

## **Suspension of Aplus General Contractors Corporation**

Date: June 23, 2022

To: Infrastructure and Environment Committee

From: General Manager, Toronto Water and Acting Chief Procurement Officer,  
Purchasing and Materials Management

Wards: All

### **SUMMARY**

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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 its unacceptable and repeated poor performance and management on Contract No. MCP13-19WP for the Construction and Rehabilitation of the Process Control Building at Highland Creek Treatment Plant.

The poor performance by Aplus was documented through five contractor performance evaluations completed between November 2016 and November 2018. Refusals to comply by Aplus resulted in two notices of default being issued by the City against Aplus.

In 2019, as a result of its poor performance on a different City contract, Aplus was declared ineligible to bid on or be awarded any City contract for 3 years. This suspension expired April 30, 2022.

### **RECOMMENDATIONS**

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The General Manager, Toronto Water, and the Chief Procurement 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 an additional period of three (3) years commencing upon the date of approval of this report.

## FINANCIAL IMPACT

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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

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At its meeting on May 6, 2015, Bid Committee awarded Tender Call No. 82-2014, Contract MCP13-19PWS, to Aplus General Contractors Corp. for the Provision of New Construction and Rehabilitation of the Process Control Building at Highland Creek Treatment Plant, 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=2015.BD25.12>

## COMMENTS

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### Program and Project Background

The Highland Creek Treatment Plant (HCTP) is one of four wastewater treatment plants operated by the City of Toronto. The facility is located at the mouth of Highland Creek at 51 Beechgrove Drive and services an estimated population of 533,000 within the area bounded by Steeles Avenue to the north, Lake Ontario to the south, Victoria Park Avenue to the west, and the Rouge River to the east. HCTP's current rated capacity is 219,000 m<sup>3</sup> per day.

As part of Toronto Water's 2022 to 2031 Capital Plan, the Division has budgeted \$815 million of critical construction work at the HCTP over the next ten-year period. The purpose of these projects is to ensure regulatory requirements are continually met, maintain infrastructure in a state of good repair and improve service (i.e. Odour Control and Compliance).

The New Construction and Rehabilitation of the Process Control Building Project is required to maintain the plant in a state of good repair and is one of several projects included in the Capital Plan. The scope of work to be completed under this project includes the construction of a new Operations Control Centre from which plant operations staff will monitor and control all critical plant systems and processes, the renovation of the existing plant administration building and the construction of an adjacent parking lot.

The City retained Unit A Architecture Inc. to provide engineering services in support of the project including design, contract administration, construction and post-construction services. Unit A is the Contract Administrator for the City's Contract with Aplus.

## **Overview of Highland Creek Contract**

On May 6, 2015 Aplus was awarded Toronto Water contract MCP13-19WP. The value of the contract was \$13,504,400 net of all taxes and charges. Construction started on June 15, 2015.

The Contract was executed in three (3) distinct phases: Phase 1 was for the construction of a new building addition and a parking lot including landscaping; Phase 2 was for the rehabilitation of the existing building, construction of the contractor entrance and construction of the visitor parking lot; Phase 3 was to include the construction of the courtyard and stairwell extension, landscape and the separate new contractor parking lot. The phasing was necessary to ensure that the plant's normal operations were not affected.

At the commencement of construction, Aplus submitted a construction schedule indicating substantial completion in phases and total completion by June of 2019, consistent with the contract terms.

## **Unacceptable and Poor Performance on the Contract**

Purchasing and Materials Management Division (PMMD) issued the tender in 2014. The tender made reference to, and the Contracts themselves included, the Contractor Performance Evaluation (CPE) procedure in the conditions of the contract as a method for monitoring and evaluating performance.

Aplus' unacceptable and poor performance on Contract MCP13-19WP has been documented and discussed with Aplus over the course of the contract, in accordance with the City's Contractor Performance Evaluation (CPE) procedure.

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 finding a contractor in contractual default during the term of a contract is done in consultation with Legal Services.

Aplus's performance was found to be unacceptable in the following key areas.

### **Safety**

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

These safety violations included 2 reported injuries, and multiple orders issued by the Ministry of Labour, Training and Skills Development (MOLTSD) identifying unsafe work

practices, a City issued stop work order due to unsafe work in trench, unsafe asbestos abatement process, and the uncontrolled release of paint vapours inside the plant building.

On August 15, 2016, an Aplus subcontractor laborer suffered a critical injury when he broke his tibia bone (lower leg) in two places and suffered two puncture wounds in his right leg while operating a hand loader used to transfer top soil. This was attributed to worker error and lack of training in operating such machinery. Aplus failed in their responsibility to ensure that all workers on the site had appropriate training and supervision.

On April 19, 2018, an Aplus subcontractor worker incurred an injury in a fall, rolling his right ankle and landing on his elbow. This was due to improper housekeeping during the construction. Aplus was responsible for ensuring that all workers properly maintained the worksite to reduce the risk of injuries.

In addition, multiple MOLTSD field visits documented various violations during the course of the construction as highlighted in Attachments 1 to 8, these include the use of scaffolds that do not meet standards, the use of ladders without the required ladder hazard assessment and the use of standby fire extinguishers that are rated below the Underwriters Laboratories of Canada (ULC) standards among others.

On November 27, 2019, a stop work order was issued by the City due to non-compliant trenching and excavation being undertaken by Aplus. Specifically, Aplus was constructing a trench and failed to properly shore it. This created the risk that the trench walls could collapse when workers were working in or around the trench, which is a dangerous situation for workers. This is violation of Ontario Regulation 213/91 Construction Projects under the Occupational Health and Safety Act as it relates to excavating and trenching.

On November 29, 2019, multiple Toronto Water staff complaints were received regarding strong vapors. An investigation identified that paint cans used in the floor coating had been left open in a hallway. Aplus was responsible for ensuring that appropriate measures were taken to protect health and safety, and this is another example of its failure to have done so.

Other examples and additional details of the lack of proper supervision and the safety violations by Aplus are illustrated in Attachments 1 to 8 attached to this report. It is evident that Aplus has not displayed a strong commitment to ensuring workplace and worker safety.

### **Deficiencies/Failures to Comply**

As a result of Aplus' failure to act on multiple site instructions and directions given at onsite meetings by the Contract Administrator related to various deficiencies and failure to address Toronto and Region Conservation Authority (TRCA) requirements, work was not progressing. This culminated in the City issuing a default notice. Aplus partly attended to the work but a slow response affected the schedule and Aplus eventually abandoned the work completely. Heavy equipment was left obstructing the site forcing

the City of Toronto to remove them in order to correct TRCA non-compliance items. The TRCA requirements were to put measures in place to prevent the erosion of the embankment that Aplus had built on the east side of the contractor parking lot. Aplus refused to comply with these requirements and, as a result, the City's own forces were used and spent a considerable amount of time and effort to correct the problem.

Aplus failed to provide daily work records as required by the contract, and as requested by the Contract Administrator. The consequence of this was additional effort by the Contract Administrator in monitoring the progress of the work.

Aplus' refusals to provide proper and acceptable construction schedules unreasonably obstructed the administration of the project and timely delivery of the work and substantially impacted the completion of the project. This increased staff time, contract administrator costs and resources that were required to oversee the completion of the project and coordinate other work that was necessary as a result of Aplus's abandonment of the work, issues that are also tied to the following concerns.

