

GENERAL INFORMATION

Request for Quotation (RFQ) Work Assignment No.: 25-PFR-CAP-GC-001

Title: Tam Heather Curling and Tennis Club Bubble SOGR

Description: Life cycle renewal of the existing dome fabric membrane including site preparation, staging, tree protection, shut down of mechanical and electrical systems supporting the dome operations, removal, cutting and disposal of existing dome membrane fabric, general contractor coordination of the turn-key removal and replacement of the existing air-supported dome fabric membrane by vendor of the original dome fabric membrane, site cleaning, and restoration, restart of mechanical and electrical systems supporting the dome operations.

Roster Captain Contact:

Cristian Lukaszuk
Senior Project Manager
Capital Projects, Parks Forestry & Recreation
Tel: 416-392-8156
E-Mail: Cristian.Lukaszuk@toronto.ca

RFQ INFORMATION

Issue Date: February 20, 2025

Deadline for Questions: March 10, 2025 at 2:00 P.M. (local Toronto time):

Mandatory Site/Information Meeting:

Date: **February 26, 2025**

Time: **12:00 P.M.**

Address: Tam Heather Curling and Tennis Club, 730 Military Trail, Scarborough, ON M1E 4P7

Location: Meet in the north end of parking lot, south of the vehicle air lock, as per the attached site plan.

Instructions: Meet the City's representative, Mabruck Mengele, Senior Project Co-ordinator onsite at the time noted above. Contact information: Mabruck.Mengele@toronto.ca.

Closing Date: March 14, 2025 at 2:00 P.M. (local Toronto time)

BID RECEIPT – Return your Bid by the following submission method:

E-MAIL a read only/secure file to pfrcapitalprojects@toronto.ca

The subject line of your email should be the Project Name and Work Assignment Number as indicated above. i/e "Tam Heather Curling and Tennis Club Bubble SOGR - 25-PFR-CAP-GC-001"

TERMS & CONDITIONS

Terms and Conditions:

The work/services shall be performed in accordance with all of the terms and conditions set out in this RFQ and in accordance with the terms and conditions set out in the:

- RFSQ Call Number: **RFSQ DOC NO. 4509693485**
- RFQ Terms and Conditions – Appendix A
- Work Assignment Reference Document– Appendix B
- Executed Master Roster Construction Agreement

Bids will not be considered unless received in the E-Mail Inbox of the Roster Captain noted above, by the date and time specified above. The time stamp of the Roster Captain's E-Mail will prevail over the time stamp the Firm sent the Bid.



BID SUBMISSION FORM

Request for Quotation (RFQ) Work Assignment No.: 25-PFR-CAP-GC-001
Title: Tam Heather Curling and Tennis Club Bubble SOGR

SUPPLIER INFORMATION

Company Name:	
Address:	
Contact Name/Title:	
Telephone #:	
E-Mail:	
Total Cost for all that is required as specified herein (HST to be included in sub-total for all construction projects)	COST
	SUBTOTAL (Base Price) \$ _____
	H.S.T. (13%) \$ _____
	TOTAL \$ _____
Invoice to be sent to: City of Toronto Accounting Services Division Corporate Accounts Payable 55 John Street 14Floor, Metro Hall Toronto, ON M5V 3C6	NO BID Reason: _____ _____

Suppliers are expected to acknowledge receipt of Addendum/Addenda as indicated below. Failure to do so shall result in the bid being declared non-compliant.

I/We acknowledge receipt of addendum number _____ to _____.

I/We the undersigned offer to supply the above at the price and conditions hereon offered:

Authorized Signature – I have authority to bind the Corporation

THIS FORM SHALL BE COMPLETED, PROPERLY SIGNED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED, OR YOUR BID WILL BE DECLARED NON-COMPLIANT

SCHEDULE A – PRICING FORM

Request for Quotation Work Assignment No. 25-PFR-CAP-GC-001

All Prices, Rates, and/or Costs Submitted By Suppliers With Respect To This RFQ, Must Include Any And All Expenses That May Be Anticipated And Incurred By The Supplier To Provide The Work As Specified In This RFQ. (Including But Not Limited To: Materials, Equipment, Transportation, Disposal, Delivery And Pick Up Costs). No Additional Costs Will Be Considered.

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total price quoted.

- .1 The Bidder agrees to supply all labour, materials, products, equipment, tools, machinery and freight to perform the services herein described for the following prices.
- .2 The City of Toronto may, at their discretion, include or exclude items from the Tender, both prior to the signing of the Contract and during the construction period.
- .3 Contractors are responsible for confirming all quantities.
- .4 **The General Contractor’s overhead and profit in connection with cash allowances shall be deemed to be included in the Stipulated Price submitted (Base Price).** These amounts will be drawn upon as required during the progress of the construction.
- .5 All claims by the Contractor against cash allowances shall be carefully and clearly documented and shall require the approval of the City Representative prior acceptance.

Item No.	Base Price - Description	Extended Price
1	Mobilization, demobilization, bonding, permits, site security, temporary facilities, utility locates, dust control, staging, traffic control, signs, total station layout by contractor and all other costs required for compliance with the General Requirements Specs.	\$ _____
2	1.8m high temporary metal construction fence with interlocking panels fastened together as shown and additionally, and as required, to protect work zone and existing trees in accordance with City of Toronto tree protection policy and specifications for construction near trees, including construction signage.	\$ _____
3	Shutdown of mechanical and electrical systems supporting the dome by specialty licensed mechanical and electrical contractors in coordination with the turn-key membrane replacement vendor and regulatory requirements.	\$ _____
4	Restart of mechanical and electrical systems supporting the dome by specialty licensed mechanical and electrical	\$ _____

	contractors in coordination with the turn-key membrane replacement vendor and regulatory requirements.	
5	Removal, cutting, and disposal of the existing dome fabric membrane in coordination with the turn-key membrane fabric replacement vendor and requirements for disposal, includes removal and reinstatement of existing chainlink fences, gates, furniture, signs, etc. to facilitate access, if required.	\$ _____
6	All General Contractor's Work and responsibilities required for the replacement of the dome fabric membrane, as identified and described in the Turn Key Dome Fabric Membrane Replacement - Scope of Work & Specifications, including Work for Mechanical and Electrical sub-trades.	\$ _____
7	Site restoration to existing conditions and cleaning.	\$ _____
8	Cash Allowance B - Inspection & Testing	\$10,000.00
Subtotal (Excluding H.S.T.)		\$ _____
H.S.T. (13%)		\$ _____
Total Price (Including H.S.T.)		\$ _____
<i>*Transfer the Subtotal and Total Price to page 1 Bid Form</i>		

Provisional Items

The provisional prices listed below shall include all costs for the supply and installation of the work listed, including all materials and base preparation described in the construction drawings and specifications, freight, taxes (excluding HST), profit and overhead of the Contractor and Subcontractor (s). The provisional prices will be used by the City of Toronto to modify the total base quotation price of the bid prior to award of a purchase order. Prices shall include all items shown on the drawings and listed in the specifications. Any items required to complete the work as shown on the drawings and listed in the specifications will be considered to be included in the prices below.

Item No.	Provisional Items - Description	Extended Price
P-1	Additional cost to upgrade dome fabric membrane to DuPont TEDLAR.	\$ _____
P-2	Additional cost to supply and install automated door operators.	\$ _____

SECTION 1 – SUBMISSION INSTRUCTIONS

1.0 Introduction

Quotations are invited for **Tam Heather Curling and Tennis Club Bubble SOGR**

2.0 Award

1. It is the intent of the City to award a Contract to one (1) Supplier who demonstrates full compliance with the specification and provides the lowest total cost. Lowest Price meeting specifications shall include all costs for the supply and delivery of goods/services, including all shipping and transportation. The City will not accept any additional costs. The awarded Supplier will be notified by the City via email.

2. The awarded Supplier will be required to execute a Contract with the City for the provision of the Deliverables. Suppliers should review the terms and conditions set out in Appendix B – Work Assignment Agreement for to understand the Contract being entered into with the City. The term of the Contract is to be for a period of from date of award to **three (3) years after the date of Substantial Performance**.

3.0 Quotation Requirements

- 3.1 Suppliers must e-mail their Quotation to the City contact as noted. The quotation must include:
 - Completed and signed Bid Submission Form (page 2)
 - Schedule A – Pricing Form

3. Suppliers must agree to all the terms and conditions specified in this Quotation and as such, these terms and conditions will be binding and non-negotiable.

