or additional work?</p> <p>EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City. ME - Provides quote and proceeds only after approval received. I - Occasionally proceeds with work before quote reviewed and approved. U - Frequently proceeds with work without review or approval. N/A - The question is not applicable to this evaluation.</p>	ranking = ME
D7	<p>Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge</p> <p>EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project. EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly. ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly. I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort. U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort. N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Aplus did not follow contract requirements under GC 8 dispute resolution despite COLE's clear instructions to Aplus from its proceed under GC 8.</p>
D8	<p>Was the quality and submission timelines of the following items acceptable?</p>	
D8.1	<ul style="list-style-type: none"> Look ahead schedules or work plans 	ranking = I
D8.2	<ul style="list-style-type: none"> Accurate and complete record documents (as-builts) 	ranking = N/A
D8.3	<ul style="list-style-type: none"> Complete operations and maintenance manuals and closeout documents 	ranking = N/A
D8.4	<ul style="list-style-type: none"> Secure and/or closed applicable municipal permits 	ranking = ME
D8.5	<ul style="list-style-type: none"> Startup testing and commissioning reports 	ranking = N/A
D8.6	<ul style="list-style-type: none"> Training plan and manuals 	ranking = N/A
	<p>EX - All submissions on time and of exceptional quality, adding value to the project. EE - All submissions on time and of excellent quality. ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly. I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources. U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p>	<p>Look ahead schedules often do not appear to be directly correlated to overall master schedule. This would greatly improve clarity and the ability for all (Contractor, Consultant and City) to understand and assess progress relative to the overall schedule.</p> <p>Look ahead schedules has inaccurate information highlighting that information is pending from COLE, however no explanation given by Aplus why these activities are pending on COLE.</p>
E ADMINISTRATION - Contractor Performance and Diligence		
		COMMENTS/BACKUP
E1	<p>Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?</p> <p>EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents. ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract. I - Communication with the contract administrator and all stakeholders poor and causes periodic problems. Requires some additional staff time/resources. U - Contractor's communication with the contract administrator and all stakeholders poor and the cause of constant problems. Strongly impacts the success of the project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>ranking = U</p> <p>Significant aspects like concrete pour sequence (Master Plan) concrete joint detail and waterstops could have benefited from improved communication and a more collaborative approach. Significant delays incurred related to inadequate communication.</p> <p>Contractor refused in numerous occasions to provide response to requests and questions/clarifications during progress meetings when Cole asked for comments and feedback.</p> <p>Contractor (Site Supervisor) took initiative to notify Cole Inspector in advance (March 20th 2017) of Mark 1 or 1800mm watermain to be installed, so that Cole Civil Designer could arrange to be on site for this March 23rd/24th).</p> <p>Contractor initiated significant unnecessary and irrelevant amount of letters and communications that demonstrated their refusal to collaborate and cooperate to proceed with work in accordance with contract requirements and specifications.</p>
E2	<p>Did the contractor participate in resolving project problems and display initiative to implement solutions?</p> <p>EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve. I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Cooperation on several significant issues not displayed including waterstops and 1800mm watermain. Special action required to get Contractor to communicate suggestions. Significant number of disagreements encountered. Change Order costing details not well supported and difficult to obtain clarity. Significant resources required to resolve.</p>

Figure 21 - Page 6 of Detailed Contractor Performance Evaluation #3

 CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Jul 05/17
EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.		
E3	Did the contractor demonstrate accountability for problems for which they were responsible? EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution. EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution. ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution. I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve. U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.	ranking = I Contract indicates that Contractor is responsible for waterstops details however Contractor only submitted these details in June 2017. Contract indicates that Contractor to submit Master Plan of Construction Joints and Concrete Placing Schedule however the former was submitted recently in June 2017 and the latter's first revision was submitted only recently in June 2017, despite numerous requests from COLE for Aplus to submit these. Issues with concrete pour's may have been avoided if these documents were submitted on time and reviewed. The Contractor indicated that construction of watermain connection to existing reservoir could not be guaranteed to be leak proof due to inadequate design. In order to address any potential design concerns the Contractor was asked to be specific about particular design concerns that were believed could contribute to possible leakage, however no specifics were provided yet the Contractor would not confirm accountability for ensuring that the construction would be leak free (ref. email dated Feb 6, 2017 from B. Strudel).
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 Some billing anomalies have been encountered but generally corrections have been swift and overall meet expectations.
E5	Did the contractor provide competitive change order pricing? EX - Change order quotes are reasonable, timely. Occasionally expands scope at not cost to City. EE - Change order quotes are reasonable and timely; no unresolved issues. ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues. I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve. U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with; many unresolved issues requiring much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Change Order quotations significantly exceed Consultant's maximum estimates. Backup details to justify differing amounts difficult to obtain. Rates exceeding standard 40% burden not supported by independent auditor approval prior to submission to COLE.
E6	Did the contractor accept responsibility for the full scope and extent of the contract? EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost. EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction. I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort. U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort. N/A - The question is not applicable to this evaluation.	ranking = U Contract indicates that Contractor is responsible for waterstops details however Contractor did not provide these documents until June 2017. Contract indicates that Contractor to submit Master Plan of Construction Joints and Concrete Placing Schedule however the former was submitted recently in June 2017 and the latter's first revision was submitted only recently in June 2017, despite numerous requests from COLE for Aplus to submit these. Issues with concrete pour's may have been avoided if these documents were submitted on time and reviewed. Contractor to date has not submitted a complete list of shop drawings with submittal schedule according to Section 1200 Item 1.2.1. This was needed to outline what is outstanding and when Aplus intends to submit it. In addition it would have helped the project team determine what outstanding documentation is missing in Aplus' general plan. Contractor unprepared to adhere to contract clauses pertaining to dispute resolution process. (ref. Aplus letter dated June 2, 2017).
E7	Did the contractor coordinate to minimize disruption to the public and City operations? EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public. EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public. ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public. I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources. U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Reservoir out-of-operation and not available to date despite requests for July 2017 restoration date, to meet potential water supply issues in high demand summertime season. Reservoir return to service not addressed with appropriate urgency and importance.