### **Lack of Cooperation and Good Faith**

Aplus consistently failed 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, and changes in the work and payments. 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.

Despite several requests by the City and the Contract Administrator, Aplus failed to address deficiency items, specifically the quality of the epoxy flooring. Aplus did not apply the epoxy in accordance with the application specifications which resulted in discoloration, uneven surfaces, cracking and flaking.

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. As a consequence, the Contract Administrator had difficulty verifying the actual work done in terms of invoicing and schedule impacts. Further details are available in attachments 10 to 18 which include detailed comments supporting ratings in each category.

### **Additional Contract Administrative Costs**

Aplus' lack of cooperation has required more contract administration. This, in turn, has increased our contract administration costs and has impacted the project's budget. 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 correct the deficiencies on the project. This represents a 49.6% increase in the contract administration costs. This is in addition to extra efforts by various City staff resources to address the administrative and legal burden responding to issues and concerns raised.

## **Performance Reviews**

Aplus' below average performance on Contract MCP13-19WP has been documented and discussed with Aplus over the course of the contract, in accordance with the City's Contractor Performance Evaluation (CPE) procedure. This below average performance placed a greater burden on the Contract Administrator and City staff to monitor and address these numerous issues during the course of the contract. At the outset of the Contract Aplus' performance was at an "acceptable" level but steadily declined over the course of the Contract to a final unsatisfactory evaluation, including formal issuance of notices of default. This was despite efforts by City staff and the Contract Administrator to communicate areas that needed improvement.

Interim Contractor Performance Evaluations were conducted on:

- December 15, 2015 - CPE #1 - Score of 3.01
- June 30, 2016 - CPE #2 - Score of 2.95
- February 28, 2017 - CPE #3 - Score of 2.91
- August 31, 2017 - CPE #4 - Score of 2.68
- December 31, 2017 - CPE #5 - Score of 2.72
- September 30, 2018 - CPE #6 - Score of 2.74
- January 18, 2020 - CPE #7 - Score of 2.58 and
- January 18, 2021 - CPE #8 - Score of 1.94 (Final CPE)

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 merit any betterment of these scores.

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 10 to 18 for full details).

## **Current Situation**

The City made numerous attempts to engage with Aplus, as well as their bonding company Zurich, to find a mutually acceptable way forward to resolve the issues in dispute in an effort to complete this important project. However, Aplus ceased all work on the project on August 27, 2020 and effectively abandoned the work site. Aplus refused to consider the City's 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 Contract Administrator was unable to certify the payment due to a lack of supporting documentation from Aplus. In addition, there were liens issued against the project in respect to work performed by Aplus' subcontractors. The City of Toronto had made various proposals to have Aplus finish the work but every proposal was rejected by Aplus. In addition to the foregoing, and given Aplus's failure to comply with its contractual requirements and complete the work or deliver an acceptable construction schedule for its completion, a resolution of the payment issue could not be resolved between the parties.

On June 18, 2020, the City notified Aplus of the first notice of default in accordance with GC7.1.2 of the contract. This first notice of default was issued because of Aplus's failure to complete contract work/correct defective work in a timely manner, work stoppage, failure to provide appropriate project management/site supervision, and failure to address then outstanding construction liens. On June 24, 2020, Aplus issued a response denying all of the defaults identified by the City.

On October 2, 2020, the City issued a second notice of default in accordance with GC 7.1.2 of the contract. This was due to Aplus's work stoppage, failure to remove idle equipment and fencing from the contractor parking lot, and its failure to provide erosion and sedimentation control as required by the TRCA.

There was no activity from August 27, 2020 to March 23, 2022 due to Aplus having abandoned the site.

Subsequently, given ongoing issues, the Chief Procurement Officer wrote a letter to Aplus on March 23, 2022 indicating that the Chief Procurement 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 2022 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 Procurement 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 April 22, 2022 which stated that they objected to the proposed suspension. It is Aplus's position that they have a "demonstrated track record of providing good quality work" and the City is recommending that Aplus be barred from bidding on work as a "solely retaliatory" measure as a result of the legal disputes between Aplus and the City on a different Toronto Water project. A copy of Aplus's April 22, 2022 letter is also attached to this report. (See Attachment 22)

The other litigation to which Aplus refers involves a contract for work at the Ellesmere Pumping Station Power Generators Upgrade Aplus's poor performance in respect of that contract was what led to its suspension in 2019. In relation to that project, Aplus sued the City for \$3 million and then amended its claim to \$16.3 million. The City has counterclaimed for \$6 million. Other subcontractors have also sued Aplus and the City

for many millions and the City has sued Aplus's bonding company for \$13.5 million. These actions are complex and are all ongoing.

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

### **Other Contracts with the City**

In addition to Contract No. MCP13-19WP at the Highland Creek Plant, Aplus has had the following work with the City. Issues on these projects were not relied upon in recommending this current Aplus suspension.

- Ellesmere Pumping Station Power Generators Upgrade Tender Call No. 2-2015, Contract MCP-13-18WS overseen by Toronto Water.
  - Work was terminated and, as noted above, resulted in three (3) years of suspension of Aplus from bidding any City of Toronto projects and multiple legal actions that are currently ongoing.
  - Contract value approx. \$23.825 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
- 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

### **In Summary**

On April 20, 2021, to protect the City's interests, two specific work packages were developed in order to complete the unfinished work by Aplus after the City terminated Aplus' right to perform the balance of the work after Aplus abandoned the work site. One package was for a parking lot at an additional cost to the City of \$271,000.00. The second work package was for the remaining Aplus deficiencies in the main process



control building. This work has been added to another project in the treatment plant and is estimated at \$1,200,000.00.

Aplus' unacceptable and poor performance and management may be summarized as follows:

- Failure to properly supervise and adhere to health and safety requirements;
- Failure to address deficiencies in its work in a timely manner;
- Failure to submit key documentation in a timely manner to maintain health and safety and proper sequencing activities;
- Failure to assign competent staff to manage day to day construction activities;
- Refusal to comply with change directives;
- Failure 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;
- Refusal to provide a proper and acceptable construction schedule; and
- Abandonment of the work site.

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

- significant delays to the completion of the work (approximately 24 months at present);
- risk to other plant projects as a result of the delay;
- risk to the health and safety of workers and staff;
- significantly increased Contract Administration costs and budget impacts;
- significantly increased cost of completing the unfinished works; and
- significant City staff resources required to correct critical issues.

### **Conclusion: Suspension Recommended**

Toronto Water and Purchasing and Materials Management Division, in consultation with Legal Services, recommend Aplus General Contractors Corp. be suspended from award of any City of Toronto contracts for a period of three (3) years commencing upon the date of approval of this report

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**

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

Sabrina Dipietro, Manager, Purchasing Client Services, Purchasing and Materials  
Management, Telephone: 416-397-4809, Email: [Sabrina.Dipietro@toronto.ca](mailto:Sabrina.Dipietro@toronto.ca).