4. Suppliers are advised not to submit any additional information or materials with the quotation. Other than the quotation requirements noted in this section, all submittals required in the specifications are to be provided after the contract is awarded to a successful Supplier. Failure to comply with this requirement may result in the bid being disqualified.

5. The City will consider requests for information, clarifications or changes up to three (3) business days prior to the closing date and time of the RFQ. Suppliers may contact the Roster Captain by email: Cristian.Lukaszyk@toronto.ca for clarifications or information. Approved changes will be provided to all Suppliers via an Addendum by email.

4.0 Timetable

- 4.1 The City’s currently proposed schedule for each step in the RFQ process is set out in below.

Event	Date /Time
Issue Date of RFQ	February 20, 2025
Bidder's Meeting	February 26, 2025 at 12:00 P.M.
Deadline for Questions	Three (3) business days before submission deadline. March 10, 2025

Event	Date /Time
Submission Deadline	March 14, 2025
Anticipated Award Date	April 30, 2025

- 4.2 The City reserves the right to, in the City’s sole and absolute discretion, at any time:
- revise the RFQ schedule, to accelerate, eliminate or postpone any of the dates or times set out in this RFQ, including the Submission Deadline;
 - to add to, delete or re-order any of the milestones set out in this RFQ, at any time; or
 - modify the RFQ process.

5.0 Mandatory Bidder’s Meeting

6. Suppliers are required to attend a mandatory meeting to familiarize themselves with the required Deliverables. The mandatory meeting will take place as follows:
Date: **February 26, 2025 Time: 12:00 P.M.** Address: Tam Heather Curling and Tennis Club, 730 Military Trail, Scarborough, ON M1E 4P7. Location: Meet in the north end of parking lot, south of the vehicle air lock, as per the attached site plan. Instructions: Meet the City’s representative, Mabruck Mengele, Senior Project Co-ordinator onsite at the time noted above. Contact information: Mabruck.Mengele@toronto.ca.
7. Meetings will not be available at any other times. Suppliers who arrive after the commencement start time, will not be permitted to register and sign –in and therefore, will not be eligible to bid
8. Suppliers must sign the attendance sheet at the mandatory meeting during the designated date and time for their Bid to be considered.
9. A record of questions and answers as deemed relevant from the site meeting will be distributed in the form of an Addendum and emailed to all Suppliers. The City reserves the right not to answer questions at the Site Meeting but will answer questions that arise at the site meeting as part of an Addendum.
10. Bids submitted by Suppliers that do not attend the mandatory meeting or fail to sign the attendance sheet shall be declared non-compliant.
11. Suppliers will be provided a full set of drawings at bidders meeting.

6.0 Mandatory Requirements (N/A)

7.0 Evaluation

7.1 Evaluation Process

- .1 The City will conduct the evaluation of Bids in the following two stages.

Stage 1: The Bids will be reviewed to determine whether they comply with all of the mandatory requirements of the RFQ. Bids that that are substantially incomplete or do not substantially comply with the requirements of this RFQ will be excluded from consideration in Stage 2.

Stage 2: The compliant Bids will be ranked on the basis of the lowest submitted pricing of each Bid in accordance with the Pricing Form.

- .2 Subject to its reserved rights set out in this Part, the City may at any time and from time to time, in its sole and absolute discretion, revisit, revise, confirm or adjust the evaluations of a Bid at any time during the RFQ process.

8.0 Pricing

- 8.1 All Bid prices, Quotations, rates, and/or costs submitted by Suppliers with respect to this Request for Quotation, must include any and all expenses that may be anticipated and incurred by the Successful Supplier while providing the Products F.O.B. destination and/or Services as specified in this Informal quote (including but not limited to: materials, equipment, transportation, disposal, delivery and pick up costs). No additional costs will be considered or accepted.
- 8.2 All itemized prices are to include the supply of all labour, materials, products, tools, machinery and freight necessary including all charges for supervision and payroll burdens and all applicable taxes (excluding HST) required to perform the services outlined in this RFQ
- 8.3 Each bid shall be interpreted as covering the cost of completion of the work in every respect, in accordance with the Executed Master Roster Construction Agreement
- 8.4 Prices are provided herein will be used to adjust scope of work and contract price as required. The City reserves the right to make additions or deletions from the scope of work prior to the award of the contract.
- 8.5 All sections of the Pricing Form should be completed. Without limiting the generality of the foregoing, all blanks must be filled in and all entries for unit prices, lump sums, extensions and totals should be filled in, as appropriate.
- 8.6 Suppliers that do not fully complete Schedule A – Pricing Form (such as leaving lines blank) or have unclear answers (such as “n/a”, “-”, “tba” or “included” etc.) will be declared non-compliant. Prices that are intended to be zero cost/no charge to the city are to be submitted in the space provided in the price schedule as “\$0.00” or “zero”.
- 8.7 All pricing provided must be inclusive of all applicable duties and taxes except for HST, which should be itemized separately, and of all fees, expenses and costs for the complete performance of the Contract.
- 8.8 Suppliers are not to base their Pricing Form upon unilateral or undisclosed assumptions or conditions which, if not true, would render the Supplier’s pricing inapplicable or subject to change.
- 8.9 Unless otherwise stated herein, prices quoted are to be in Canadian dollars.
- 8.10 The percentage markup on all materials, parts and equipment shall be as per the Executed Master Roster Construction Agreement.
12. The Supplier must be prepared to provide the City proof of "trade cost" within five (5) business days from the request. Specifically, a copy of their trade invoice as well as the corresponding copy of the invoice issued to the City for any item or service specified by the City to validate the mark-up structure applied by the Supplier complies with the mark-

up structure detailed in the RFQ. Failure to comply with this request or in the event the mark-up structure is not in accordance with the RFQ document, will provide cause for the City, at its sole discretion, to terminate the business arrangement with the Supplier.

- 13.** In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.
- 14. Insurance and Bonds**
- 15.** The supplier agrees to purchase and maintain in force as required at the request of the City of Toronto and at its own expense (including the payment of all deductibles) and for the duration of this Agreement all applicable insurance, as per Executed Master Roster Construction Agreement. If the City requires the amount of the coverage increased, if it requires the supplier to obtain other special insurance or if it requires any policy to be extended in respect of the project work, then the supplier shall obtain such extended, increased or special insurance.
- 16.** Following award of the contract and prior to commencement of the Work, the supplier must provide the Bonds duly signed and executed, as per the Executed Master Roster Construction Agreement.

SECTION 2 – SCOPE OF WORK

9.0 Background

- 9.1 Tam Heather Tennis Club Air Supported Dome Fabric Membrane has reached the end of its life cycle and is due for a turn-key replacement by the vendor of the original dome fabric membrane under the coordination of the general contractor.

10.0 Scope Of Work

- 10.1 The scope of this RFQ includes the Life cycle renewal of the existing dome fabric membrane including site preparation, staging, tree protection, shut down of mechanical and electrical systems supporting the dome operations, removal, cutting and disposal of existing dome membrane fabric, general contractor coordination of the turn-key removal and replacement of the existing air-supported dome fabric membrane by vendor of the original dome fabric membrane, site cleaning, and restoration, restart of mechanical and electrical systems supporting the dome operations

11.0 General Requirements

- 11.1 The Successful Supplier must deliver the specified goods/services as per their Quotation without substitution or deviation.
- 11.2 The Deliverables being supplied in this RFQ must be new and certified by the Supplier, and free of encumbrance. Refurbished, rebuilt, or used Products will not be acceptable.
- 11.3 The Supplier, shall comply with all relevant Provincial legislation and regulations, relating to health and safety, as per Executed Master Roster Construction Agreement.
- 11.4 The Supplier shall, at all times, take every precaution reasonable in the circumstances, for the protection of workers.

The Contractor shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the General Manager or his designate, the Contractor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Contractor is considered by WSIB to be an independent operator without coverage, the Contractor shall provide a letter to that effect from the WSIB.

- 11.5 The Supplier is to be responsible for all damages to City of Toronto property and/or personnel caused by the Supplier.
- 11.6 The General Contractor and any sub-contractors used to carry out this work must comply with all Municipal Licensing and Standards Regulations

12.0 Specifications

- 12.1 The goods/service specified in the RFQ must meet the following specifications: refer to Appendix B for Project Drawing and Specifications Package.