Figure 22 - Contractor Performance Evaluation #4 Summary



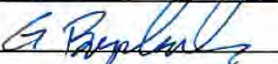
		Contractor Performance Evaluation <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 4 DATE: Nov 10/17	
CONTRACTOR: Aplus					
PROJECT NAME: Ellesmere Generator					
DESCRIPTION:				Ranking	
CONTRACT No.: MCP-13-18WS		START DATE: Jun 08/16		For definitions refer to Backup sheets	
CONTRACT VALUE: \$25M		COMPLETION DATE: Aug 01/18		U	I ME EE EX N/A
A. SAFETY & COMPLIANCE - Laws & Standards				sub-score 3.00	Weight 25%
1. Did the contractor comply with OHSA requirements?					<input checked="" type="checkbox"/>
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?					<input checked="" type="checkbox"/>
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?					<input checked="" type="checkbox"/>
B. QUALITY - Compliance with Contract Standards & Specifications				sub-score 2.00	Weight 25%
1. Did the contractor comply with standards and specifications in the contract?					<input checked="" type="checkbox"/>
2. Was the quality and workmanship in compliance with the contract documents?					<input checked="" type="checkbox"/>
3. Did the contractor promptly & effectively correct defective work as the project progressed?					<input checked="" type="checkbox"/>
C. ORGANIZATION - Work Plan and Management				sub-score 2.43	Weight 12.5%
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?					<input checked="" type="checkbox"/>
2. Did the contractor commence the work on time?					<input checked="" type="checkbox"/>
3. Did the contractor submit schedule updates in accordance with the contract?					<input checked="" type="checkbox"/>
4. Did the contractor adequately staff and resource the project in compliance with the contract?					<input checked="" type="checkbox"/>
5. Did the contractor provide adequate & competent site supervision?					<input checked="" type="checkbox"/>
6. Did the contractor effectively coordinate and manage the work of its subcontractors?					<input checked="" type="checkbox"/>
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?					<input checked="" type="checkbox"/>
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?					<input checked="" type="checkbox"/>
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?					<input checked="" type="checkbox"/>
D. EXECUTION - Work Performance				sub-score 2.40	Weight 25%
1. Did the contractor complete the project on time?					<input checked="" type="checkbox"/>
2. Did the contractor follow the approved schedule and meet milestones?					<input checked="" type="checkbox"/>
3. Did the contractor provide effective quality control?					<input checked="" type="checkbox"/>
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?					<input checked="" type="checkbox"/>
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?					<input checked="" type="checkbox"/>
6. Did the contractor seek authorization to perform extra or additional work?					<input checked="" type="checkbox"/>
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?					<input checked="" type="checkbox"/>
8. Was the quality and submission timelines of the following items acceptable?					
8.1 Look ahead schedules or work plans					<input checked="" type="checkbox"/>
8.2 Accurate and complete record documents (as-builts)					<input checked="" type="checkbox"/>
8.3 Complete operations and maintenance manuals and closeout documents					<input checked="" type="checkbox"/>
8.4 Secure and/or closed applicable municipal permits					<input checked="" type="checkbox"/>
8.5 Startup testing and commissioning reports					<input checked="" type="checkbox"/>
8.6 Training plan and manuals					<input checked="" type="checkbox"/>
E. ADMINISTRATION - Contractor Performance and Diligence				sub-score 2.25	Weight 12.5%
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?					<input checked="" type="checkbox"/>
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?					<input checked="" type="checkbox"/>
3. Did the contractor demonstrate accountability for problems for which they were responsible?					<input checked="" type="checkbox"/>
4. Did the contractor submit accurate, complete invoices in a timely manner?					<input checked="" type="checkbox"/>
5. Did the contractor provide competitive change order pricing?					<input checked="" type="checkbox"/>
6. Did the contractor accept responsibility for the full scope and extent of the contract?					<input checked="" type="checkbox"/>
7. Did the contractor coordinate to minimize disruption to the public and City operations?					<input checked="" type="checkbox"/>
				2.43	Total Score (weighted)
Name (Print or Type)		Signature		Date	
Project Manager: Bil Strucel				Nov 14/17	
Manager: Garry Boychuk				Nov 14/17	
Director:					
<small>(required for Final only)</small>					
NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)					

Figure 23 - Page 1 of Detailed Contractor Performance Evaluation #4

TORONTO CPE Definitions & Comments/Backup - Aplus		Date:
version 1.2 - Feb 25-15		Nov 10/17
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
A. SAFETY & COMPLIANCE - Laws & Standards		
COMMENTS/BACKUP		
A1	Did the contractor comply with OSHA requirements?	ranking = ME
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Strict compliance with OSHA requirements with no exceptions</p> <p>ME - Complies with OSHA requirements with very minor issues that are immediately remedied</p> <p>I - Inconsistent compliance with OSHA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries</p> <p>U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OSHA contraventions and/or convictions</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Meets Expectation, when COLE raised concern about excavation slope safety, Aplus indicated they called MOL to visit site. Aplus did work to correct stop work orders issued by the MOL. Subsequent MOL visits to site cleared the remaining 2 stop-work orders. This category is not "EE" because of the stop-work orders issued by the MOL to Aplus. Refer to MOL Site Visit reports dated July 20th 2017, July 27th 2017, August 23th 2017 and September 7th 2017, as well as Minutes from Progress Meetings #29, 30, 31, 32 and 33.</p>		
A2	Did the contractor adhere to environmental, (non-OSHA) safety requirements, and other laws & policies?	ranking = ME
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Fully complies with environmental and (non-OSHA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems.</p> <p>ME - Complies with above. Minimal problems, if any.</p> <p>I - Inconsistent compliance with (non-OSHA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected</p> <p>U - Failure to adhere to environmental and (non-OSHA) 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</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Meets Expectation, however some delays have been experienced in obtaining sufficient details to secure MOE Drinking Water Protection Guidelines are fully addressed</p>		
A3	Did the contractor take adequate precautions with any hazardous materials and designated substances?	ranking = ME
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws</p> <p>ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction</p> <p>I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources</p> <p>U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources</p> <p>N/A - The question is not applicable to this evaluation.</p>		
B. QUALITY - Compliance with Contract Standards & Specifications		
COMMENTS/BACKUP		
B1	Did the contractor comply with standards and specifications in the contract?	ranking = I
<p>EX - Strict adherence to contract documents. Approved variations added value.</p> <p>EE - Strict adherence to contract documents especially standards and specifications</p> <p>ME - Some approved deviations but essentially in compliance with standards and specifications</p> <p>I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources</p> <p>U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Fifth reminder to address CTR issue - refer to comments on Sub 127 Rev 3 - GenSet 3 FAT Data (Code-reference: 328817-16-38C)</p> <p>Aplus did not fulfil Tender Section 016505 Clause 7.2.2 "Equipment and system documentation as a minimum shall include date of test, equipment number, or system name, nature of test (performance or operational), test objectives, test results, test instruments employed for the test and signature space for the Consultant's witness and the Contractor's Testing Manager"</p> <p>Aplus indicated they did not send Testing Manager to MCP FAT since it was out of province/country</p> <p>• Sub 127 Rev 3 Concrete Paving Sequence - same re-submission over and over. Aplus has not communicated in advance how they are going to construct this building or they have not communicated that information to whomever is creating the shop drawings. No sequence of concrete pours has been submitted that would allow the structural engineer to review location of construction joints in advance</p> <p>• Aplus did not comply with Toronto Water standard TS 7.30 for critical Disinfection Plan submission despite specific reminders</p> <p>• Aplus has still not submitted list of shop drawings that will be submitted for the entire project as required by the Contract</p>		

Figure 24 - Page 2 of Detailed Contractor Performance Evaluation #4

TORONTO CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Nov 10/17
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
B2	Was the quality and workmanship in compliance with the contract documents?	ranking = I
<p>EX - Superior workmanship and quality. Creative, approved substitutions add value.</p> <p>EE - Workmanship is excellent and meets peak requirements of the contract documents. No rework.</p> <p>ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required.</p> <p>I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources.</p> <p>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.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Admitted installation of watermain Mark 3 to Mark 4 section contrary to Northwest Pipe manufacturer's installation procedure. Admitted joint was unacceptable quality and poor workmanship. Significant rework was required including several months of possible delay to the project schedule. Additional resources from Cole Engineering were required to provide direction to the Contractor to ensure the applicable quality practices were properly implemented.</p>		
B3	Did the contractor promptly & effectively correct defective work as the project progressed?	ranking = I
<p>EX - Performance in this area can not be Exceptional</p> <p>EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality.</p> <p>ME - Timely responses to correct defective work. Quality of work is average.</p> <p>I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources.</p> <p>U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Significant deficiencies were identified in the adequacy of FAT details required, and proper verification of critical equipment suitability for further integration into system operation. Additional Consultant time and effort required to instruct the Contractor and subs on requirements not met, and how to address these. MCC Factory Acceptance Tests remain incomplete for over 6 months and until full details are received and accepted significant risk to performance and schedule remain.</p>		
C. ORGANIZATION - Work Plan and Management		COMMENTS/BACKUP
C1	Did the contractor submit a satisfactory baseline schedule in compliance with the contract?	ranking = N/A
<p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project.</p> <p>EE - Contractor submitted baseline schedule and all submissions on time and complete.</p> <p>ME - Contractor submitted majority of submissions and baseline schedule on time and complete.</p> <p>I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources.</p> <p>U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Master schedule does not seem to be utilized by the Contractor to address progress issues that arise. Many tasks on baseline (such as complete Shop Drawings, generator deliveries, and roadwork completion) not completed or delayed significantly.</p>		
C2	Did the contractor commence the work on time?	ranking = ME
<p>EX - Performance in this area can not be Exceptional.</p> <p>EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement.</p> <p>ME - Contractor mobilizes and commences work according to the contract requirement.</p> <p>I - Contractor mobilizes and commences work according to the contract requirement with minor delay.</p> <p>U - Contractor slow to mobilize and does not commence work according to the contract requirements, resulting in major delay.</p> <p>N/A - The question is not applicable to this evaluation.</p>		
C3	Did the contractor submit schedule updates in accordance with the contract?	ranking = I
<p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project.</p> <p>EE - The contractor submits schedule updates timely, accurate and in accordance with the contract.</p> <p>ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract.</p> <p>I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources.</p> <p>U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Significant additional time required by Consultant to review and comment on deficiencies within the submitted schedule. Master schedule does not seem to be utilized by the Contractor to address progress issues that arise.</p> <p>Aplus showed Road Occupancy Permit 100% in October 2016, yet this is a year in advance of the associated scheduled work, and the Permit has not been obtained to date. Poor use of project schedule by contractor.</p> <p>Schedule (from baseline on) has critical tasks out of sequence: i.e. the Building Weather Tight Jan/2017, and Generators onsite Feb/2017. Current schedule has the generators coming to site Dec/2017 and the building weather tight May/2018.</p> <p>Contractor has not submitted any schedule recovery plan or made attempts to improve the schedule which has slipped significantly from Sept/2017 to Oct/2017 a total of 133 days.</p> <p>Current schedule submitted by Contractor indicates planned completion date of November 25, 2017 which is 5 months later than contractual completion date.</p> <p>Substantial completion date altered contrary to terms and conditions specified in the contract.</p>		