## **SIGNATURE**

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Lou Di Gironimo, General Manager, Toronto Water

Sandra Lisi, Acting Chief Procurement Officer, Purchasing and Materials Management Division

## **ATTACHMENTS**

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1. Attachment 1 - Asbestos Abatement Non-Compliance and other Compliance Infractions
2. Attachment 2 - Critical Injury Report #1
3. Attachment 3 - Critical Injury Report #2
4. Attachment 4 - MOLTSD Field Visit Report Infractions
5. Attachment 5 - MOLTSD Field Visit Report Infractions
6. Attachment 6 - Owner Stop Work (Improper Trenching and Excavations)
7. Attachment 7 - Light Pole Damage by Delivery Truck
8. Attachment 8 - Release of Paint Vapours
9. Attachment 9 - Notice of Default issued by Contract Administrator for Epoxy Floor Deficiencies
10. Attachment 10 - Summary of Contractor Performance Evaluation Interim #1
11. Attachment 11 - Summary of Contractor Performance Evaluation Interim #2
12. Attachment 12 - Summary of Contractor Performance Evaluation Interim #3
13. Attachment 13 - Summary of Contractor Performance Evaluation Interim #4
14. Attachment 14 - Summary of Contractor Performance Evaluation Interim #5
15. Attachment 15 - Summary of Contractor Performance Evaluation Interim #6
16. Attachment 16 - Contractor Response to Performance Evaluation Interim#6
17. Attachment 17 - Summary of Contractor Performance Evaluation Interim #7
18. Attachment 18 - Summary of Contractor Performance Evaluation Final
19. Attachment 19 - Notice of Default #1
20. Attachment 20 - Notice of Default #2
21. Attachment 21 - Notice to Bonding Company
22. Attachment 22 - Letter from Glaholt Bowles LLP on behalf of Aplus

## Attachment 1 - Asbestos Abatement Non-Compliance and other Compliance Infractions



- The removal procedure created significant release of asbestos dust in areas where City staff were working.
- No project specific dust control safety plan was initiated before the removals.

Aplus failed to review the project issued specific Designated Substances and Hazardous Materials Assessment which would have alerted Aplus to the importance of ensuring appropriate measures were in place to prevent the release of dust containing asbestos.

Attachment 2 - Critical Injury Report #1



A worker broke his leg in two places when the machine he was operating rolled over his leg.

Attachment 3 - Critical Injury Report #2

Aplus Sub-trade - Critical Injury Report



INCIDENT REPORTING FORM

PART IV - INCIDENT DETAILS			
Date and time of occurrence: dd mm yy	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Date and time reported to employer: dd mm yy	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
19   4   18   10:30		19   4   18   10:30	
Exact location of accident:	Was there property damage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Basement	Incident reported to: Jason Evans		
Incident reported to:		Position: Foreman	
DESCRIPTION OF INCIDENT			
<p>(Provide a full written description of the details that led to the incident being reported, such as the equipment and tools the worker was using, the procedures he/she was or was not following to perform the task, materials they were using, environmental conditions, etc.)</p> <p>- Installing duct in the basement when he stepped over some drywall studing and caught his foot and fell rolling his ankle and landing on his elbow.</p> <p>* Root: not ensuring proper housekeeping was performed prior to starting work</p>			
WITNESS INFORMATION			
Name:	Position:	Work Phone:	
Name:	Position:	Work Phone:	
PART V - TREATMENT INFORMATION			
Date and time: dd mm yy	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Date and time reported: dd mm yy	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
19   4   18   12:30		19   4   18   12:30	
Where was the worker treated? <input checked="" type="checkbox"/> Emergency Department <input type="checkbox"/> Health Professional Office <input type="checkbox"/> Clinic			
<input type="checkbox"/> On-site First Aid First aid treatment provided:			
Doctor's Name:		Facility Name: Lakeside Health Assoc.	
Address: 550 Harwood Ave S.		City: Ajax	Province: Ont
Postal Code/ZIP Code: L8 2S4	Telephone:	Fax:	

HSF-13 Incident Reporting Form Rev. 2 2 of 3

09:58:14 a.m. 04-20-2018 3/17 9056834000  
 TIME RECEIVED Apr 20, 2018 10:21:02 AM EDT  
 REMOTE CSID 9056834000  
 DURATION 318  
 PAGES 1  
 STATUS Failed to  
 ERROR CODE (700)  
 Error in fax transmission.

- A worker incurred an ankle and elbow injury from a fall as a result of Aplus not ensuring proper housekeeping was performed before and after each working day.

Attachment 4 - MOLTSD Field Visit Report Infractions

Ministry of Labour **Safe At Work Ontario**

Operations Division Occupational Health and Safety



Page 2 of 4

OHS Case ID: **04309KPLV185**  
 Field Visit no: **04309KPMS195** Visit Date: **2016-AUG-16** Field Visit Type: **CONTINUATION**  
 Workplace Identification: **APLUS GENERAL CONTRACTOR CORPORATION** Notice ID:  
**51 BEECHGROVE DRIVE, SCARBOROUGH, ON, CANADA M1E 3Z4** **15eN218402**

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

To: **TROY LIFE & FIRE SAFETY LTD./PROTECTION INCENDIE TROY LTEE** Org/Ind Role **Secondary Employer**

Mailing Address:  
**901 THIRD AVENUE EAST RD, OWEN SOUND, ON, CA N4K 6K6**

Order(s) /Requirement(s) Description:  
 You are required to comply with the order(s) /requirement(s) by the dates listed below.

No	Type Code	Act/Reg	Year	Sec.	Sub Clause Sec.	Text of Order/Requirement	Comply by Date
1	TimeU 04309KPMS197	OHSA	1990	213	1991 125 1	Troy life and fire safety as the employer shall ensure that a scaffold which meets the requirements of sections 126, 128, 129, 130, 134, 135, 137, 138, 139, 140, 141 and 142 shall be provided for workers where work cannot be done on or from the ground or from a building or other permanent structure without hazard to the workers. At the time of the inspection it was observed a worker in the south west corner of the building using a ladder in a manner in which they could not maintain three point contact.	
2	Stop 04309KPMS198	OHSA	1990	57	6 a	No further use of ladders shall be permitted at the highland creek water treatment project without a ladder hazard assessment. The ministry of labour has guidelines for ladder use in construction available on their website	

Recipient	Inspector Data	Worker Representative
Name _____	<b>Ian Bonser</b> OCCUPATIONAL HEALTH & SAFETY OFFICER PROVINCIAL OFFENCES OFFICER	Name _____
Title _____	1-2275 Midland Ave, Scarborough ON M1P 3E7 MOLCOMPLIANCECHSTORE@ontario.ca Tel: (416) 326-9345 Fax: (416) 325-6175	Title _____
Signature _____	Signature	Signature _____

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

- An MOLTSD site Inspector identified safety concerns and worker safety at risk of a fall from heights due to improper use of ladders.