13.0 Project Meetings, Timelines and Schedule Milestones

13.1 Project Milestones:

Event	Date /Time
Pre-construction Meeting	May 6, 2025
Recurring construction site review meetings	TBD
Substantial Performance Meeting	October 7, 2025
Warranty Review Meetings	TBD

14.0 Appendix B – Work Assignment Reference Documents

Work Assignment reference documents are listed in Appendix B

Project Site Plan (Tam Heather Curling and Tennis Club Bubble SOGR_25-PFR-CAP-GC-001_SITE PLAN)
Project Specifications Package (Tam Heather Curling and Tennis Club Bubble SOGR_25-PFR-CAP-GC-001_SPECIFICATIONS)

14.1 The City of Toronto's (City's) project requirements are provided in Appendix B. The Supplier is responsible for reviewing this information and familiarizing themselves with the City's requirements, and shall comply with them in their entirety. The following clauses provide additional, project specific requirements, and are to be read in conjunction with the Appendices. Where there is a conflict, the clauses in this section shall take precedence.

15.0 Invoicing

To ensure prompt payment, it is essential that all required billing information is provided on the invoice/s submitted to the City of Toronto, in accordance with the applicable requirements of Section GC5.3 – PROPER INVOICES, found in the Executed Master Roster Construction Agreement. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to the vendor with non-payment.

All original vendor invoices must be addressed and be sent DIRECTLY to:
City of Toronto

SPC:
Mabruck Mengele
Senior Project Coordinator
Mabruck.Mengele@toronto.ca

Accounts Payable
55 John Street
14th Floor, Metro Hall
Toronto, ON
M5V 3C6

16.0 Payment and Discount Terms

If all the correct billing information has been indicated on the invoice/s, the City of Toronto is committed in meeting payment terms of 60 days from the receipt date of the invoice.

Payment terms should be clearly indicated on the invoice/s including early payment terms.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice

Prompt Payment and Adjudication

The Prompt Payment and Adjudication provisions in the Construction Act (Parts I.1 and II.1) apply to this roster as the procurement process for the roster first commenced through a prequalification issued on after October 1st, 2019. Refer to Executed Master Roster Agreement.

17.0 Terminology

“Bubble” = ‘Dome’ = “Air Structure”

18.0 Work Assignment General Conditions

Refer to Executed Master Roster Construction Agreement where applicable.

Row	Input Information	Reference	Description
A. Names and Information			
A.1	Project	Sch. C, Definition 82 & GC 3.8.2.3(1)	Tam Heather Curling and Tennis Club Bubble SOGR
A.2	Site	Definition 97	730 Military Trail, Scarborough, ON M1E 4P7
A.3	Notice information	GC 1.6.1.1, 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	<p>Inna Olchovski-Krupnik, Senior Project Manager 647-688-5077 inna.olchovski@toronto.ca</p> <p>Mabruck Mengele Senior Project Coordinator Mabruck.Mengele@toronto.ca</p> <p>Zori Petrova, Lead Consultant Serdika Consulting Inc 416 272 7712 zori@serdika.ca</p>
A.4	Identity of Contract Administrator	Sch. C, Definition 24	<p>Zori Petrova, Lead Consultant Serdika Consulting Inc 416 272 7712 zori@serdika.ca</p>

Row	Input Information	Reference	Description
A.5	Identity of Owner Representative	Sch. C, Definition 72	Mabruck Mengele Senior Project Coordinator Mabruck.Mengele@toronto.ca
A.6	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
A.7	Term	Sch. C, Definition 112	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
A.8	Number of Prequalified Suppliers on the Roster	Sch. B. s. 3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B. Pricing, Markups and Liquidated Damages			
B.1	Contractor's Markup for negotiated fixed price and negotiated unit price changes in the Work performed by Contractor	Sch. E, s. 2.2.3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.2	Total Cumulative Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on negotiated fixed price and negotiated unit price changes in the Work performed by Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)	Sch. E, s. 2.2.3.2	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.3	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.4	Total Cumulative T&M Percentage Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on changes in the Work performed by	Sch. E, s. 3.3.2	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>

Row	Input Information	Reference	Description
	Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)		
B.5	Markup for Cash Allowance overages	GC 6.1.4	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.6	Amounts of Delay Liquidated Damages	GC 7.6.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.7	Changes in the Work on a Time & Material Basis	Sch. E, s. 3	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.8	Schedule A Schedule of Prices for Changes in the Work	Pricing Form	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.9	Invoice Period	Sch. C, Definition 55	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.10	Giving of a Proper Invoice	GC 5.3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
C. Dates, Time Periods and Deadlines			
C.1	Effective Date	Sch. C, Definition 40	Date of award
C.2	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
C.3	Key Work Milestones	Sch. C, Definition 57	1) Contract Award by April 2025; 2) Construction Period from May 2025 to September 2025; 3) Substantial Completion by Early October 2025; 4) Total Completion and Handover by End of October 2025
C.4	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 93	October 6, 2025
C.5	Scheduled Date for Total Performance of the Work	Sch. C, Definition 94	October 27, 2025
C.6	Warranty Period	Sch. C, Definition 121	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
C.7	Working Days	Sch. C, Definition 126	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>

Row	Input Information	Reference	Description
C.8	Number of Days for Contract Administrator to Issue a Certificate for Payment	GC 5.4.1.2	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
C.9	Deadline to acknowledge a Contemplated Change Order	GC 7.2.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
C.10	Deadline to respond to a Change Directive	GC 7.3.5	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
C.11	Suspension Period for Stop Work Orders	GC 11.2.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
D. Insurance, Contract Security, Bonds and Contractual Holdback			
D.1	Insurance Coverages	GC 8.1.1.1, GC 8.1.1.2, GC 8.1.1.3 & GC 8.1.3	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
D.2	Additional Contract Security	GC 8.2.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
D.3	Amount of the Contractual Holdback	GC 8.4.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
D.4	Percentage by which Contractual Holdback is Reduced after Total Performance of the Work	GC 8.4.3	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
D.5	Surety Bonds	GC 8.3.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
E. Miscellaneous			
E.1.	Alternate order of priority of the Agreement Documents	GC 1.1.7.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
E.2.	Allowable Portion of the Work for Subcontracting	GC 3.8.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
E.3.	Accuracy of Utilities and Structures	GC 4.1.4.1	RESPONSIBILITY OF THE GENERAL CONTRACTOR
E.4.	Fair Wage Schedule	Sch. F, if applicable	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
E.5.	Workforce Development Plan	Sch. F, if included	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT

19.0 Environmentally Responsible Procurement

17. The City of Toronto Environmentally Responsible Procurement Policy encourages Bidders to also offer products/services which are environmentally preferred. Environmentally

preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s).

18. Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.
19. An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:
 1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
 2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
 3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
 4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
 5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
 6. Have a long service-life and/or can be economically and effectively repaired or upgraded.
20. Bidders shall if requested, provide written verification of any environmental claims made in their bid/quotation satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognize environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.
21. **For a copy of the City of Toronto Environmentally Responsible Procurement Policy, contact the Finance Department, Purchasing and Materials Management Division at 416-392-7303 or 416-392-1302.**
22. Purchase of products manufactured in factories where children are used as slave labour or other exploitative circumstances which impede child development.
23. Purpose: To advise suppliers that the City of Toronto does not wish to encourage the use of products manufactured in factories where children are used as slave labour or other exploitative circumstances which impedes child development.
24. Policy: Bidders must state where the products offered have been made. City Council does not wish to see products used that have been made in factories in countries where children are used as slave labour or other exploitative circumstances, which impedes child development. Therefore, preference will be given to Bidders that obtain products from any

country other than the aforementioned, but this criteria will not be used to disqualify any Bidder.

25. Bidders to state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development:

26. Conflict of Interest Policy

This is to advise you that City Council passed a new Conflict of Interest Policy in August 2000 that applies to all City of Toronto employees. This policy replaces the policies that dealt with conflicts of interest or codes of conduct in the former municipalities.

It is imperative that all suppliers be aware of the terms of the policy and understand the various situations, which are clearly a conflict of interest, to ensure that a supplier does not place any City employee in a potential conflict situation, when carrying out their respective business activities with the City of Toronto.

A copy of the policy is available on the City of Toronto's website at [200016-020.adc.doc \(toronto.ca\)](http://200016-020.adc.doc.toronto.ca).

27. Restrictions on the hiring and use of former City of Toronto Management Employees for City Contracts

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and

(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: _____

This policy will be considered in the evaluation of all submissions received by the City of Toronto. For further information, contact Manager, Corporate Purchasing Policy & Quality Assurance, 18th Floor, West Tower, City Hall, (416) 392-0387.