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 CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Nov 10/17
EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.		
C4	Did the contractor adequately staff and resource the project in compliance with the contract? EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project. EE - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, equipment always well maintained and available when needed. ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays. I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays. U - Poorly staffed, equipment is not available or reliable constantly resulting in delays. N/A - The question is not applicable to this evaluation.	ranking = I Schedule is not mandated or aggressive. Many tasks sloping on a month to month basis. Contractor only started utilizing Saturday work as of November 2017 to try to make up schedule. No Saturday work was ongoing from Aug 2017 to October 2017 (this CPE period).
C5	Did the contractor provide adequate & competent site supervision? EX - Exceptional site supervision anticipating problems and adding significant value to the project. EE - Well staffed with highly qualified site supervision present to direct others as needed. ME - Qualified site supervision with necessary skill present to direct others as needed. I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources. U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = ME
C6	Did the contractor effectively coordinate and manage the work of its subcontractors? 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.	ranking = I Issues have been encountered with complete coverage of scope between various subcontractors employed by the Contractor. Difficulties encountered with change related discussions from subcontractors. Scope between Aplus and Plan Group not effectively handled outside of the progress meetings - COLE and the City often have to assist and provide input on how the GC and sub can deal with site not being ready to receive electrical equipment. However this is GC's responsibility and Aplus should take more responsibility for this without our prompting and coaching. No effective agenda provided for MCC Functional Testing Meeting, despite multiple requests from COLE. Plan Group should have provided a list of MCC Functional Tests ahead of time for COLE to review, so that they could have been discussed during the meeting and progress could have been made. Instead, the resolution of the meeting was that Plan Group to provide proposed list of MCC functional tests. Poor management of subs - Plan Group submitted Submittal and then request to have conference call regarding this submittal to be held less than 48 hours later before COLE team has time to review.
C7	Did a person with decision-making authority represent the contractor at pay/progress meetings? EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project. EE - Pay/Progress meetings always attended by decision-making authority. ME - Pay/Progress meetings usually attended by decision-making authority. I - Pay/Progress meetings mostly have sufficient representation by decision-making authority. U - Pay/Progress meetings have little or no attendance by decision-making authority. N/A - The question is not applicable to this evaluation.	rank = ME Contractor Project Manager frequently unavailable and not in attendance for site Project Progress Meetings. Contractor's staff in attendance unable or unprepared to act or adequately respond on matters requiring immediate action. Decisions have to be referred to "higher management" i.e. critical change directive work, and schedule recovery plans, and constructive resolution of differences related to actual costs and quoted costs.
C8	Did the contractor submit timely, relevant requests for information (RFIs) as needed? EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays. EE - Timely, accurate and in accordance with contract. ME - Usually timely, accurate and in accordance with contract. I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources. U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.	ranking = ME

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TORONTO CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Nov 10/17
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent.</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
C9	<p>Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?</p> <p>EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project.</p> <p>EE - Schedule and all shop drawings submitted on time and complete.</p> <p>ME - Schedule and most shop drawings submitted on time and complete.</p> <p>I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources.</p> <p>U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>Ranking = I</p> <p>Poor quality of shop drawings/submittals - several revisions required before contractor finally gets it adequately complete. Normally shop docs should be complete within 2 reviews however due to shop doc inadequacies 70 additional submittals (3 or more reviews) have been required.</p> <p>COLE has to repeat its comments several times in several versions of shop drawings, contractor simply ignores comments until 5 revisions later. e.g. Testing Manager submittal.</p> <p>• Sub 137 Rev 7 Concrete Placing Sequence - came re-submission over and over. Aplus lacks foresight and has not thought ahead in how they are going to construct this building or they have not communicated that information to whomever is creating this shop drawing. I think they have not thought ahead about the "big picture" based on the issues we have seen on site thus far. This submittal should be very easy on their end and if they actually had some sort of plan in place as to how they are going to construct this building as they would simply have to send me that plan. I am very concerned if the amount of detail in this shop drawing is indicative of the amount of planning on behalf of Aplus.</p> <p>• Aplus has still not submitted Master Plan of Construction Joints as required by the Contract.</p> <p>• Aplus has still not submitted schedule list of shop drawings that will be submitted for the entire project as required by the Contract.</p>
<p>D. EXECUTION - Work Performance COMMENTS/BACKUP</p>		
D1	<p>Did the contractor complete the project on time?</p> <p>EX - Contractor exceeds contractual completion date.</p> <p>EE - Contractor meets contractual completion date with no extensions.</p> <p>ME - Contractor meets contractual completion date with approved extensions.</p> <p>I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources.</p> <p>U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources.</p> <p>N/A - N/A is to be chosen for all but the final evaluation once the project is completed.</p>	<p>Ranking = N/A</p>
D2	<p>Did the contractor follow the approved schedule and meet milestones?</p> <p>EX - Maintains an accelerated project schedule resulting in early completion of project before contract completion date.</p> <p>EE - Meets all milestones and schedule.</p> <p>ME - Meets schedule and key milestones.</p> <p>I - Behind schedule and some key milestones missed. Requires some additional staff time/resources.</p> <p>U - Continually behind schedule and most key milestones missed. Requires much more additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>Ranking = I</p> <p>Building was supposed to be complete before electrical equipment brought in, and moreover Aplus did not handle this issue, necessitating for COLE and the City to step in and guide Aplus/Plan Group step by step.</p> <p>Scheduled milestones are routinely not met and continue to slip on a month to month basis. Detailed monthly analysis provided to Contractor identifying numerous tasks inexplicably delayed and requiring urgent attention.</p> <p>Approved baseline schedule showed 1800mm pipe installation for December 2016/January 2017, and Aplus claim for delays in August/September/October 2016 due to RFQ 005 pipe changes remain unsupported.</p>
D3	<p>Did the contractor provide effective quality control?</p> <p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project.</p> <p>EE - Excellent QA/QC. Minor if any deficiencies which are corrected quickly. No additional staff effort required.</p> <p>ME - Adequate quality control. Few deficiencies which are corrected quickly.</p> <p>I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct.</p> <p>U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>Ranking = I</p> <p>Contractor's QA/QC Plan submitted late, significant deficiencies in the QA/QC plan were identified by the Consultant.</p> <p>Overall project quality is at risk until a complete and sound QA/QC plan is submitted, adhered to and checked against.</p> <p>• Aplus did not properly coordinate shop drawings (SDs) with site works - attempted to pour without having reviewed SDs for the relevant area, despite multiple reminders from Cole. Relevent communication (emails) on July 11, 2017.</p> <p>• Aplus (LC) indicated they want to pour Wall A/G/L 4.4.5 on Tuesday July 18th 2017, however, Sub 137 Rev 2 and Sub 138 Rev 1 are R&R. Aplus did not properly coordinate SDs with site works.</p> <p>• Aplus missing on pouring reservoir chamber on July 18th 2017 without reviewed SDs Sub 138 Rev 1 and Sub 137 Rev 2.</p> <p>• At 4pm on July 17th 2017 LC submitted Sub 137 Rev 3 and indicated at 12pm on July 18th 2017 that he wanted to pour the Top of Chamber at 3pm today (July 18th 2017). This leaves COLE less than 3 hrs to review the submittal. Contract calls for 15 business days' review time.</p> <p>• Aplus did not install and weld the 1800mm watermain according to the SD - refer to RFI 166, RFI 166 Response, RFI 166</p>
D4	<p>Did the contractor keep the site clean and free of trash and debris in compliance with the contract?</p> <p>EX - Performance in this area can not be Exceptional.</p> <p>EE - Project site kept very clean and free of trash and debris.</p> <p>ME - Most trash, debris cleaned up on a daily basis from project site.</p> <p>I - Contractor periodically cleans up project site with minimal directive.</p> <p>U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>Ranking = ME</p>
D5	<p>Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?</p> <p>EX - Performance in this area can not be Exceptional.</p> <p>EE - All change orders, change directives, site instructions, RFQ's responded to immediately.</p> <p>ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents.</p> <p>I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems.</p> <p>U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQs.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>Ranking = I</p> <p>Much time is consumed obtaining sufficient supporting details for RFQ responses that are difficult to reconcile with expected norms.</p> <p>Simple Site Instructions with no significant scope implications often disputed with only resort to utilizing Change Directive in order to progress.</p> <p>Lack of action and response on current change directives (CD, 13, 14, 15) - this item is bordering on a "U" status.</p> <p>Contractor could have proceeded with the work up to the upset limit of \$25,000 and then notified the contract administrator that they had reach their limit and submitted all relevant invoices and I&M documentation, however the Contractor refused to proceed with these CDs at all. GC 6.3 indicates that a CG is used "prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time" and "Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work" and "When the Owner and the Contractor reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order."</p>