# Attachment 5 - MOLTSD Field Visit Report Infractions

Ministry of Labour **Safe At Work**

Operations Division Occupational Health and Safety



Page 1 of 2

OHS Case ID: **04309MTQP621**  
 Field Visit no: **04309MTQP622** Visit Date: **2018-NOV-08** Field Visit Type: **INITIAL**  
 Workplace Identification: **APLUS GENERAL CONTRACTOR CORPORATION** Notice ID: **15eN218402**  
**51 BEECHGROVE DRIVE, SCARBOROUGH, ON, CANADA M1E 3Z4**  
 Telephone: **(416) 827-6560** JHSC Status: **Not required** Work Force #: **12** Completed %:  
 Persons Contacted: **SAM NAJIB - SITE SUPERVISOR A-PLUS**  
**PAULO NOVO - WORKER HEALTH AND SAFETY REP**  
 Visit Purpose: **INSPECTION FOR COMPLIANCE OF THE OHS AND REGULATIONS FOR CONSTRUCTION PROJECTS**  
 Visit Location: **SITE OFFICE, ADMIN BUILDING**  
 Visit Summary: **ORDER ISSUED**

**Detailed Narrative:**

Arrived at a project at the above address, project is the renovation of the building, workers working on the roof to install roof curb for the installation of a new HVAC unit, workers moving the roofing materials and concrete deck to allow a hole for ductwork to be made into the metal deck

During the inspection the following contraventions were observed

Workers working on the built up roofing no bump line in place

Constructor is reminded of the provisions for fixed supports and temporary supports found in section 26.7 of O.Reg 213/91

The requirement of a temporary support for fall arrest shall include but not limited to that it has no sharp edges to cut or abrade the lifeline and shall be capable of supporting 1,800lbs

Workers on the project to use straight ladder access to the roof through a hatch that exits at the edge of the roof on the stairwell, workers using this ladder would be exposed to a fall of more than 3 meters when exiting the hatch, Constructor changed the access route to the roof location to the top of the stairs - no worker observed using hatch access

Recipient	Inspector Data	Worker Representative
Name _____	<b>Ian Bonser</b> OCCUPATIONAL HEALTH & SAFETY INSPECTOR PROVINCIAL OFFENCES OFFICER	Name _____
Title _____	1-2275 Midland Ave, Scarborough ON M1P 3E7 MOLCOMPLIANCECHSTORE@ontario.ca Tel: (647) 204-1069 Fax: (416) 325-6175	Title _____
Signature	Signature	Signature

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

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- A MOLTSD site Inspector identified safety concerns related to improper fall arrest equipment and workers risking injury falling from the roof.

Attachment 6 - Owner Stopped Work (Improper Trenching and Excavations)



- The excavation measured at 6 ft. vertical without sloping or using a trench box creating a risk of wall collapse potentially injuring or killing a worker.



## Attachment 7 - Light Pole Damage by Delivery Truck



- No person to guide reversing trucks. This created a risk to life and property. In this instance, damage to a light pole.

## Attachment 8 - Release of Paint Vapours



- Improper storage & lack of proper exhaust during the epoxy floor application resulted in the vapours release causing plant staff breathing complaints in the adjacent occupied areas.

# Attachment 9 - Notice of Default Issued by Contract Administrator Related to Major Epoxy Flooring Deficiencies



## Memorandum

**Consultant:** unit a architecture inc.

**Contractor:** Aplus General Contractors Corp.

**Date:** February 09, 2020

**Owner:** City of Toronto - Toronto Water

**Consultant Project No:** 09103 HCTP PCB

**Owner No:** MCP13-19WP

**Work:** New Construction and Rehabilitation of the Process Control Building (HCTP-PCB)

**Address:** 51 Beechgrove Drive, Toronto, ON.

**Re:** Cause of Default and Request to Correct, Rectify and Remedy Services/Work related to Epoxy Flooring under the Contract between City of Toronto and Aplus General Contractors Corp. dated May 11, 2015 for the New Construction and Rehabilitation of the Process Control Building at Highland Creek – Tender Contract No. MCP13-19WP (the "Contract")

Zurich Insurance Company Ltd. ("Zurich") – Bond No. 6343425 (the "Bond")

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Pursuant to GC7.1.2, there exists sufficient cause to justify the Owner, The City of Toronto ("the City") to issue a notice to the Contractor, Aplus General Contractors Corp. ("Aplus") that it is in default of its contractual obligation under the above referenced Contract to a substantial degree for failure to correct, rectify and remedy the unsatisfactory work being performed by Aplus in accordance to GC7.1 Default Notice (item 7.1.2).

unit a architecture has previously requested Aplus to rectify the issues highlighted below for epoxy flooring remediation.

unit a architecture has issued 7 Site Instruction between November 23, 2018 to February 02, 2020 and 3 Warranty Review memoranda in 2019. Aplus has consistently not provided, a timely, complete or adequate, response submission for the epoxy flooring work despite issuance of repeated instructions advising of such information required under the Contract Specifications.

To date, Aplus has acknowledged in writing dated November 29, 2019 "Response to SI#187" that the Work is a warranty repair and will be rectified. However, Aplus has not provided in a timely manner a sufficient time/task breakdown of activities to allow for coordination of an Occupied User facility as agreed upon during Minutes of Meeting 109 dated December 19, 2019 (Item 6.1.1.1 and Item 6.1.1.2). This response was to be provided the second week of January as recorded in the minutes.




Further, this warranty repair was to be done in conjunction with other outstanding warranty repairs initially noted in Warranty Report 01 dated November 19, 2018 and reiterated December 08, 2019.

Sufficient cause exists for the City of Toronto to request Aplus to correct these defaults to the epoxy flooring and remaining warranty repairs as well as rectify its defective services and deliverables within 5 working days in accordance with GC 7.1.3; otherwise, unit a architecture inc. recommends that the City exercise its rights and remedies under the Contract.