20.0 Occupational Health and Safety

The Contractor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations there under, as amended from time to time (collectively the "OHSA").

Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Contractor for the Work, either instead of or jointly with the Contractor].

The Contractor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work

The Contractor acknowledges and represents that:

- i. The workers employed to carry out the Work have been provided with training in the hazards of the Work to be performed and possess the knowledge and skills to allow them to work safely;
- ii. The Contractor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
- iii. The Contractor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
- iv. The Contractor has in place an occupational health and safety policy in accordance with the OHSA; and
- v. The Contractor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

The Contractor shall provide, at the request of the General Manager or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):

- vi. documentation regarding the training programs provided or to be provided during the Work (i.e. types of training, frequency of training and re-training); and
- vii. the occupational health and safety policy.

The Contractor shall immediately advise the General Manager or his designate in the event of any of the following:

- viii. A critical injury that arises out of Work that is the subject of this agreement;

- ix. An order(s) is issued to the Contractor by the Ministry of Labour arising out of the Work that is the subject of this agreement;
- x. A charge is laid or a conviction is entered arising out of the Work that is the subject of this agreement, including but not limited to a charge or conviction under the OHS Act, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

The Contractor shall be responsible for any delay in the progress of the Work as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Contractor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Work or entitling the Contractor to additional compensation, and the Contractor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City.

The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Contractor do work or perform a task that is the subject of this agreement.

28. Workplace Safety and Insurance Act

The Contractor shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the General Manager or his designate, the Contractor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Contractor is considered by WSIB to be an independent operator without coverage, the Contractor shall provide a letter to that effect from the WSIB.

Refer to Master Roster Construction Agreement.

APPENDICES

1. Appendix A – RFQ Terms and Conditions
2. Appendix B – Work Assignment Reference Documents
3. Appendix C – Tree Protection Policy
4. Appendix D – Contractor Performance Form
5. Appendix E – Contractor Inventory Form
6. Appendix F – Project Folder Organization System

APPENDIX A – RFQ Process Terms and Conditions

1. Supplier's Responsibility

- (1) It shall be the responsibility of each Supplier:
 - a) to examine all the components of this Request for Quotations (RFQ), including all appendices, forms and Addenda;
 - b) to acquire a clear and comprehensive knowledge of the required Deliverables before submitting a Quotation;
 - c) to become familiar and (if it becomes a successful Supplier) comply with all of the terms and conditions contained in this RFQ and the City's Policies and Legislation set out on the City of Toronto website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>
- (2) The failure of any Supplier to receive or examine any document, form, addendum, or policy shall not relieve the Supplier of any obligation with respect to its Quotation or any purchase order issued based on the Supplier's Quotation.
- (3) Suppliers that intend to respond to the RFQ must check their email inbox from time to time for the addition, deletion or amendment of any documents related to the RFQ, Addenda and the posting of responses to Questions. Suppliers at all times must keep themselves informed of and take into account the most current version of the RFQ and other City Materials that is issued by the Roster Captain.
- (4) It is recommended that Suppliers monitor their spam/ clutter/ junk filters to ensure they do not miss messages sent by the Roster Captain that relate to this RFQ.
- (5) The City will not assume any risk, responsibility or liability whatsoever to any Supplier for failing to submit a Bid through the means identified in the RFQ call document. Each Supplier is solely responsible for confirming, accessing and reviewing the RFQ in sufficient time prior to the Submission Deadline to enable the Supplier to submit a Bid.

2. City Contact and Questions

- (1) All contact and questions concerning this RFQ should be directed in writing to the City employee(s) designated as "Roster Captain" in the RFQ.

Prohibited Communications

- (2) Suppliers (including potential Suppliers) shall not, and shall cause their representatives not to discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Bid or this RFQ to:
 - a. any employee, official, agent, elected or appointed official or other representative of the City other than the Procurement Contact; or
 - b. anyone not specifically involved in their Bid (including, without limitation, any other Supplier),

except as may be authorized in writing by the Roster Captain.

- (3) Other than the Roster Captain, no City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this RFQ. Any Supplier who uses or relies on any representation, information, clarification, correspondence or other communication from any other City representative does so entirely at the Supplier's own risk and the City shall not be bound by such representation, information, clarification, correspondence or other communication.
- (4) Notwithstanding anything to the contrary set out in this RFQ, each Supplier shall comply with the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140. The links to the City's Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement are as follows:
 - a. http://www.toronto.ca/legdocs/municode/1184_140.pdf
 - b. <https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/interpretation-and-advisory-bulletins/>
- (5) Communications in relation to this RFQ outside of those permitted by the applicable procurement policies and this RFQ contravene the Lobbying By-law, an offence for which a Person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the Supplier Code of Conduct provides that any Supplier found in breach of the provisions therein respecting prohibited communications may be subject to disqualification from this RFQ or suspended from future procurements in the sole and absolute discretion of the City.
- (6) Without limiting any other provision of this Section 2 – City Contact and Questions, any attempt by a Supplier to bypass the RFQ process may be grounds for rejection of its Bid.

3. Addenda

- (1) If the City, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Suppliers by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Suppliers are responsible for obtaining all addenda issued by the City.
- (2) All Suppliers must acknowledge receipt of all Addenda in the space provided on the RFQ Cover Page.
- (3) The Roster Captain will make reasonable efforts to issue the final Addendum (if any) no later than one (1) day prior to the Deadline. The City reserves the right to revise this RFQ up to the Closing Deadline.
- (4) If any addendum is issued after the Deadline for issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable amount of time.
- (5) Other than documents issued as part of the RFQ (including Addenda), the City shall not be responsible for any explanations, instructions or interpretations even if provided by its actual or purported employees, designees or agents at an Information Meeting. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFQ unless in the form of an Addendum.

4. Exceptions to Mandatory Terms and Conditions

- (1) If a Supplier wishes to suggest a change to any mandatory term or condition set forth in any part of this RFQ it should notify the Roster Captain in writing not later than three (3) Business Days before the Closing Deadline. The Supplier must clearly identify any such term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Quotation that takes exception to or does not comply with the mandatory terms and conditions of this RFQ will be rejected.

5. Omissions, Discrepancies and Interpretations

- (1) A Supplier who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFQ should notify the Roster Captain noted in this RFQ in writing. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ.

6. Quantity

- (1) Quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award of the Request for Informal Quotation (RFQ) will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased.

7. Suppliers Shall Bear Their Own Costs

- (1) Each Supplier shall bear all costs, expenses and financial obligations associated with or incurred by the Supplier to: (i) prepare and present its Bid or to otherwise participate in the RFQ process including, if applicable, costs incurred for samples, interviews or demonstrations; or (ii) to establish a legally binding contract with the City.

8. Limitation of Liability

- (1) Notwithstanding anything in the RFQ and any express or implied duties or obligations of the City to the contrary, the City and each of its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any Person, including any Supplier and prospective Supplier for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:

- this RFQ;
- participation of any such Person in this RFQ process;

- the City's acts or omissions in connection with the conduct of this RFQ process, including the acceptance, non-acceptance or delay in acceptance by the City of any Bid. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the City of a duty of fairness, if any.
- (2) By submitting a Bid to the City, each Supplier irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the City, its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel.
 - (3) Each Supplier agrees that, despite this Section 7 (Limitation of Liability) or any limitations of liability or releases in favour of City, if the City is found to be liable, in any way whatsoever, for any act or omission in respect of the RFQ, the total liability of the City to any Supplier or any other Person participating in the RFQ process, and the aggregate amount of damages recoverable against City for any matter relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Supplier's cost of preparing its Bid.
 - (4) Notwithstanding the City's limitation of liability, the Supplier may seek a debriefing or may pursue a Bid Dispute of the RFQ process in accordance with the City's Policies and Legislation.

9. Withdrawal of Bids

- (1) No unilateral adjustments by Suppliers to submitted Quotations will be permitted.
- (2) A Supplier may withdraw its Quotation prior to the Closing Deadline any time by notifying the Roster Captain designated in this RFQ in writing.
- (3) For clarity, a Bid may only be withdrawn by delivering such notice to the Roster Captain prior to the Submission Deadline and cannot be withdrawn by any other means. If a Supplier fails to properly withdraw a Bid, the Bid shall be considered to be the Supplier's submitted Bid, shall be irrevocable and binding in accordance with the provisions of the RFQ, and may be accepted by the City in its sole and absolute discretion, notwithstanding such failure.
- (4) Any Bids that are properly withdrawn will not be examined or evaluated for the purpose of the RFQ but shall be retained for the City's record retention purposes.