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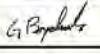
 CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Nov 10/17
EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.		
D6	Did the contractor seek authorization to perform extra or additional work? EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City. ME - Provides quote and proceeds only after approval received. I - Occasionally proceeds with work before quote reviewed and approved. U - Frequently proceeds with work without review or approval. N/A - The question is not applicable to this evaluation.	ranking = ME ME - Never expands scope at no cost to City - in fact often tries to claim additional cost for these scope events.
D7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge? EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project. EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly. ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly. I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort. U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort. N/A - The question is not applicable to this evaluation.	ranking = ME
D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	• Look ahead schedules or work plans	ranking = I
D8.2	• Accurate and complete record documents (as-builts)	ranking = I
D8.3	• Complete operations and maintenance manuals and closeout documents	ranking = N/A
D8.4	• Secure and/or closed applicable municipal permits	ranking = I
D8.5	• Startup testing and commissioning reports	ranking = N/A
D8.6	• Training plan and manuals	ranking = N/A
	EX - All submissions on time and of exceptional quality, adding value to the project. EE - All submissions on time and of excellent quality. ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly. I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources. U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources. N/A - The question is not applicable to this evaluation.	Lookahead schedules often do not appear to be directly related to overall master schedule. This would greatly improve clarity and the ability for all (Contractor, Consultant and City) to understand and assess progress relative to the overall schedule. Look ahead schedules has 'TBD', however no explanation given by Aplus why these activities are TBD. Aplus did not obtain Road Work Permit in time and did not try to work with the City or Fortin's schedule to complete this work. As-built markups for record purposes not fully available on site making it difficult to comply with Section 01720 Item 3.1.1. Difficulties with clarity on any deviation from IFC version has sometimes compounded problems.
E ADMINISTRATION - Contractor Performance and Diligence		COMMENTS/BACKUP
E1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders? EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents. ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract. I - Communication with the contract administrator and all stakeholders poor and caused periodic problems. Requires some additional staff time/resources. U - Contracting communication with the contract administrator and all stakeholders poor and the cause of constant problems. Strongly impacts the success of the project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Several issues (walkway, cable duct routing, and FATs) could have benefited from improved communication and a more collaborative approach. Significant aspects like concrete pour sequence (Master Plan) concrete joint detail and waterstops could have benefited from improved communication and a more collaborative approach. Significant delays incurred related to inadequate communication. Contractor refused in numerous occasions to provide response to requests and questions/clarifications during progress meetings when Cpe asked for comments and feedback.
E2	Did the contractor participate in resolving project problems and display initiative to implement solutions? EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve. I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.	ranking = I Cooperation on several significant issues not displayed including waterstops and 1800mm system man - Special action required to get Contractor to communicate suggestions. Significant number of disagreements encountered. Change Order costing details not well supported and difficult to obtain clarity. Significant resources required to resolve. Contractor did not take an active responsive role in solving the Elsomere Rd. crossing - City eventually de-scoped the work from Aplus to get it completed prior to first paving of the road.

Figure 28 - Page 6 of Detailed Contractor Performance Evaluation #4

 CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Nov 10/17
EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.		
E3	Did the contractor demonstrate accountability for problems for which they were responsible? EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution. EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution. ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution. I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve. U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.	ranking = I Contract indicates that Contractor to submit Master Plan of Construction Joints and Concrete Placing Schedule however the former was submitted recently in June 2017 and the latter's resubmittals achieve a "Revise & Resubmit" status each time with a concern expressed by COLE's Structural Engineer that the shop drawing does not indicate if Aplus has thought ahead how the building will be constructed, despite numerous requests from Cole for Aplus to submit these issues with concrete pouring may have been avoided if these documents were submitted on time and reviewed. Aplus rarely accepts responsibility for their errors and normally tries to blame it on another party even if supporting documentation indicates the opposite (ex. Aplus indicated Mark 4 joint could not be completed due to removal of Mark 3 bell under CD.009 - this statement was only retracted once it was pointed out to be contrary to Shop Drawings on record). Aplus takes no accountability for their schedule delays and continues to state "Claims" as the reason for all their delays.
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 Some billing anomalies have been encountered but generally corrections have been swift and never meet expectations.
E5	Did the contractor provide competitive change order pricing? EX - Change order quotes are reasonable, timely. Occasionally expands scope at not cost to City. EE - Change order quotes are reasonable and timely; no unresolved issues ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve. U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with; many unresolved issues requiring much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = I Change Order quotations significantly exceed Consultant's maximum estimates. Backup details to justify differing amounts difficult to obtain. Significant unresolved issues. Negotiation and compromise difficulties encountered. Aplus did not provide methodology for Sika EWL quotation despite COLE's requests and agreement in Sika Machine for Aplus to provide this. Change order quotes excessive - i.e. RFG24R1 - \$155K, Cole estimate \$18K, RFG13R1 - \$49K, Cole estimate \$8. Claim (Credit) for power - Contractor only wants to provide a minimal credit even though the CA tried to negotiate a fair settlement.
E6	Did the contractor accept responsibility for the full scope and extent of the contract? EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost. EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction. I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort. U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort. N/A - The question is not applicable to this evaluation.	ranking = I A significant number of disagreements have been encountered. Several remain to be resolved to the satisfaction of all parties. Significant additional time and resources are being expended to address this. Examples: Refusal to acknowledge necessity of detailed Transition Plan submission despite reminders showing exact requirements mandating submission. Great difficulties having all Testing Manager requirements adhered to and fulfilled.
E7	Did the contractor coordinate to minimize disruption to the public and City operations? EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public. EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public. ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public. I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources. U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.	ranking = ME This item is bordering on "I" due to extended period to get the reservoir tied up and back into service. Tender requirement Section 01010 item 1.2.2 not adhered to, formal shutdown request with all associated details required has not been received and Consultant review and approval of such has not been completed. These deficiencies are indicative of poor coordination and planning and are likely to have a negative effect on the public and ongoing operations.