unit a architecture inc.  
151 shaw st  
toronto, m6j 2w6

t. 416 516 4656  
f. 416 516 6690




Attachment 10 - Summary Contractor Performance Evaluation Interim #1

		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 1 DATE: Dec 31/15	
<b>CONTRACTOR:</b> Aplus General Contractors					
<b>PROJECT NAME:</b> PCB Construction					
<b>DESCRIPTION:</b> New Construction and Rehabilitation of PCB Building at THC				<b>Ranking</b> <small>For deviations refer to Backup sheets</small>	
<b>CONTRACT No.:</b> MCP13-19WP		<b>START DATE:</b> Jun 15/15		<input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA	
<b>CONTRACT VALUE:</b> \$15,259,972		<b>COMPLETION DATE:</b> Dec. 2018			
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b> <span style="float:right">sub-score: 3.00 Weight: 25%</span>					
1. Did the contractor comply with OHSA requirements? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
2. Did the contractor adhere to environmental, (non-OHS) safety requirements, and other laws & policies? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
3. Did the contractor take adequate precautions with any hazardous materials and designated substances? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
<b>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b> <span style="float:right">sub-score: 3.00 Weight: 25%</span>					
1. Did the contractor comply with standards and specifications in the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
2. Was the quality and workmanship in compliance with the contract documents? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
3. Did the contractor promptly & effectively correct defective work as the project progressed? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
<b>C. ORGANIZATION - Work Plan and Management</b> <span style="float:right">sub-score: 3.04 Weight: 12.5%</span>					
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
2. Did the contractor commence the work on time? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
3. Did the contractor submit schedule updates in accordance with the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
4. Did the contractor adequately staff and resource the project in compliance with the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
5. Did the contractor provide adequate & competent site supervision? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
6. Did the contractor effectively coordinate and manage the work of its subcontractors? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
7. Did a person with decision-making authority represent the contractor at pre/progress meetings? <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input checked="" type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
<b>D. EXECUTION - Work Performance</b> <span style="float:right">sub-score: 3.04 Weight: 25%</span>					
1. Did the contractor complete the project on time? <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input checked="" type="checkbox"/> EX <input type="checkbox"/> NA					
2. Did the contractor follow the approved schedule and meet milestones? <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input checked="" type="checkbox"/> EX <input type="checkbox"/> NA					
3. Did the contractor provide effective quality control? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
6. Did the contractor seek authorization to perform extra or additional work? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge? <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input checked="" type="checkbox"/> EX <input type="checkbox"/> NA					
8. Was the quality and submission timelines of the following items acceptable?					
8.1 Look ahead schedules or work plans <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input checked="" type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
8.2 Accurate and complete record documents (as-builts) <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
8.3 Complete operations and maintenance manuals and close-out documents <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input checked="" type="checkbox"/> EX <input type="checkbox"/> NA					
8.4 Secure and/or closed applicable municipal permits <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
8.5 Startup testing and commissioning reports <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input checked="" type="checkbox"/> EX <input type="checkbox"/> NA					
8.6 Training plan and manuals <input type="checkbox"/> U <input type="checkbox"/> I <input type="checkbox"/> ME <input type="checkbox"/> EE <input checked="" type="checkbox"/> EX <input type="checkbox"/> NA					
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b> <span style="float:right">sub-score: 3.00 Weight: 12.5%</span>					
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
2. Did the contractor participate in resolving project problems and display initiative to implement solutions? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
3. Did the contractor demonstrate accountability for problems for which they were responsible? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
4. Did the contractor submit accurate, complete invoices in a timely manner? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
5. Did the contractor provide competitive change order pricing? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
6. Did the contractor accept responsibility for the full scope and extent of the contract? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
7. Did the contractor coordinate to minimize disruption to the public and City operations? <input type="checkbox"/> U <input type="checkbox"/> I <input checked="" type="checkbox"/> ME <input type="checkbox"/> EE <input type="checkbox"/> EX <input type="checkbox"/> NA					
				<b>3.01 Total Score (weighted)</b>	
<b>Name</b> (print/Type)		<b>Signature</b>		<b>Date</b>	
<b>Project Manager:</b> Edwin Ayson				Feb 10, 2016	
<b>Manager:</b> Gary Boychuk				Feb 11, 2016	
<b>Director:</b> N/A <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)					

Attachment 11 - Summary Contractor Performance Evaluation Interim #2



 <b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 23-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 2 DATE: Jun 30/16	
<b>CONTRACTOR:</b> Aplus General Contractors <b>PROJECT NAME:</b> PCB Construction			
<b>DESCRIPTION:</b> New Construction and Rehabilitation of PCB Building at THC <b>CONTRACT No.:</b> MCP13-19WP <b>START DATE:</b> Jun 15/15 <b>COMPLETION DATE:</b> Dec. 2018		<b>Ranking</b> <small>For definitions refer to Ranking sheets</small> U I ME EE EX N/A	
<b>CONTRACT VALUE:</b> \$15,259,972			
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>		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>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>		sub-score 3.00	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"/>
<b>C. ORGANIZATION - Work Plan and Management</b>		sub-score 3.00	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 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"/>
<b>D. EXECUTION - Work Performance</b>		sub-score 3.00	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 RFCs?			<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?			
#.1 Look sheet schedules or work plans			<input checked="" type="checkbox"/>
#.2 Accurate and complete record documents (as-builts)			<input checked="" type="checkbox"/>
#.3 Complete operations and maintenance manuals and closeout documents			<input checked="" type="checkbox"/>
#.4 Secure and/or closed applicable municipal permits			<input checked="" type="checkbox"/>
#.5 Startup testing and commissioning reports			<input checked="" type="checkbox"/>
#.6 Training plan and manuals			<input checked="" type="checkbox"/>
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>		sub-score 2.83	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"/>
		2.95	Total Score (weighted)
	<b>Name</b> (Print or Type)	<b>Signature</b>	<b>Date</b>
<b>Project Manager:</b>	Edwin Ayson		JUL 20, 2016
<b>Manager:</b>	Garry Boychuk		July 25, 2016
<b>Director:</b> <small>(required for Final only)</small>	N/A		
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)			

Attachment 12 - Summary Contractor Performance Evaluation Interim #3




		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 3 DATE: Feb 28/17			
CONTRACTOR: Aplus General Contractors							
PROJECT NAME: PCB Construction							
DESCRIPTION: New Construction and Rehabilitation of PCB Building at THC		<b>Ranking</b>					
CONTRACT No.: MCP13-19WP	START DATE: Jun 15/15	<small>For definitions refer to Backlog sheet</small>					
CONTRACT VALUE: \$15,259,972	COMPLETION DATE: Dec. 2018	U	I	ME	EE	EX	NA
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>		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>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>		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"/>			
<b>C. ORGANIZATION - Work Plan and Management</b>		sub-score 3.10		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"/>	<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"/>			
<b>D. EXECUTION - Work Performance</b>		sub-score 3.00		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"/>
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>		sub-score 3.00		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"/>			
				2.91 Total Score (weighted)			
	<b>Name</b> (print or type)	<b>Signature</b>		<b>Date</b>			
<b>Project Manager:</b>	Edwin Ayson			APR 21/17			
<b>Manager:</b>	Garry Boychuk			April 24, 2017			
<b>Director:</b> <small>(required for Final only)</small>	N/A						
<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)</small>							



Attachment 103 - Summary Contractor Performance Evaluation Interim #4




		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 4			
<b>CONTRACTOR:</b> Aplus General Contractors				<b>DATE:</b> AUG 31/17			
<b>PROJECT NAME:</b> PCB Construction							
<b>DESCRIPTION:</b> New Construction and Rehabilitation of PCB Building at THC				<b>Ranking</b> <small>For definitions refer to Backup sheets</small>			
<b>CONTRACT No.:</b> MCP13-19WP	<b>START DATE:</b> Jun 15/15	U	I	ME	EE	EK	NA
<b>CONTRACT VALUE:</b> \$15,258,872	<b>COMPLETION DATE:</b> Dec. 2018						
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>		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>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>		sub-score 2.40		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"/>			
<b>C. ORGANIZATION - Work Plan and Management</b>		sub-score 2.54		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"/>			
<b>D. EXECUTION - Work Performance</b>		sub-score 3.00		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"/>
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>		sub-score 3.00		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"/>			
		2.79		Total Score (weighted)			
	<b>Name</b> (Print or Type)	<b>Signature</b>		<b>Date</b>			
<b>Project Manager:</b>	Edwin Ayson			Dec. 10 / 17			
<b>Manager:</b>	Garry Boychuk			2017/15/17			
<b>Director:</b> <small>(required for Final only)</small>	N/A						
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)							

Attachment 14 - Summary Contractor Performance Evaluation Interim #5

		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 5 DATE: DEC 31/17	
<b>CONTRACTOR:</b> Aplus General Contractors <b>PROJECT NAME:</b> PCB Construction					
<b>DESCRIPTION:</b> New Construction and Rehabilitation of PCB Building at THC				<b>Ranking</b> <small>For definitions refer to Startup sheets</small>	
<b>CONTRACT No.:</b> MCP13-19WP		<b>START DATE:</b> Jun 15/15		U I ME EE EX N/A	
<b>CONTRACT VALUE:</b> \$15,259,972		<b>COMPLETION DATE:</b> Dec. 2018			
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>				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>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>				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"/>
<b>C. ORGANIZATION - Work Plan and Management</b>				sub-score 2.54	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"/>
<b>D. EXECUTION - Work Performance</b>				sub-score 2.51	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 RFCs?					<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 PWA knowledge?					<input checked="" type="checkbox"/>
8. Was the quality and submission timeliness 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"/>
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>				sub-score 2.72	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"/>
				2.68	Total Score (weighted)
	<b>Name</b> (print or Type)		<b>Signature</b>		<b>Date</b>
<b>Project Manager:</b>	Edwin A yson				FEB 5/18
<b>Manager:</b>	Garry Boychuk				FEB 7/18
<b>Director:</b> <small>(required for Final only)</small>	N/A				
<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)</small>					