10. Amendment of Bids

- (1) Prior to the Submission Deadline, a Supplier may amend its Bid at any time after submission of the Bid by notifying and submitting the revised bid to the Roster Captain. Bids will not be viewed by the City until after the Submission Deadline and a Supplier may amend its Bid one or more times if it so wishes prior to the Submission Deadline.
- (2) If a Supplier amends its Bid, the Supplier must resubmit the Bid using the submission method identified in the RFQ in accordance with this Section 10 (Amendment of Bids). After resubmitting a Bid, the Supplier should check with the Roster Captain to obtain acknowledgment of such resubmission. If a Supplier fails or is unable to resubmit an

amended Bid prior to the Submission Deadline, the most recently submitted version of the Bid as recorded by the Roster Captain shall be considered to be the Supplier's submitted Bid, shall be irrevocable and binding in accordance with the provisions of the RFQ, and may be accepted by the City in its sole and absolute discretion unless such Bid has been properly withdrawn in accordance with Section 9 (Withdrawal of Bids).

- (3) If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response accordingly and this shall then form part of the Quotation.

11. Binding Bid

- (1) After the Closing Deadline each submitted Quotation shall be irrevocable and binding on Suppliers for a period of 90 days.

12. Supplier Code of Conduct

- (1) Each Supplier shall comply with the Supplier Code of Conduct as set out in the City's Policies and Legislation.
- (2) "*Supplier Code of Conduct*" means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code, as amended, supplemented, re-enacted or replaced from time to time, which is set out on the City of Toronto website at: https://www.toronto.ca/legdocs/municode/1184_195.pdf.

13. Governing Law and Enforceability

- (1) The terms and conditions of the RFQ process are to be governed by and construed in accordance with the City's Policies and Legislation, the laws of the province of Ontario and the federal laws of Canada applicable therein.
- (2) If any provision of the RFQ or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the RFQ; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

14. No Incorporation by Reference

- (1) The entire content of the Supplier's Bid should be submitted in a fixed form and the content of websites or other external documents referred to in the Bid will not be considered to form part of its Bid.

15. Failure or Default of Supplier

- (1) Without prejudice to any other right or remedy available to the City under this RFQ or at law, if the Supplier, for any reason, fails or defaults in respect of an obligation of the Supplier under the terms of the RFQ and/or RFSQ, the City may:
 - a. disqualify the Supplier from the RFQ and RFSQ and/or from competing for any future procurement processes issued by the City; and

- (2)

- a. require the Supplier to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any other cost which the City may incur by reason of the Supplier's failure or default.

- (3) The Supplier shall be ineligible to submit a new bid for any procurement process that the City is required to reissue as a result of the Supplier's failure or default under the Contract or where the City deems that the Supplier has abandoned the Contract.

16. Rights of the City

In addition to, but without limiting any other rights or options of the City under this RFQ, the City may, in its sole and absolute discretion carry out the RFQ process as it determines to be in the best interests of the City and to be the most beneficial to City. The City may, in its sole and absolute discretion, exercise any or all of the following rights and options with respect to this RFQ, at any time:

- (1) The City may waive minor irregularities in any Bid.
- (2) The City shall not be obliged to accept or reject any Bid (in whole or in part), including if:
 - the Bid contents appear to be incorrect, inaccurate or inappropriate;
 - the Supplier has engaged in conduct prohibited by the RFQ;
 - the Supplier or any member of a Supplier's Joint Venture is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors generally or has a receiver appointed over all or a substantial part of its assets; or
 - Quotations which are incomplete, not completed in ink, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.
- (3) The City may suspend, modify and/or cancel this RFQ (with or without the substitution of another RFQ) or the proposed Contract.
- (4) The lowest quoted price may not necessarily be accepted by the City.
- (5) The City may verify the validity of a Bid including the Supplier's statements, claims, qualifications or capabilities, by whatever means the City deems appropriate including obtaining references other than those offered by the Supplier, and conduct investigations as to the qualifications of each Supplier.
- (6) The City may, at any time during the RFQ process, require (within such time period as set by the City) one, some or all of the Suppliers to:
 - a. submit supplementary information or documentation clarifying any matters contained in their Bid;
 - b. meet with the City to clarify aspects of their Bid;
 - c. acknowledge and agree to the City's interpretation of any aspect of a Bid,

provided, however, that the City is not obliged to seek clarification of any aspect of a Bid and may request clarification from some but not all Suppliers. Such clarification may be

in respect of clarification with respect to whether a Bid meets the mandatory requirements of the RFQ or whether the Supplier meets the necessary experience and performance qualifications set out in the RFQ, if any. Any supplementary information and documents submitted by a Supplier which have been accepted by the City and the interpretations prepared by the City which have been acknowledged and agreed to by a Supplier shall be considered to form part of the Bid.

- (7) The City reserves the right to assess the ability of the Supplier to perform the Contract and may reject any Bid where, in the City's sole determination, the personnel and/or resources of the Supplier are insufficient.
- (8) Bids that are improperly prepared, not in compliance with all of the requirements or instructions of the RFQ, incomplete, improperly signed, conditional, qualified, illegible, obscure or contain reservations, additions not called for, arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, be considered informal or irregular and may be rejected or be retained by the City for consideration and acceptance, subject to the City's Policies and Legislation (Major and Minor Irregularities).
- (9) The City may choose to meet with some or all of the Suppliers in connection with their Bids or the matters provided for in the RFQ. The City may visit the existing place or places of business of some or all Suppliers for purposes of clarification or verification.
- (10) If, in the opinion of the City, any Bidder has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Quotation content and submitted price/fees, or all or any or any combination of them, then the City may reject its Quotation as unbalanced (i.e., not representative of the scope of the services).
- (11) The City may award one or more contracts for portions or all of the Deliverables to as many Suppliers as it deems appropriate, including awarding a contract for Deliverables less than the scope or quantity contemplated in the Successful Supplier's Bid or the RFQ.
- (12) If the RFQ is cancelled, the City may reissue a solicitation to one, some or all of the Suppliers and/or any other person.
- (13) After the Submission Deadline, the City may increase or decrease the quantity of any unit of Deliverables in accordance with the Contract.
- (14) The City may exercise any other right or option provided for in, or in connection with, this RFQ, including the rights and options set out in the City's Policies and Legislation.
- (15) The City may do nothing in relation to the Bids or this RFQ.

17. Materially Unbalanced or Abnormally Low Bids

- (1) A Bid is materially unbalanced if:
 - it is based on prices which are significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items; and
 - the City has determined that the Bid may not result in the lowest overall cost to the City even though it may be the lowest submitted Bid; or
 - it is so unbalanced as to be tantamount to allowing an advance payment.

- (2) A Bid is abnormally low if the pricing, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the pricing raises material concerns with the City as to the capability of the Supplier to perform the Contract on the basis of the offered pricing.
- (3) If a materially unbalanced Bid or an abnormally low Bid is identified, the City may seek clarification from the Supplier, including a detailed price analysis of its pricing in relation to the subject matter of the Contract, the scope, the estimated quantities, the schedule for Contract performance, the allocation of risks and responsibilities and any other requirements of RFQ.
- (4) If after evaluation of the price analysis, the City determines that the Supplier has failed to demonstrate its capability to perform the Contract on the basis of the offered pricing, or that the offered pricing in constitutes a material risk to the City, the City may reject the Bid.

18. Currency

- (1) Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

19. Tied Bids

- (1) In the event that the City receives two (2) or more Bids identical in price, the City reserves the right to select one of the tied Bids as set out in the Tied Bid procedure under the Purchasing Procurement Processes Policy. The Tied Bid procedure allows for first to consider whether any of the Suppliers are a Diverse Supplier as defined in the Social Procurement Policy to break the tie. If no Supplier is a Diverse Supplier then the tie will be broken by way of coin toss or lottery

20. Mathematical Errors

- (1) In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total price quoted.