Figure 29 - Contractor Performance Evaluation #5 Summary

 Contractor Performance Evaluation <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 5 DATE: Nov 08/18	
CONTRACTOR: Aplus			
PROJECT NAME: Ellesmere Generator			
DESCRIPTION:		Ranking	
CONTRACT No.: MCP-13-18WS	START DATE: Jun 08/16	<small>File: definitions (Interim Backup) sheet1</small>	
CONTRACT VALUE: \$25M	COMPLETION DATE: Aug 01/18	U	I ME EE EX N/A
A. SAFETY & COMPLIANCE - Laws & Standards		sub-score 2.75	Weight 25%
1. Did the contractor comply with OHSA requirements?			<input checked="" type="checkbox"/>
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?		<input checked="" type="checkbox"/>	
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?			<input checked="" type="checkbox"/>
B. QUALITY - Compliance with Contract Standards & Specifications		sub-score 2.60	Weight 25%
1. Did the contractor comply with standards and specifications in the contract?			<input checked="" type="checkbox"/>
2. Was the quality and workmanship in compliance with the contract documents?			<input checked="" type="checkbox"/>
3. Did the contractor promptly & effectively correct defective work as the project progressed?			<input checked="" type="checkbox"/>
C. ORGANIZATION - Work Plan and Management		sub-score 2.38	Weight 12.5%
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?			<input checked="" type="checkbox"/>
2. Did the contractor commence the work on time?			<input checked="" type="checkbox"/>
3. Did the contractor submit schedule updates in accordance with the contract?		<input checked="" type="checkbox"/>	
4. Did the contractor adequately staff and resource the project in compliance with the contract?		<input checked="" type="checkbox"/>	
5. Did the contractor provide adequate & competent site supervision?			<input checked="" type="checkbox"/>
6. Did the contractor effectively coordinate and manage the work of its subcontractors?		<input checked="" type="checkbox"/>	
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?		<input checked="" type="checkbox"/>	
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?			<input checked="" type="checkbox"/>
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?		<input checked="" type="checkbox"/>	
D. EXECUTION - Work Performance		sub-score 2.24	Weight 25%
1. Did the contractor complete the project on time?			<input checked="" type="checkbox"/>
2. Did the contractor follow the approved schedule and meet milestones?		<input checked="" type="checkbox"/>	
3. Did the contractor provide effective quality control?			<input checked="" type="checkbox"/>
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?		<input checked="" type="checkbox"/>	
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?		<input checked="" type="checkbox"/>	
6. Did the contractor seek authorization to perform extra or additional work?			<input checked="" type="checkbox"/>
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?		<input checked="" type="checkbox"/>	
8. Was the quality and submission timelines of the following items acceptable?			
8.1 Look ahead schedules or work plans			<input checked="" type="checkbox"/>
8.2 Accurate and complete record documents (as-builts)			<input checked="" type="checkbox"/>
8.3 Complete operations and maintenance manuals and closeout documents			<input checked="" type="checkbox"/>
8.4 Secure and/or closed applicable municipal permits			<input checked="" type="checkbox"/>
8.5 Startup testing and commissioning reports			<input checked="" type="checkbox"/>
8.6 Training plan and manuals			<input checked="" type="checkbox"/>
E. ADMINISTRATION - Contractor Performance and Diligence		sub-score 2.07	Weight 12.5%
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?		<input checked="" type="checkbox"/>	
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?		<input checked="" type="checkbox"/>	
3. Did the contractor demonstrate accountability for problems for which they were responsible?		<input checked="" type="checkbox"/>	
4. Did the contractor submit accurate, complete invoices in a timely manner?			<input checked="" type="checkbox"/>
5. Did the contractor provide competitive change order pricing?			<input checked="" type="checkbox"/>
6. Did the contractor accept responsibility for the full scope and extent of the contract?		<input checked="" type="checkbox"/>	
7. Did the contractor coordinate to minimize disruption to the public and City operations?		<input checked="" type="checkbox"/>	
		2.45	Total Score (weighted)
	Name (Print or Type):	Signature	Date
Project Manager:	Bil Strudel	 Bil Strudel 2018.11.08 16:31:03 -05'00'	Nov 08/18
Manager:	Garry Boychuk	 Garry Boychuk 2018.11.09 15:02:41 -05'00'	Nov 08/18
Director:			
<small>(required for Final only)</small>			
NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)			

Page 1 of 1

Figure 30 - Page 1 of Detailed Contractor Performance Evaluation #5


 CPE Definitions & Comments/Backup - Aplus Date: Nov 08/18	
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 EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.	
A. SAFETY & COMPLIANCE - Laws & Standards	
COMMENTS/BACKUP	
A1	Did the contractor comply with OSHA requirements? ranking = ME <div style="display: flex;"> <div style="flex: 1;"> <p>EX - Performance in this area can not be Exceptional EE - Strict compliance with OSHA requirements with no exceptions ME - Complies with OSHA requirements with very minor issues that are immediately remedied I - Inconsistent compliance with OSHA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OSHA contraventions and/or convictions N/A - The question is not applicable to this evaluation.</p> </div> <div style="flex: 1;"> <p>General site safety conditions met, with no reported OSHA incidents in this evaluation period.</p> </div> </div>
A2	Did the contractor adhere to environmental, (non-OSHA) safety requirements, and other laws & policies? ranking = I <div style="display: flex;"> <div style="flex: 1;"> <p>EX - Performance in this area can not be Exceptional EE - Fully complies with environmental and (non-OSHA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems. ME - Complies with above. Minimal problems, if any. I - Inconsistent compliance with (non-OSHA) 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-OSHA) safety requirements, fair wage, human rights or other laws and policies required by the contract, not responsive to directives; requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p> </div> <div style="flex: 1;"> <p><i>Needs improvement. Aplus has refused to rectify site safety issues that have been identified by Field Inspectors F127 and F128, even after a formal Notice of Default was issued to clarify their obligation under the contract. Improperly secured tarps were at risk of being blown onto adjacent public roadway potentially causing fatalities.</i></p> <p><i>Contractor was notified of safety risk related to a reservoir water accumulation in excavated areas, public walkway and roadway at risk due to potential collapse of containment. Risks identified to safety of any individuals on site due to deep water, deep slope and minimal fencing to preclude inadvertent slippage. Insufficient precautionary actions were taken.</i></p> <p><i>Water left standing at site (up to 4 feet in basement area) was tested and identified as unsanitary and foul odours had the potential to create health concerns for any individuals in the locality.</i></p> <p><i>Disinfection plan - contractor was requested to follow the City's standard disinfection procedures, however they failed to comply thus leading to a delay in completing this work by more than 6 months ultimately resulting in the City removing this task from their scope of work in order to get the reservoir back in service.</i></p> </div> </div>
A3	Did the contractor take adequate precautions with any hazardous materials and designated substances? ranking = ME <div style="display: flex;"> <div style="flex: 1;"> <p>EX - Performance in this area can not be Exceptional EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p> </div> <div style="flex: 1;"></div> </div>
B. QUALITY - Compliance with Contract Standards & Specifications	
COMMENTS/BACKUP	
B1	Did the contractor comply with standards and specifications in the contract? ranking = I <div style="display: flex;"> <div style="flex: 1;"> <p>EX - Strict adherence to contract documents. Approved variations added value. EE - Strict adherence to contract documents especially standards and specifications. ME - Some approved deviations but essentially in compliance with standards and specifications I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p> </div> <div style="flex: 1;"> <ul style="list-style-type: none"> Contractor failed to follow the clean-up plan sequence even though reminded on a couple of occasions. Aplus did not comply with Toronto Water standard TS 7-30 for critical Disinfection Plan submission despite specific reminders. Aplus has still not submitted a complete set of all submissions that must be submitted for the entire project as required by the Contract. </div> </div>