Attachment 15 - Summary Contractor Performance Evaluation Interim #6

		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb-25-15</small>		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 6 DATE: Sep 20/18	
CONTRACTOR: Aplus General Contractors					
PROJECT NAME: PCB Construction					
DESCRIPTION: New Construction and Rehabilitation of PCB Building at TTC				Ranking	
CONTRACT No.: MCP13-18NVP		START DATE: Jun 15/15		Per definition refer to backup sheets	
CONTRACT VALUE: \$15,259,972		COMPLETION DATE: Dec. 2019		U	I
				ME	EE
				EX	N/A
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>			sub-score	3.00	Weight 25%
1. Did the contractor comply with OHSA requirements?					
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?					
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?					
<b>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>			sub-score	2.00	Weight 25%
1. Did the contractor comply with standards and specifications in the contract?					
2. Was the quality and workmanship in compliance with the contract documents?					
3. Did the contractor promptly & effectively correct defective work as the project progressed?					
<b>C. ORGANIZATION - Work Plan and Management</b>			sub-score	2.54	Weight 12.5%
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?					
2. Did the contractor commence the work on time?					
3. Did the contractor submit schedule updates in accordance with the contract?					
4. Did the contractor adequately staff and resource the project in compliance with the contract?					
5. Did the contractor provide adequate & competent site supervision?					
6. Did the contractor effectively coordinate and manage the work of its subcontractors?					
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?					
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?					
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?					
<b>D. EXECUTION - Work Performance</b>			sub-score	3.00	Weight 25%
1. Did the contractor complete the project on time?					
2. Did the contractor follow the approved schedule and meet milestones?					
3. Did the contractor provide effective quality control?					
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?					
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFCs?					
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 timeliness 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					
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>			sub-score	2.18	Weight 12.5%
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?					
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?					
3. Did the contractor demonstrate accountability for problems for which they were responsible?					
4. Did the contractor submit accurate, complete invoices in a timely manner?					
5. Did the contractor provide competitive change order pricing?					
6. Did the contractor accept responsibility for the full scope and extent of the contract?					
7. Did the contractor coordinate to minimize disruption to the public and City operations?					
				2.74	Total Score (weighted)
Name (first & last)		Signature		Date	
Project Manager:	Edwin Aysen	 Edwin Aysen 2018-09-20 11:23:06 -05'00'		Nov 15/18	
Manager:	Garry Boychuk	 Garry Boychuk 2018-09-07 11:23:06 -05'00'			
Director: <small>(required for Final only)</small>	N/A				
NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within ten (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)					

Attachment 16 - Aplus Response to Contractor Performance Evaluation Interim #6



**Aplus General Contractors Corporation**

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January 10, 2019

City of Toronto  
Toronto Water  
Metro Hall  
55 John Street, 21<sup>st</sup> Floor  
Toronto, Ontario M5V 3C6

Sent via Email

Attention: Mr. Garry Boychuk, Manager

**RE: MCP13-18WP THG Process Control Building – CPE Interim#06P**

We are in receipt on January 8<sup>th</sup>, 2019 of CPE Interim#06 completed on September 30<sup>th</sup>, 2018 and signed January 7<sup>th</sup>, 2019. For the record, this CPE has never been reviewed with APlus previously and are just received.

This evaluation shows an improvement for most part from previous CPE but once again lacks factual information as it pertains to some elements as noted below:




- C: **ORGANIZATION:** Baseline schedule was submitted as required in the contract documents. Regular schedule updates are provided per the contract at each progress draw and Three week look ahead schedules are also provided prior to every progress meeting. The project is staffed with a site super, two assistant Project Managers with coordination duties, a scheduler and a senior Project manager. All major trades also have their lead person that communicates with our site super and consultants as required. The project is currently ahead of schedule and Phase 2 work commenced immediately after Client was ready to move in. Trades meetings are held with major trades for subcontractor coordination. Schedule revisions were provided after the February 2018 review and after some 4 months review by the Plant group, it was agreed as go forward schedule (Copy attached). As you may be aware that phasing of this work has gone through many iterations to suit Plant occupancy, which are above and beyond the contractual requirements. APlus has still managed to maintain the overall project on schedule currently.
  
- D: **ADMINISTRATION:** APlus has and continuous to go beyond and above the call of duty on many issues on the project that is not directly related to their responsibility as the General Contractor. We continue to work as a team with the consultants and the City in a collaborative effort in the interest of the project. One example was a replacement of a brand new television set that we replaced at our cost when no one else could take responsibility for its damage. Secondly to date there has been approximately 178 PCO's issued (with some being scope change son Critical path of the project) and approximately 204 CO's. Roofing scope changes were not initiated by APlus or their trades. It was necessary due to existing unknown site conditions. I refer you to CC#153R (Copy attached). It should be noted that we as a General Contractor obtain services of our trades who are experts in their particular field. When pricing comes in, it is submitted and reviewed by the consultants. All comments are addressed and when an agreement is reached, then a CO is issued. We cannot control the magnitude of the changes. All we can do is ensure that they are a fair and reasonable representation of the work required.

We trust our input will be considered and we look forward to the two-way communication and to working in a cooperative manner to complete the final phase of this project. We believe the project team has worked very cooperatively to date and we look forward for this to continue until its successful completion.