21. City Materials

- (1) The RFQ and all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to any Supplier or prospective Supplier by, or on behalf of, the City in connection with, or arising out of this RFQ (collectively, the “City Materials”) and all intellectual property rights therein:
 - are and shall remain the sole and absolute property of the City;
 - must be treated by Suppliers and prospective Suppliers as confidential and Suppliers must maintain such confidentiality;
 - must not be disclosed without prior written authorization from the City; must not be used for any purpose other than for replying to this RFQ, and for fulfillment of the Contract or any related subsequent agreement; and
 - immediately upon the request of the City, must be returned by the Supplier to the City and all electronic copies must be destroyed.

- (2) Unless and to the extent provided otherwise in the Contract, the City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials or that the City Online Procurement System will be made available uninterrupted or be error free or accurate, and disclaim all express and implied representations, warranties and conditions in connection with the City Materials and the City Online Procurement System. Any quantities shown or data contained in the City Materials are estimates only and are for the sole purpose of indicating to Suppliers the general scale and scope of the Contract. Use of or reliance by Suppliers on the City Materials and the City Online Procurement System shall be at the Supplier's sole risk and without recourse against the City.
- (3) It is the Suppliers' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:
- verify and confirm the accuracy and completeness of the City Materials, unless and to the extent provided otherwise in the Contract;
 - ensure proper, accurate and effective use of the City Online Procurement System;
 - satisfy themselves as to all existing conditions affecting the Deliverables or the Contract; and
 - prepare their Bids in response to this RFQ.

22. Ownership of Bid Materials

- (1) The documentation comprising any Bid, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the City by, or on behalf of, any Supplier in connection with, or arising out of this RFQ (collectively, the "Bid Materials") and all intellectual property rights therein, once received by the City:
- shall become the sole and absolute property of the City; and
 - shall become subject to MFIPPA, and the City may be required to disclose the Bid Materials members of the public, pursuant to MFIPPA.
- (2) Each Supplier:
- .1 represents and warrants that the information contained in its Bid Materials does not infringe any intellectual property right of any third party;
 - .2 hereby assigns and transfer to the City, and shall cause all its personnel and other third parties to assign and transfer to the City, all right, title and interest in the Bid Materials, including intellectual property rights therein;
 - .3 shall cause all its personnel and other third parties to waive, for the benefit of the City, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Bid Materials; and
 - .4 shall indemnify, defend and hold harmless the City and its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and

proceedings brought against, or losses, costs, expenses, damages suffered, sustained, or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right of a third party in connection with the Bid Materials.

- (3) Suppliers are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of the City's compliance with MFIPPA, Suppliers are advised to identify in their Bid Materials material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (4) Each Supplier's name and total bid price may be made public. Bid Materials will, as necessary, be made available:
 - on a confidential basis, to advisers retained by the City to advise or assist with the RFQ process;
 - to members of Council in accordance with the City's procedures; and
 - to members of the public pursuant to MFIPPA.
- (5) The City will not return the Bid or any other Bid Materials.

23. Publicity

- (1) Suppliers and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information or connection with this RFQ, RFSQ or any Agreement without prior written permission of the City.

24. Notification to Other Suppliers

- (1) Once the Successful Supplier is notified of their selection, the other Suppliers will be notified by the City in writing of the outcome of the RFQ process.

25. Debriefing

- (1) Suppliers may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to the City Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Supplier in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFQ process.

26. No Contract until Execution of Written Agreement

- (1) No legal relationship or obligation regarding the procurement of any good or service shall be created between the Supplier and the City by the RFQ process until the selection of the Supplier to provide the Deliverables pursuant to an Agreement.

27. Trade Agreements

- (1) Suppliers should be aware that procurements falling within the scope of the Canadian Free Trade Agreement or other trade agreements applicable to the City are subject to such

agreements, but the rights and obligations of the parties will be governed by the specific terms of this RFQ.

28. No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee of the value or volumes of work or orders to be assigned to the Successful Supplier. The Contract with the Successful Supplier will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar Deliverables or may obtain such Deliverables or services internally.

29. Bid Dispute Procedure

- (1) Any dispute, complaint, or protest in respect of this RFQ by a Supplier, including prior to and subsequent to the acceptance a Bid by the City shall be addressed in accordance with the Pre-Award Bid Dispute and Post-Award Bid Dispute process under Article 10 of Chapter 195, Purchasing, of the Toronto Municipal Code and the related policy in the City's Policies and Legislation, which are set out on the City of Toronto website at:
<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>.

30. Governing Law and Interpretation

- (1) The Terms and Conditions of the RFQ are to be governed by and construed in accordance with the laws of the province of Ontario, including the City's Policies and Legislation.

31. Form of Contract

- (1) The following documents shall form part of each Contract:
 1. The Work Assignment Request for Quotation
 - the Process Terms and Conditions
 - the Instruction to Bidders;
 - the Terms of Conditions covered under RFSQ Call No. DOC34509693485;
 - the Executed Master Roster Construction Agreement;
 - Appendix B – Work Assignment Reference Documents (Specification and Drawings)
 - the Statutory Declaration regarding OHSA;
 - the List of Designated Substances if any;
 - Addenda, if any
 2. The Quotation Pricing Form
 3. The Purchase Order
 4. The Performance Bond (Surety Bond)
 5. The Labour and Material Payment Bond (Surety Bond)
- (2) In the event of a conflict between any of the Contract Documents, the following priorities shall apply:
 1. RFSQ and Executed Roster Agreement (Including Addenda)
 2. Addenda to Work Assignment RFQ, if any
 3. Work Assignment RFQ

4. The Definitions
5. Specific Terms and Conditions of Work Assignment RFQ
6. General Conditions of Work Assignment RFQ
7. Division 1 of the Specifications
8. Technical Specifications
9. Material and finishing schedules

(3) In the event of a conflict the following priorities shall apply:

- the non-Drawings parts of the Specifications shall govern over the Drawings;
- the parts of the Drawings consisting of text shall govern over the graphical parts thereof;
- figured dimensions shown on the Drawings shall govern over scaled dimensions thereon;
- Drawings of larger scale shall govern over those of smaller scale of the same date.
- Later dated documents shall govern over earlier documents of the same type.



APPENDIX B – Work Assignment Reference Documents

Project Site Plan (Tam Heather Curling and Tennis Club Bubble SOGR_25-PFR-CAP-GC-001_SITE PLAN)
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Project Specifications Package (Tam Heather Curling and Tennis Club Bubble SOGR_25-PFR-CAP-GC-001_SPECIFICATIONS)
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Tree Protection Policy and Specifications for Construction Near Trees