Figure 31 - Page 2 of Detailed Contractor Performance Evaluation #5


 CPE Definitions & Comments/Backup - Aplus Date: Nov 08/18			
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. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.			
B2	<p>Was the quality and workmanship in compliance with the contract documents? ranking = ME</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"> <p>EX - Superior workmanship and quality. Creative, approved substitutions add value. EE - Workmanship is excellent and meets peak requirements of the contract documents. No rework. ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required. I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources. U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p> </td> <td style="width: 60%;"></td> </tr> </table>	<p>EX - Superior workmanship and quality. Creative, approved substitutions add value. EE - Workmanship is excellent and meets peak requirements of the contract documents. No rework. ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required. I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources. U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	
<p>EX - Superior workmanship and quality. Creative, approved substitutions add value. EE - Workmanship is excellent and meets peak requirements of the contract documents. No rework. ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required. I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources. U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>			
B3	<p>Did the contractor promptly & effectively correct defective work as the project progressed? ranking = ME</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"> <p>EX - Performance in this area can not be Exceptional EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality. ME - Timely responses to correct defective work. Quality of work is average. I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p> </td> <td style="width: 60%;"> <p>Meets Expectation for actual physical construction completed in this period.</p> <p>This category potentially needs improvement if other general deficiencies are classified as defective work. Defects such as the identified deficiencies and defects in the schedule updates submitted by Aplus were not addressed or rectified. The failure to submit reservoir shutdown request details (as required by contract terms) was not corrected. Problems that were identified with necessary insurance coverage to be provided were not adequately addressed. Additional Consultant time and effort required to instruct the Contractor and subs on requirements not met, and how to address these. MCC Factory Acceptance Tests remain incomplete for over 6 months and until full details are received and accepted significant risk to performance and schedule remain. (these could all possibly move the rating to I)</p> </td> </tr> </table>	<p>EX - Performance in this area can not be Exceptional EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality. ME - Timely responses to correct defective work. Quality of work is average. I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>Meets Expectation for actual physical construction completed in this period.</p> <p>This category potentially needs improvement if other general deficiencies are classified as defective work. Defects such as the identified deficiencies and defects in the schedule updates submitted by Aplus were not addressed or rectified. The failure to submit reservoir shutdown request details (as required by contract terms) was not corrected. Problems that were identified with necessary insurance coverage to be provided were not adequately addressed. Additional Consultant time and effort required to instruct the Contractor and subs on requirements not met, and how to address these. MCC Factory Acceptance Tests remain incomplete for over 6 months and until full details are received and accepted significant risk to performance and schedule remain. (these could all possibly move the rating to I)</p>
<p>EX - Performance in this area can not be Exceptional EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality. ME - Timely responses to correct defective work. Quality of work is average. I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>Meets Expectation for actual physical construction completed in this period.</p> <p>This category potentially needs improvement if other general deficiencies are classified as defective work. Defects such as the identified deficiencies and defects in the schedule updates submitted by Aplus were not addressed or rectified. The failure to submit reservoir shutdown request details (as required by contract terms) was not corrected. Problems that were identified with necessary insurance coverage to be provided were not adequately addressed. Additional Consultant time and effort required to instruct the Contractor and subs on requirements not met, and how to address these. MCC Factory Acceptance Tests remain incomplete for over 6 months and until full details are received and accepted significant risk to performance and schedule remain. (these could all possibly move the rating to I)</p>		
C. ORGANIZATION - Work Plan and Management COMMENTS/BACKUP			
C1	<p>Did the contractor submit a satisfactory baseline schedule in compliance with the contract? ranking = N/A</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"> <p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project. EE - Contractor submitted baseline schedule and all submissions on time and complete ME - Contractor submitted majority of submissions and baseline schedule on time and complete I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p> </td> <td style="width: 60%;"></td> </tr> </table>	<p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project. EE - Contractor submitted baseline schedule and all submissions on time and complete ME - Contractor submitted majority of submissions and baseline schedule on time and complete I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p>	
<p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project. EE - Contractor submitted baseline schedule and all submissions on time and complete ME - Contractor submitted majority of submissions and baseline schedule on time and complete I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p>			
C2	<p>Did the contractor commence the work on time? ranking = ME</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"> <p>EX - Performance in this area can not be Exceptional EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement ME - Contractor mobilizes and commences work according to the contract requirement. I - Contractor mobilizes and commences work according to the contract requirement with minor delay. U - Contractor slow to mobilize and does not commence work according to the contract requirements, resulting in major delay. N/A - The question is not applicable to this evaluation.</p> </td> <td style="width: 60%;"></td> </tr> </table>	<p>EX - Performance in this area can not be Exceptional EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement ME - Contractor mobilizes and commences work according to the contract requirement. I - Contractor mobilizes and commences work according to the contract requirement with minor delay. U - Contractor slow to mobilize and does not commence work according to the contract requirements, resulting in major delay. N/A - The question is not applicable to this evaluation.</p>	
<p>EX - Performance in this area can not be Exceptional EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement ME - Contractor mobilizes and commences work according to the contract requirement. I - Contractor mobilizes and commences work according to the contract requirement with minor delay. U - Contractor slow to mobilize and does not commence work according to the contract requirements, resulting in major delay. N/A - The question is not applicable to this evaluation.</p>			
C3	<p>Did the contractor submit schedule updates in accordance with the contract? ranking = I</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;"> <p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project. EE - The contractor submits schedule updates timely, accurate and in accordance with the contract ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources. U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p> </td> <td style="width: 60%;"> <p>Significant additional time required by Consultant to review and comment on deficiencies within the submitted schedule. Although schedule updates were submitted with the monthly payment draw they were generally not acceptable as a tool for controlling the project and conveying the progress of the work.</p> <p>Schedule (from baseline on) has critical tasks out of sequence, i.e. the Building Weather Tight Jan/2018, and Generators onsite Jan/2017. Current schedule has the generators coming to site Feb/2018 and the building weather tight Nov/2018, sequence still suspect as generator could be exposed to adverse conditions without weather tight protection.</p> <p>Contractor has not submitted any schedule recovery plan or made attempts to improve the schedule which has slipped significantly.</p> <p>Current schedule submitted by Contractor indicates planned completion date of March 27, 2019 which is 7 months later than contractual completion date.</p> <p>Substantial completion date altered contrary to terms and conditions specified in the contract.</p> </td> </tr> </table>	<p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project. EE - The contractor submits schedule updates timely, accurate and in accordance with the contract ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources. U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>Significant additional time required by Consultant to review and comment on deficiencies within the submitted schedule. Although schedule updates were submitted with the monthly payment draw they were generally not acceptable as a tool for controlling the project and conveying the progress of the work.</p> <p>Schedule (from baseline on) has critical tasks out of sequence, i.e. the Building Weather Tight Jan/2018, and Generators onsite Jan/2017. Current schedule has the generators coming to site Feb/2018 and the building weather tight Nov/2018, sequence still suspect as generator could be exposed to adverse conditions without weather tight protection.</p> <p>Contractor has not submitted any schedule recovery plan or made attempts to improve the schedule which has slipped significantly.</p> <p>Current schedule submitted by Contractor indicates planned completion date of March 27, 2019 which is 7 months later than contractual completion date.</p> <p>Substantial completion date altered contrary to terms and conditions specified in the contract.</p>
<p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project. EE - The contractor submits schedule updates timely, accurate and in accordance with the contract ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources. U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>Significant additional time required by Consultant to review and comment on deficiencies within the submitted schedule. Although schedule updates were submitted with the monthly payment draw they were generally not acceptable as a tool for controlling the project and conveying the progress of the work.</p> <p>Schedule (from baseline on) has critical tasks out of sequence, i.e. the Building Weather Tight Jan/2018, and Generators onsite Jan/2017. Current schedule has the generators coming to site Feb/2018 and the building weather tight Nov/2018, sequence still suspect as generator could be exposed to adverse conditions without weather tight protection.</p> <p>Contractor has not submitted any schedule recovery plan or made attempts to improve the schedule which has slipped significantly.</p> <p>Current schedule submitted by Contractor indicates planned completion date of March 27, 2019 which is 7 months later than contractual completion date.</p> <p>Substantial completion date altered contrary to terms and conditions specified in the contract.</p>		