Yours Truly,  
APlus General Contractors Corporation

  
Peter Martins  
President

Attachment 17 - Summary of Contractor Performance Evaluation Interim #7

		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 25-15</small>					<input type="checkbox"/> Final <input checked="" type="checkbox"/> Interim # 7	
<b>CONTRACTOR:</b> Aplus General Contractors							<b>DATE:</b> Jan 16/21	
<b>PROJECT NAME:</b> PCB Construction								
<b>DESCRIPTION:</b> New Construction and Rehabilitation of PCB Building at THC							<b>Ranking</b> <small>For definitions refer to Ranking sheets</small>	
<b>CONTRACT No.:</b> MCP13-19W/P	<b>START DATE:</b> Jun 15/15	U	I	ME	EE	EX	N/A	
<b>CONTRACT VALUE:</b> \$15,259,972	<b>COMPLETION DATE:</b> Dec 31/19							
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>		<b>sub-score</b> 3.00		<b>Weight</b> 25%				
1. Did the contractor comply with OHSA requirements?								
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?								
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?								
<b>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>		<b>sub-score</b> 2.20		<b>Weight</b> 25%				
1. Did the contractor comply with standards and specifications in the contract?								
2. Was the quality and workmanship in compliance with the contract documents?								
3. Did the contractor promptly & effectively correct defective work as the project progressed?								
<b>C. ORGANIZATION - Work Plan and Management</b>		<b>sub-score</b> 2.48		<b>Weight</b> 12.5%				
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?								
2. Did the contractor commence the work on time?								
3. Did the contractor submit schedule updates in accordance with the contract?								
4. Did the contractor adequately staff and resource the project in compliance with the contract?								
5. Did the contractor provide adequate & competent site supervision?								
6. Did the contractor effectively coordinate and manage the work of its subcontractors?								
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?								
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?								
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?								
<b>D. EXECUTION - Work Performance</b>		<b>sub-score</b> 2.53		<b>Weight</b> 25%				
1. Did the contractor complete the project on time?								
2. Did the contractor follow the approved schedule and meet milestones?								
3. Did the contractor provide effective quality control?								
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?								
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFIs?								
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								
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>		<b>sub-score</b> 2.53		<b>Weight</b> 12.5%				
1. Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?								
2. Did the contractor participate in resolving project problems and display initiative to implement solutions?								
3. Did the contractor demonstrate accountability for problems for which they were responsible?								
4. Did the contractor submit accurate, complete invoices in a timely manner?								
5. Did the contractor provide competitive change order pricing?								
6. Did the contractor accept responsibility for the full scope and extent of the contract?								
7. Did the contractor coordinate to minimize disruption to the public and City operations?								
		<b>2.58</b>		<b>Total Score (weighted)</b>				
	<b>Name (Print Type)</b>	<b>Signature</b>		<b>Date</b>				
<b>Project Manager:</b>	Edwin Ayson			Edwin Ayson 2022.03.10 10:41:10 -0500				
<b>Manager:</b>	Garry Boychuk			Garry Boychuk 2022.03.10 10:53:20 -0500				
<b>Director:</b>								
<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)</small>								

Attachment 18 - Summary of Contractor Performance Evaluation Final

		<b>Contractor Performance Evaluation</b> <small>version 1.2 - Feb 25-15</small>		<input checked="" type="checkbox"/> Final <input type="checkbox"/> Interim # 5	
<b>CONTRACTOR:</b> Aplus General Contractors				<b>DATE:</b> Jan 16/21	
<b>PROJECT NAME:</b> PCB Construction					
<b>DESCRIPTION:</b> New Construction and Rehabilitation of PCB Building at THO				<b>Ranking</b> <small>For definitions refer to Ranking sheets</small>	
<b>CONTRACT No.:</b> MCP13-19WP	<b>START DATE:</b> Jun 15/15	<b>U</b>	<b>I</b>	<b>ME</b>	<b>EE</b>
<b>CONTRACT VALUE:</b> \$15,259,972	<b>COMPLETION DATE:</b> Dec 31/19	<b>EX</b>	<b>NA</b>		
<b>A. SAFETY &amp; COMPLIANCE - Laws &amp; Standards</b>		<b>sub-score</b> 2.25	<b>Weight</b> 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>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>		<b>sub-score</b> 1.80	<b>Weight</b> 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"/>		
<b>C. ORGANIZATION - Work Plan and Management</b>		<b>sub-score</b> 2.25	<b>Weight</b> 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"/>	
<b>D. EXECUTION - Work Performance</b>		<b>sub-score</b> 1.73	<b>Weight</b> 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 RFCs?			<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 timeliness 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"/>		
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>		<b>sub-score</b> 1.69	<b>Weight</b> 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"/>		
		<b>1.84</b>	<b>Total Score (weighted)</b>		
	<b>Name (Printed Type)</b>	<b>Signature</b>		<b>Date</b>	
<b>Project Manager:</b>	Edwin Ayson	 #149011 2022-03-10 10:41:25 -0500 Edwin Ayson			
<b>Manager:</b>	Garry Boychuk	 #149011 2022-03-10 10:52:05 -0500 Garry Boychuk			
<b>Director:</b> <small>(required for Final only)</small>	Richard Noehammer				
<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)</small>					



Lou Di Gironimo  
General Manager

Tracey Cook  
Deputy City Manager

Toronto Water  
City Hall  
100 Queen Street West  
East Tower, 24<sup>th</sup> Floor  
Toronto, Ontario M5H 2N2

Tel: 416-392-8200  
Fax: 416-392-4540  
lou.digironimo@toronto.ca  
www.toronto.ca

June 18, 2020

Aplus General Contractors  
66 Camforth Road  
Toronto, ON M4A 2K7

Attention: Mr. Peter Martins, President  
By Email To: [peter.martins@aplustoronto.ca](mailto:peter.martins@aplustoronto.ca)

Zurich Insurance Company Ltd.

Attention: Mr. David Morrison  
By Email To: [david.morrison@zurich.com](mailto:david.morrison@zurich.com)

Dear Sirs,

Re: DEFAULT NOTICE

Under Contract between City of Toronto and Aplus General Contractors Corp. dated June 15, 2015 for the provision of construction services for the New Construction and Rehabilitation of the Process Control Building – Tender Contract No. MCP13-19WP (the "Contract")

Zurich Insurance Company Ltd Bond No.: 6343425

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**Notice of Default**

As you are aware, by the following letters from the Consultant (unit a architecture inc.) to Aplus General Contractors Corp. ("Aplus") and the City, in accordance with GC 7.1.2 of the Contract, the Consultant has provided written statements to the effect that sufficient cause exists to justify the giving of notice by the City that Aplus is in default of its obligations under the above-noted Contract ("Statement of Cause").

- letter dated May 04, 2020 to Aplus and the City;
- letter dated May 01, 2020 to Aplus and the City; and
- letter dated February 09, 2020 to Aplus and the City.

In accordance with GC 7.1.2 of the Contract, Aplus is hereby put on notice that it is in default of its obligations under the above-noted Contract and is instructed to correct the defaults within the 5 Working Days immediately following the receipt of this Notice.

The particulars of the defaults are set out below.

Attachment 20 - Notice of Default #2



Lou Di Gironimo  
General Manager

Tracey Cook  
Deputy City Manager

Toronto Water  
City Hall  
100 Queen Street West  
East Tower, 24<sup>th</sup> Floor  
Toronto, Ontario M5H 2N2

Tel: 416-392-8200  
Fax: 416-392-4540  
lou.digironimo@toronto.ca  
www.toronto.ca

October 2, 2020

Aplus General Contractors  
66 Canforth Road  
Toronto, ON M4A 2K7

Attention: Mr. Peter Martins, President

By Email To: [Peter.martins@aplustoronto.ca](mailto:Peter.martins@aplustoronto.ca)

And To:

Zurich Insurance Company Ltd.  
Attention: Mr. David Morrison

By Email To: [david.morrison@zurich.com](mailto:david.morrison@zurich.com)

Dear Sirs,

Re: DEFAULT NOTICE

Under Contract between City of Toronto and Aplus General Contractors Corp. dated June 15, 2015 for the provision of construction services for the New Construction and Rehabilitation of the Process Control Building – Tender Contract No. MCP13-19WP (the "Contract")

Zurich Insurance Company Ltd Bond No.: 6343425

---

**Notice of Default**

As you are aware, by letter dated September 24, 2020 from the Consultant (unit a architecture inc.) to Aplus General Contractors Corp. ("Aplus") and the City, in accordance with GC 7.1.2 of the Contract, the Consultant has provided a written statement to the effect that sufficient cause exists to justify the giving of notice by the City that Aplus is in default of its obligations under the above-noted Contract ("Statement of Cause").