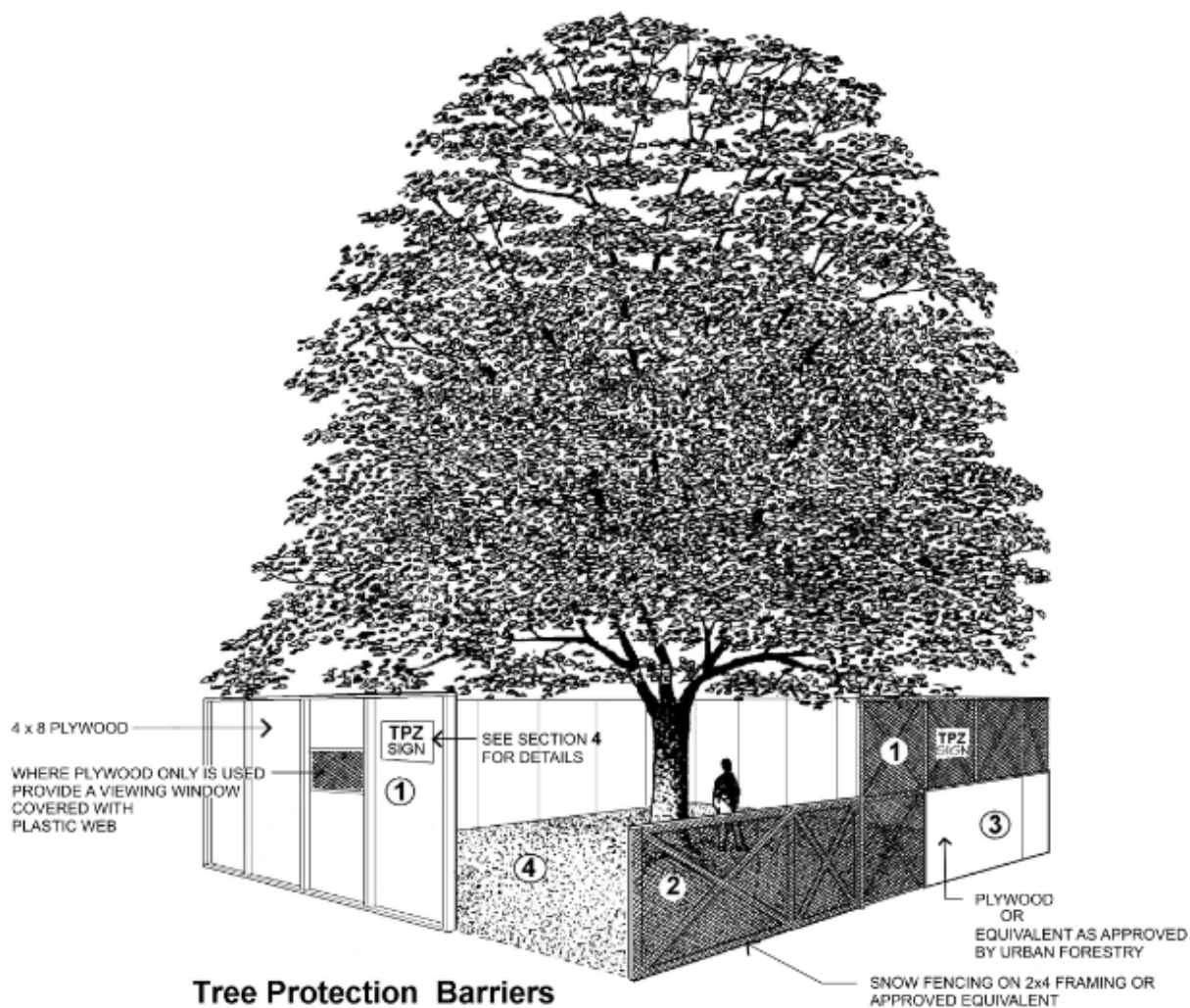


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1. Introduction

Maintenance, growth and enhancement of the urban forest are important goals of the City of Toronto. Preserving and protecting healthy trees can help the City to achieve these goals. Considering tree protection in the initial stages of construction planning may mean the difference between preserving a healthy tree and having to remove it. Plans created with tree protection in mind help protect the city's urban forest.

The tree protection policy and specifications outlined below reflect the policy of Toronto City Council. Anyone failing to adhere to the tree protection policy and specifications will be financially responsible for any resulting damage to trees and may be charged under the provisions of the applicable City of Toronto tree by-law or subject to orders to comply.

Prior to commencing with any demolition or construction activity it is important that an arborist¹ determines the location, species, size and condition of trees on the property and surrounding properties and becomes familiar with the tree protection by-laws that could impact the proposal.

The following by-laws protect trees in the City of Toronto:

- [Street Tree By-law](#), City of Toronto Municipal Code Chapter 813, Article II, protects all trees situated on City streets.
- [Private Tree By-law](#), Article III, Chapter 813 of the City of Toronto Municipal Code protects trees on private property with diameter of 30cm or more and trees of any diameter that were planted as a condition of a permit issued under this bylaw or a site plan agreement.
- The [Ravine & Natural Feature Protection By-law](#), Chapter 658 of the City of Toronto Municipal Code prohibits and regulates the injury and destruction of trees, as well as filling, grading and dumping within designated areas of the City. There is no minimum diameter for a tree to qualify for protection under the Ravine and Natural Feature Protection By-law. Trees of any size located in the designated areas qualify for protection.
- The [Parks By-law](#), Municipal Code Chapter 608, Article VII protects all trees located in a City park.

All above noted by-laws are implemented by Urban Forestry under the authority of the General Manager, Parks, Forestry and Recreation. City of Toronto's tree protection by-laws can be found at www.toronto.ca/trees.

Types of Tree Damage

Physical injury to the trunk, crown and roots of a tree will occur if construction equipment is permitted close to trees or if structures are built into the growing space of a tree. Inappropriate pruning may also result in tree injury. Physical injuries are permanent and can be fatal.

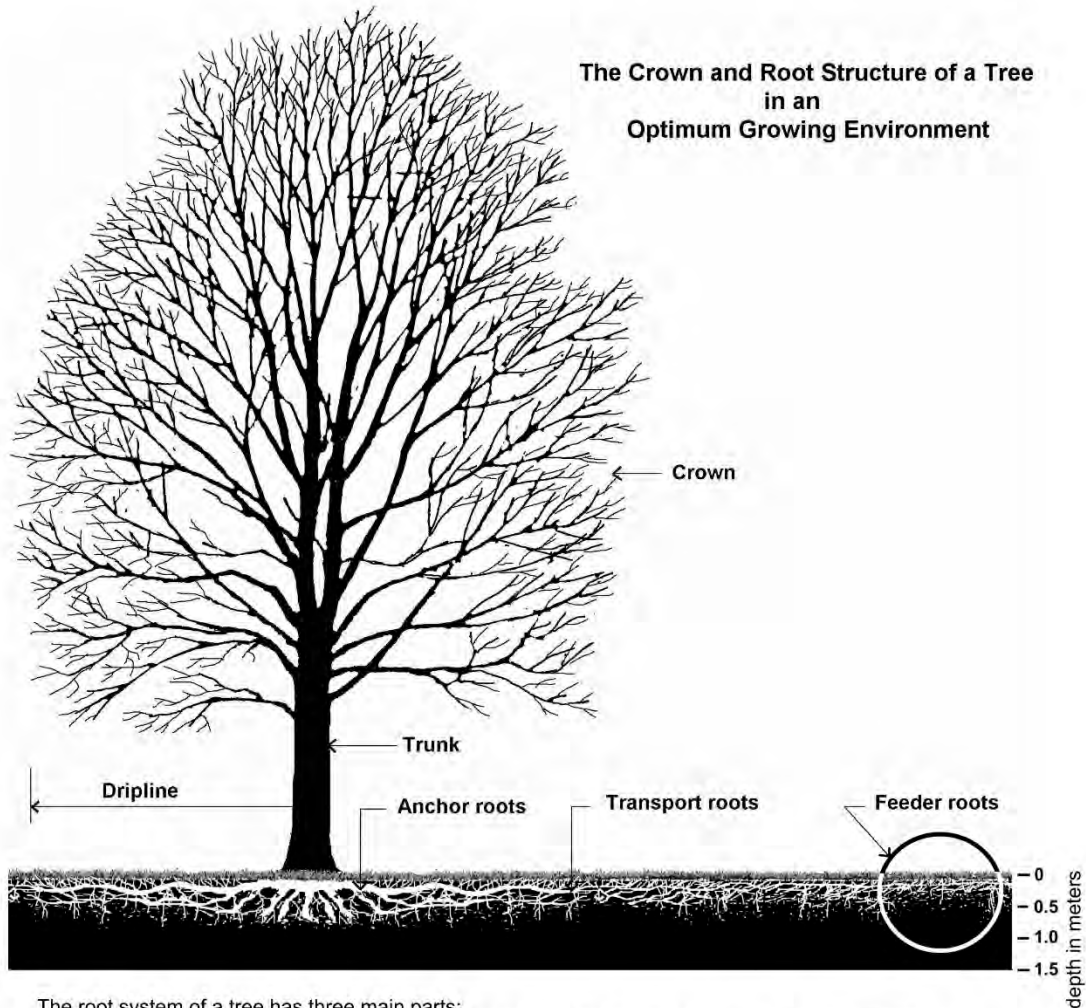
¹ Arborist – An expert in the care and maintenance of trees including an arborist qualified by the Ontario Training and Adjustment Board Apprenticeship and Client Services Branch, a certified arborist qualified by the International Society of Arboriculture, a consulting arborist registered with the American Society of Consulting Arborists, a registered professional forester or a person with other similar qualifications as approved by the General Manager, Parks, Forestry and Recreation.

Root cutting is another type of physical injury that can significantly impact the health of a tree. The majority of tree roots are found in the upper 30 to 60 cm of soil. Excavation for foundations or utility installation may cut roots if the excavation is too close to trees. Trees can become destabilized and may fall over if anchor roots are severed.

Compaction of the soil in the tree root zone is one of the leading causes of tree decline in Toronto's urban forest. Soil compaction occurs primarily from vehicles and equipment moving across the root zones. Piling or storing materials or debris on top of the root system can also result in soil compaction. Soil compaction causes the pore spaces in the soil, which contains air and water necessary for root growth, to be reduced. Without space available for oxygen and water, tree roots will suffocate and tree decline will follow. With rutting, a form of intense compaction, roots are severed by the tires of equipment. Root destruction can also be caused by changes to the existing grade. Adding soil on top of tree roots can smother them by reducing the amount of oxygen and water they can receive. Only a few centimetres of added soil can have a detrimental impact on tree health.