Figure 32 - Page 3 of Detailed Contractor Performance Evaluation #5

 CPE Definitions & Comments/Backup - Aplus Date: Nov 08/18	
version 1.2 - Feb 25-15	
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>	
C4	<p>Did the contractor adequately staff and resource the project in compliance with the contract? ranking = I</p> <p>EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project</p> <p>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.</p> <p>ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays.</p> <p>I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays.</p> <p>U - Poorly staffed, equipment is not available or reliable constantly resulting in delays</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Many tasks slipped on a month to month basis, no signs of additional resources applied to recover lost time or delays.</p> <p>Since March 16, 2018 Aplus has not applied the necessary staff to progress the construction. The staff that have been onsite are not able to provide response to any of the requests made by the Contract Administrator.</p>
C5	<p>Did the contractor provide adequate & competent site supervision? ranking = ME</p> <p>EX - Exceptional site supervision anticipating problems and adding significant value to the project.</p> <p>EE - Well staffed with highly qualified site supervision present to direct others as needed</p> <p>ME - Qualified site supervision with necessary skill present to direct others as needed</p> <p>I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources.</p> <p>U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>
C6	<p>Did the contractor effectively coordinate and manage the work of its subcontractors? ranking = I</p> <p>EX - Performance in this area can not be Exceptional</p> <p>EE - Superior workmanship. Contractor effectively coordinates and manages the work of its subcontractors</p> <p>ME - Minimal problems, the majority of coordination and management of subcontractors is good</p> <p>I - The majority of coordination and management meets project requirements but moderate rework required. Requires some additional staff time/resources.</p> <p>U - Contractor does not effectively coordinate and manage the work of its subcontractors and requires extensive rework. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Scope between Aplus and Plan Group not effectively handled outside of the progress meetings - COLE and the City often have to assist and provide input on how the GC and sub should deal with electrical equipment</p> <p>Poor management of subs - Plan Group indicated in progress meetings that they are unable to progress work on site due to Aplus inaction on Change Directives that were necessary to complete.</p> <p>Plan Group consumes extensive time in progress meetings disputing fulfillment of seismic requirements.</p> <p>Plan Group was often out of sync with respect to the overall project schedule as witnessed by the Consultant at progress meetings (see Prog. Mtg #44, item 42.1). In addition the Contractor did not seem to have much control over the schedule of it's subs i.e. reservoir disinfection sub - they could not provide a schedule for this activity for months despite the Consultant asking for this info and eventually defaulted to blaming the issue on non-payment of other activities. (see prog meeting 41 minutes, item 38.4, and PM46, item 37.3)</p>
C7	<p>Did a person with decision-making authority represent the contractor at pay/progress meetings? rank = I</p> <p>EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project.</p> <p>EE - Pay/Progress meetings always attended by decision-making authority</p> <p>ME - Pay/Progress meetings usually attended by decision-making authority</p> <p>I - Pay/Progress meetings mostly have sufficient representation by decision-making authority</p> <p>U - Pay/Progress meetings have little or no attendance by decision-making authority</p> <p>N/A - The question is not applicable to this evaluation.</p> <p>Contractor's Project Manager (Peter Martins) not in attendance at site Project Progress Meetings since September 2017.</p> <p>Contractor's staff in attendance (Fiaz Kara) unable or unprepared to act or adequately respond on matters requiring immediate action. Decisions have to be referred to "higher management". i.e. critical change directive work, and schedule recovery plans, and constructive resolution of differences related to actual costs and quoted costs. See progress meeting minutes #43, item 36.6</p>
C8	<p>Did the contractor submit timely, relevant requests for information (RFIs) as needed? ranking = ME</p> <p>EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays.</p> <p>EE - Timely, accurate and in accordance with contract</p> <p>ME - Usually timely, accurate and in accordance with contract</p> <p>I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources.</p> <p>U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>

Figure 33 - Page 4 of Detailed Contractor Performance Evaluation #5


 CPE Definitions & Comments/Backup - Aplus Date: Nov 08/18	
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. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.	
C9	<p>Were shop drawings submitted according to shop drawing schedule and in compliance with the contract? ranking = I</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project. EE - Schedule and all shop drawings submitted on time and complete. ME - Schedule and most shop drawings submitted on time and complete. I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources. U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p> </div> <div style="width: 50%;"> <p>• Sub 168 Concrete Joint and Accessories - continues to be inadequate • No comprehensive (all inclusive) shop dwg planned submittal list has been submitted to date and there are many outstanding submittals related to Division 1.</p> </div> </div>
D. EXECUTION - Work Performance COMMENTS/BACKUP	
D1	<p>Did the contractor complete the project on time? ranking = N/A</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EX - Contractor exceeds contractual completion date. EE - Contractor meets contractual completion date with no extensions. ME - Contractor meets contractual completion date with approved extensions. I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources. U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources. N/A - <u>N/A is to be chosen for all but the final evaluation once the project is completed.</u></p> </div> <div style="width: 50%;"></div> </div>
D2	<p>Did the contractor follow the approved schedule and meet milestones? ranking = I</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EX - Maintains an accelerated project schedule resulting in early completion of project before contract completion date. EE - Meets all milestones and schedule. ME - Meets schedule and key milestones. I - Behind schedule and some key milestones missed. Requires some additional staff time/resources. U - Continually behind schedule and most key milestones missed. Requires much more additional staff time/resources. N/A - The question is not applicable to this evaluation.</p> </div> <div style="width: 50%;"> <p>Scheduled milestones are routinely not met and continue to slip on a month to month basis. Detailed monthly analysis provided to Contractor identifying numerous tasks delayed and requiring urgent attention. See backup - C3. In addition the 3 week lookaheads did not line up with the main submitted schedule updates. It was noted by the Consultant that many activities were shown as being complete on the monthly schedule update that were in fact not complete or started.</p> </div> </div>
D3	<p>Did the contractor provide effective quality control? ranking = ME</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project. EE - Excellent QA/QC. Minor if any deficiencies which are corrected quickly. No additional staff effort required. ME - Adequate quality control. Few deficiencies which are corrected quickly. I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct. U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct. N/A - The question is not applicable to this evaluation.</p> </div> <div style="width: 50%;"></div> </div>
D4	<p>Did the contractor keep the site clean and free of trash and debris in compliance with the contract? ranking = I</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EX - Performance in this area can not be Exceptional. EE - Project site kept very clean and free of trash and debris. ME - Most trash, debris cleaned up on a daily basis from project site. I - Contractor periodically cleans up project site with minimal directive. U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris. N/A - The question is not applicable to this evaluation.</p> </div> <div style="width: 50%;"> <p>Field Instruction 28 and 29 had to be issued to keep site clean in compliance with the contract. Aplus refused to act. A formal Notice of Default was necessary to issue and even then the site remains unsatisfactory condition. Groundwater has been allowed to build on the site in basement, generator fuel pump room, and in excavation. Also grass has not been cut in a very long time. See daily site reports - Jan-Oct-2018.</p> </div> </div>
D5	<p>Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs? ranking = U</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>EX - Performance in this area can not be Exceptional. EE - All change orders, change directives, site instructions, RFQ's responded to immediately. ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents. I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems. U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQ's. N/A - The question is not applicable to this evaluation.</p> </div> <div style="width: 50%;"> <p>Simple Site Instructions with no significant scope implications often disputed with only resort to utilize Change Directive/T&M Change Order in order to progress. Lack of action and response on current Change Directives (CD, 13, 14, 15) - this item alone justifies "U" status. Contractor could have proceeded with the work and submitted all relevant invoices and T&M documentation; however the Contractor refused to proceed with these CD's at all. GC 6.3 indicates that a CD is used "prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time" and "Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work." and "When the Owner and the Contractor reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order." See NOD letters and meeting minutes from Nov 2017-Mar-2018. CD-s 13, 14, 15 were not started despite being issued in Nov/17, a meeting with City Director, and COD letter issued.</p> </div> </div>