In accordance with GC 7.1.2 of the Contract, Aplus is hereby put on notice that it is in default of its obligations under the above-noted Contract and is instructed to correct the defaults within the 5 Working Days immediately following the receipt of this Notice.

This letter also advises Aplus and Zurich of steps that the City has determined will be necessary to carry out urgent work required to complete the Contractor Parking Lot prior to end of seasonal asphalt and paving operations so as to not further detrimentally impact normal wastewater treatment operations at the site.

Attachment 21 - Notice to Bonding Company



Wendy Walberg LL.B., LL.M., C.S.  
City Solicitor  
Legal Services  
55 John Street  
Str. 1260, 26th Flr., Metro Hall  
Toronto ON M5V 3C6  
Tel. (416) 392-8047  
Fax (416) 397-5624  
\* Certified by the Law Society as a Specialist  
in Municipal Law: Local Government  
File Nos. 8102.753.3406.18  
8102.753.7069.18  
8101.753.7113.18

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Reply To: [TIMOTHY CARRE](mailto:TIMOTHY.CARRE)  
Tel: 416-392-8044  
Fax: 416-397-5624  
E-Mail: [Timothy.carre@toronto.ca](mailto:Timothy.carre@toronto.ca)

February 19, 2021

Trevor Grzybowski  
BBCG Claim Services  
1550 Enterprise Road – Suite 320  
Mississauga, ON L4W 4P4

VIA E-MAIL to: [tgrzybowski@bbcgc.ca](mailto:tgrzybowski@bbcgc.ca)

Dear Counsel:

**Re: Requested Additional Information and Documents**  
**Zurich Performance Bond No. 6343425 | Your file: TUC 8939402**  
**Claim by the City of Toronto ("City") re Aplus General Contractors Corp. ("Aplus")**  
**re City Contract MCP13-19WP – New Construction and Rehabilitation of the Process**  
**Control Building project located at the Highland Creek Treatment Plant, 51 and 100**  
**Beechgrove Drive, Toronto ON (the "Project")**

I am counsel for the City of Toronto and I am writing in response to your letter of February 9, 2021 to Lou Di Gironimo, General Manager for the City's Toronto Water Division, acknowledging receipt of the City's claim on Zurich's Performance Bond 6343425.

In response to your requests for additional information and documents, please see the enclosed documents as well as the additional information provided below.

Copy of the Contract, Purchase Orders and Contract Changes

Please find enclosed a complete copy of the original contract, the purchase order and amended purchase orders issued to Aplus with respect to the Project.

With respect to changes to the Contract, there have been more than 200 approved change orders to the Contract. These change orders are listed in the attachments to the most recent Certificate for Payment #54 issued by the consultant. Should you require further particulars as to any of the listed change orders please advise and particulars will be provided.





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April 22, 2022

**VIA EMAIL (mike.pacholok@toronto.ca)**

City of Toronto  
City Hall  
18<sup>th</sup> Floor, West Tower  
100 Queen Street West  
Toronto, Ontario M5H 2N2

**Attention: Mr. Michael Pacholok**

Dear Mr. Pacholok:

**Re: Your Letter re: Temporary Suspension from City of Toronto Procurement Calls Contractor Performance Assessment: MCP-13-19WP, Construction and Rehabilitation of the Process Control Building at Highland Creek Treatment Plant (the "Contract")  
Our File No.: 195/20**

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We write on behalf of our client, Aplus General Contractors Corp. ("Aplus"), in response to your letter dated March 23, 2022 to provide additional information which is relevant to the City of Toronto's (the "City") determination regarding the possible suspension of Aplus from the City's procurement calls allegedly as a result of its performance on the Highland Creek project.

For context, Aplus has been in business for 24 years, and has been performing work for the City since Aplus' inception in 1998. Aplus had successfully completed over 1,000 City of Toronto jobs without incident, until trouble arose on the Ellesmere project.

Aplus' performance on the Highland Creek project was demonstrably good, as exemplified by the City's three interim Contractor Performance Evaluations from 2015, 2016 and 2017, and the contract was certified as substantially performed on November 13, 2019.

However, disputes arose on another project which have unfortunately coloured the City's relationship with Aplus on the Highland Creek project. Specifically, the City terminated Aplus' contract on the Ellesmere project on November 1, 2018, before substantial performance on Highland Creek, and suspended Aplus from procurement calls, allegedly as a result of the termination of the Ellesmere contract on November 1, 2018.



The termination on Ellesmere is alleged by Aplus to have been unlawful and in retaliation for Aplus suspending its services on that contract due to non-payment by the City. These issues are to be determined by the court in Toronto Court File No. CV-18-595957.

Aplus says that, unfortunately, the City repeated its conduct on Ellesmere on Highland Creek, this time by refusing to pay holdback monies. The certificate of substantial performance for Aplus' contract on the Highland Creek project was published on November 20, 2019. On December 18, 2019, Plan Group gave a claim for lien, which Aplus bonded off on June 17, 2020. As all liens on the project had been satisfied at that time, Aplus requested that the City release the holdback monies. The City should have released holdback on June 18, 2020, but instead purported to note Aplus in default and refused to release the holdback. Indeed, to this day, the City has never paid the Highland Creek holdback monies.

The City's actions were contrary to the spirit and letter of the *Construction Act*, which is designed to help ensure that payment on construction projects flows promptly from owners to general contractors to subcontractors and suppliers. Under the current *Construction Act*, the City would have been required to release the holdback to Aplus at the time of Aplus' request and could not have maintained its improper refusal to pay Aplus under the guise of the release of holdback being optional under the former *Construction Lien Act*.

As a result of the City's refusal to pay, Aplus gave the City notice and suspended work in accordance with the contract. At that point, only finishing work remained. Despite Aplus properly exercising its right to suspend work, the City then improperly terminated Aplus' contract.

The City has never raised any genuine concerns with Aplus' workmanship or performance in support of its debarment decisions. Aplus has a demonstrated track record of providing good quality work for the benefit of the taxpayers of Toronto. The City's debarment decisions are solely retaliatory in nature, stemming from Aplus' suspension of services due to non-payment. Unfortunately, as a result of the City's ongoing refusal to pay and its termination of the Highland Creek contract, that matter is also now also before the court in Toronto Court File No. CV-20-00648546.

We urge the City to allow the courts to determine these matters in the ongoing actions and, in the short term, to revisit its decision to suspend Aplus' from bidding on new work. Otherwise, the message the City is sending to contractors is that, if you insist on being paid for your work and exercise your contractual rights to suspend services if payment is not made, then we will punish you by not allowing you to bid on any more jobs. This messaging is inconsistent with the spirit and letter of the current *Construction Act*, the terms of the City's own contracts, and the duty of good faith that the Supreme Court of Canada has made clear that all contracting partners owe one another.

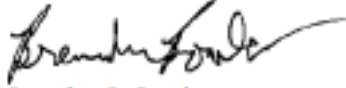
Respectfully, we disagree that barring bidders if they have taken recourse to the courts over genuine payment disputes is consistent with good public policy. This sends the message to contractors that you can either expect to leave money on the table or be barred from bidding. We do not think this approach will encourage good contractors to bid on City projects.



We appreciate your consideration of the foregoing information and ask that the City reconsider its proposed suspension of Aplus.

Yours very truly,

**GLAHOLT BOWLES LLP**



Brendan D. Bowles

BDB/jvl