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 CPE Definitions & Comments/Backup - Aplus Date: Nov 08/18	
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. EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent. ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues. I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources. U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources. For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.	
D6	<p>Did the contractor seek authorization to perform extra or additional work? ranking = ME</p> <p>EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City. ME - Provides quote and proceeds only after approval received. I - Occasionally proceeds with work before quote reviewed and approved. U - Frequently proceeds with work without review or approval. N/A - The question is not applicable to this evaluation.</p> <p>ME - Never expands scope at no-cost to City - in fact often tries to claim additional cost for base scope work.</p>
D7	<p>Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge ranking = I</p> <p>EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project. EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly. ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly. I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort. U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort. N/A - The question is not applicable to this evaluation.</p> <p>The City PM was contacted directly by AMI, a supplier to Aplus, and AMI stated that the owner of Aplus had indicated that the City PM should be contacted directly by AMI for directions on how to plan and allocate AMI resources. This is inappropriate and unacceptable as the City has no knowledge of the Purchase Order or contract terms and conditions that exist between Aplus and each of its suppliers. Aplus did not take simple necessary actions that would ensure subcontractors did not have claims or file liens. No evidence to suggest that issues were addressed. Received liens and emails from suppliers to suggest that Contractor was not dealing with internal issues related to their subtrades and suppliers.</p>
D8	<p>Was the quality and submission timelines of the following items acceptable?</p>
D8.1	<p>● Look ahead schedules or work plans ranking = ME</p>
D8.2	<p>● Accurate and complete record documents (as-builts) ranking = ME</p>
D8.3	<p>● Complete operations and maintenance manuals and closeout documents ranking = N/A</p>
D8.4	<p>● Secure and/or closed applicable municipal permits ranking = N/A</p>
D8.5	<p>● Startup testing and commissioning reports ranking = N/A</p>
D8.6	<p>● Training plan and manuals ranking = N/A</p>
	<p>EX - All submissions on time and of exceptional quality, adding value to the project. EE - All submissions on time and of excellent quality. ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly. I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources. U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p> <p>Look ahead schedules often delivered late or missing. This would greatly improve clarity and the ability for all (Contractor, Consultant and City) to understand and assess progress relative to the overall schedule. As-built markups for record purposes not fully available on site making it difficult to comply with Section 01720 item 3.1.1. Difficulties with clarity on any deviation from IFC version has sometimes compounded problems.</p>
E ADMINISTRATION - Contractor Performance and Diligence COMMENTS/BACKUP	
E1	<p>Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders? ranking = I</p> <p>EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents. ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract. I - Communication with the contract administrator and all stakeholders poor and causes periodic problems. Requires some additional staff time/resources. U - Contractors communication with the contract administrator and all stakeholders poor and the cause of constant problems. Strongly impacts the success of the project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p> <p>Significant aspects like concrete pour sequence (Master Plan) and concrete joint details could have benefited from improved communication and a more collaborative approach. Significant delays incurred related to inadequate communication. - Severe lack of collaboration with the Contract Administrator despite numerous attempts to resolve the Payment differences, RFQ differences, Schedule differences, or obtain answers to workplans at progress meetings. - Contractor refused in numerous occasions to provide response to requests and questions/clarifications during progress meetings when Cole asked for comments and feedback. - Numerous requests (formal, informal, minuted actions etc.) for critical and contractually required Shutdown Request including complete plan for timely restoration of reservoir operation, rejected and left unaddressed. - Three important cooperative actions defined as a result of joint meeting with the Bonding firm (Zurich) were essentially ignored by Aplus (considered to be poor communication and cooperation). Aplus refused to meet with the Contract Administrator to clear up details that could enable payment. Aplus also refused to work out acceptable non-compensable extension to the completion date, simply indicating the Contract Administrator was expected to work out a date without the critical supporting details that the Contractor would normally be expected to provide. Finally, Aplus did not provide committed dates for completion of critical CD work.</p>
E2	<p>Did the contractor participate in resolving project problems and display initiative to implement solutions? ranking = I</p> <p>EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve. I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.</p> <p>Cooperation on several significant issues not displayed including timely restoration of reservoir and critical CD work. Special action required to get Contractor to communicate possible resolution to difficulties. Significant number of disagreements encountered. Change Order costing details not well supported and difficult to obtain clarity. Significant resources required to resolve. Contractor did not take an active cooperative role in providing required supporting documentation necessary for payments.</p>

Figure 35 - Page 6 of Detailed Contractor Performance Evaluation #5

 CPE Definitions & Comments/Backup - Aplus version 1.2 - Feb 25-15		Date: Nov 08/18
<p>EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.</p> <p>EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent.</p> <p>ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.</p> <p>I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.</p> <p>U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.</p> <p>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.</p>		
E3	<p>Did the contractor demonstrate accountability for problems for which they were responsible?</p> <p>EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution.</p> <p>EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution.</p> <p>ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution.</p> <p>I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve.</p> <p>U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>Contract indicates that Contractor to submit Master Plan of Construction Joints and Concrete Placing Schedule however these were submitted far too late and resubmittals require "Revise & Resubmit" status each time with a concern expressed by COLE's Structural Engineer that the shop drawing does not indicate if Aplus has thought ahead how the building will be constructed, despite numerous requests from Cole for Aplus to submit these. Issues with concrete pours may have been avoided if these documents were submitted on time and reviewed.</p> <p>Aplus rarely accepts responsibility for their errors and normally tries to blame it on another party even if supporting documentation indicates the opposite (ex: Aplus issued Notice of Default to the City for non-payment yet Aplus had not resolved their own default that was the root cause of payment difficulties).</p> <p>Aplus takes no accountability for their schedule delays and continues to state "Claims" as the reason for all their delays.</p>
E4	<p>Did the contractor submit accurate, complete invoices in a timely manner?</p> <p>EX - Performance in this area can not be Exceptional.</p> <p>EE - No errors, accurate representation of work completed.</p> <p>ME - Few billing errors, quickly corrected and submitted.</p> <p>I - Some billing errors, corrected and submitted requiring some staff time/resources to resolve.</p> <p>U - Too many errors, frequent misrepresentations of completed work requiring much staff time/resources to resolve.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = ME</p> <p>This category has been assessed as Meets Expectation since the invoices are submitted on time and invoice format does correspond with the expected format.</p> <p>This category is potentially an area that needs improvement when it is expanded to include the necessary and required supporting details that normally accompany the invoice.</p>
E5	<p>Did the contractor provide competitive change order pricing?</p> <p>EX - Change order quotes are reasonable, timely. Occasionally expands scope at not cost to City.</p> <p>EE - Change order quotes are reasonable and timely, no unresolved issues.</p> <p>ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues.</p> <p>I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve.</p> <p>U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with, many unresolved issues requiring much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = N/A</p> <p>N/A, no Change Orders were considered during the period from the previous CPE to this CPE.</p>
E6	<p>Did the contractor accept responsibility for the full scope and extent of the contract?</p> <p>EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost.</p> <p>EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments.</p> <p>ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction.</p> <p>I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments, some not resolved to City's satisfaction. Requires some additional staff time/effort.</p> <p>U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>A significant number of disagreements have been encountered. Several remain to be resolved to the satisfaction of all parties. Significant additional time and resources are being expended to address this.</p> <p>Examples:</p> <p>CD work the contractor added base scope work items to CD-15, sealing of the reservoir and treated this work as an extra to the Contract.</p> <p>Lack of detailed Disinfection Plan submission despite reminders showing exact requirements mandating submission.</p> <p>Great difficulties having all Seismic requirements adhered to and fulfilled.</p> <p>Inordinate amount of time expended in resolving simple roof curbs implementation. The contractor did not coordinate the roof precast work with it's suppliers (i.e. coordinate the design of precast with the equipment sitting on it).</p>
E7	<p>Did the contractor coordinate to minimize disruption to the public and City operations?</p> <p>EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public.</p> <p>EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public.</p> <p>ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public.</p> <p>I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources.</p> <p>U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources.</p> <p>N/A - The question is not applicable to this evaluation.</p>	<p>ranking = I</p> <p>Unreasonable and improperly extended period to get the reservoir filled up and back into service.</p> <p>Tender requirement Section 01010 item 1.2.2 not adhered to, formal shutdown request with all associated details required has not been received and Consultant review and approval of such has not been completed. These deficiencies are indicative of poor coordination and planning and have a negative effect on Toronto Water's ongoing operations which ultimately affect the public.</p>