The structural elements of a tree in an optimal growing environment are shown on Figure 1. This figure illustrates the terms used in this policy.

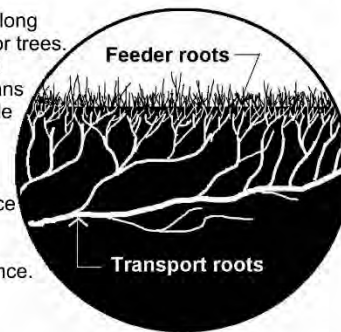
The Crown and Root Structure of a Tree
in an
Optimum Growing Environment



The root system of a tree has three main parts:
Forming the base of the tree are large **anchor roots** from which extend long **transport roots** which together provide the main structural framework for trees. From the transport roots extend a complex network of **feeder roots** that grow outward and upward. These non-woody roots branch out to form fans of thousands of slender roots with fine root hairs. These tiny roots provide the surface where the absorption of air, water and nutrients takes place that sustains the life of the tree.

The root system of a tree grows mainly within the top 60 cm of the surface of good quality, well drained and uncompacted soil.

The root system can extend to more than 2 to 3 times the **dripline** distance.



Urban Forestry

Parks, Forestry and Recreation

November 2015 **Detail TP - 3**

Figure 1: Urban Forestry Detail TP-3

2. Protecting Trees

There are a number of steps that can be taken to protect trees prior to, during and after any construction project. Hiring an arborist should be the first step. An arborist can advise on current tree maintenance requirements and determine the impact the proposal will have on trees and the surrounding natural environment.

An inventory of trees on subject and adjacent properties that may be impacted by the proposed work should be prepared in accordance with the City tree by-laws so that the project can be designed with tree protection in mind. A tree protection plan prepared by an arborist will identify the location, species, size and condition of all trees within the area of consideration, identify the extent of injury where applicable and outline proposed tree protection measures for the trees identified for protection.

The **area of consideration** for trees protected under the Private Tree By-law (Municipal Code, Chapter 813, Article III) includes the entire area of site disturbance, including construction related traffic and material storage, and extends 6m beyond the limit of site disturbance. For trees protected under Ravine and Natural Feature Protection By-law (Municipal Code, Chapter 658), the area of consideration includes the area of site disturbance and 12m area beyond.

The following chart provides the required distances for determining a **minimum tree protection zone (TPZ)** for trees located on a City street, in parks and on private property subject to Private Tree By-law and for trees located in areas regulated under the Ravine and Natural Feature Protection By-law. The minimum tree protection zones are based on the diameter of the tree. While these guidelines provide minimum protection distances for the anchor and transport roots of a tree, there can still be significant loss of the feeder roots beyond the established tree protection zone. Feeder roots are responsible for water and nutrient absorption and gas exchange. **For this reason, Urban Forestry may require a TPZ larger than the minimum, depending on the tree and the surrounding environment.**

Trunk Diameter (DBH) ¹	Minimum Protection Distances Required ² City-owned and Private Trees	Minimum Protection Distances Required Trees in Areas Protected by the Ravine and Natural Feature Protection By-law
		Whichever of the two is greater:
<10cm	1.2 m	The drip line ⁴ or 1.2 m
10- 29 cm	1.8 m	The drip line or 3.6 m
30 ³ – 40 cm	2.4 m	The drip line or 4.8 m
41 – 50 cm	3.0 m	The drip line or 6.0 m
51 – 60 cm	3.6 m	The drip line or 7.2 m
61 – 70cm	4.2 m	The drip line or 8.4 m
71 – 80cm	4.8 m	The drip line or 9.6 m
81 – 90 cm	5.4 m	The drip line or 10.8 m
91 – 100 cm	6.0 m	The drip line or 12.0 m
>100 cm	6 cm protection for each 1 cm diameter	12cm protection for each 1 cm diameter or the drip line ⁵

Table 1: Minimum Tree Protection Zone (TPZ) Determination

¹Diameter at breast height (DBH) measurement of tree stem taken at 1.4 metres (m) above the ground.

²Minimum Tree Protection Zone distances are to be measured from the outside edge of the tree base.

³Diameter (**30 cm**) at which trees qualify for protection under the Private Tree By-law.

⁴The drip line is defined as the area beneath the outer most branch tips of a tree.

⁵Converted from ISA Arborists' Certification Study Guide, general guideline for tree protection barriers of 1 foot of diameter from the stem for each inch of stem diameter.

The diagram below shows how the TPZ is determined:

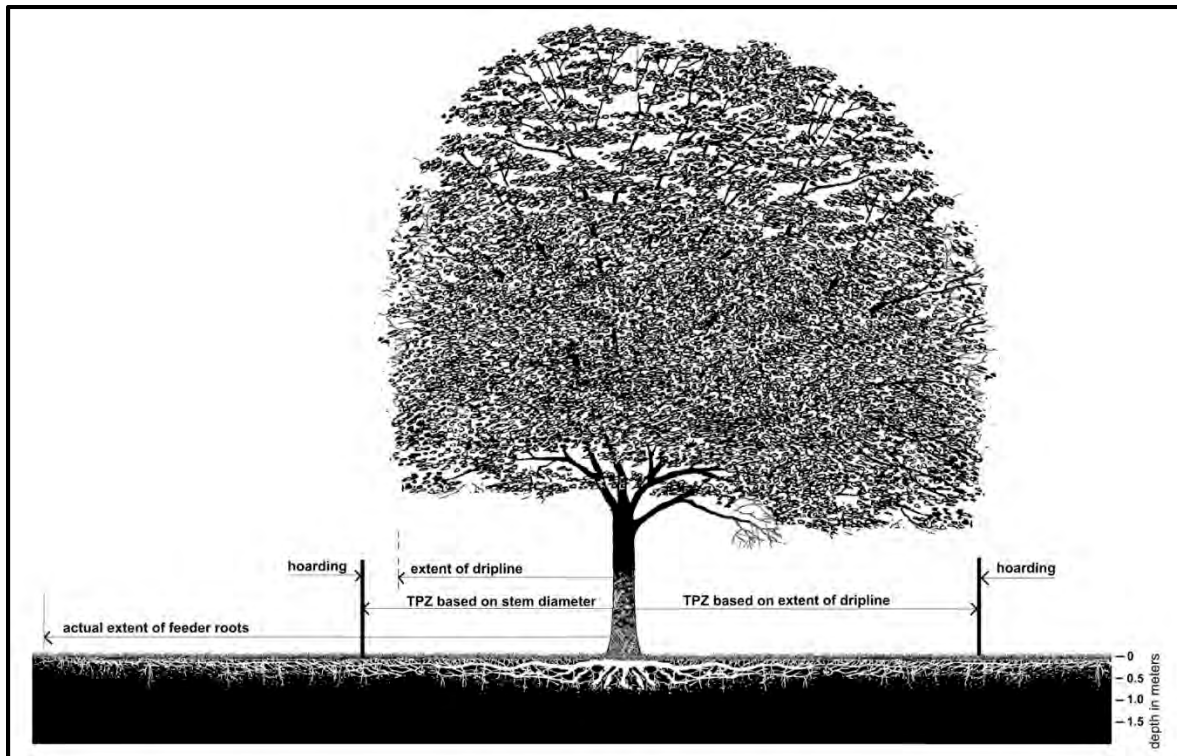


Figure 2: Minimum Tree Protection Zone (TPZ) Determination

In some cases, disturbances in the TPZ may be unavoidable, in which case, the TPZ must be adjusted in consultation with the arborist and Urban Forestry. In these situations, it may be necessary to implement other tree protection measures such as horizontal root protection as noted in section 3 of this document.

In addition to establishing and creating tree protection zones, it may be necessary to implement other protective measures, such as adding mulch to the root zone, aeration of the soil, pruning for deadwood or removing limbs that may be impacted by construction activity. This is also the time to determine the location where new trees can be planted to compliment the construction project and help with the renewal and growth of the urban forest.

Prior to commencing with any excavation, roots approved for pruning by Urban Forestry must first be exposed using pneumatic (air) excavation, by hand digging or by using a low pressure hydraulic (water) excavation. This **exploratory excavation** must be undertaken by an experienced operator under the supervision of a qualified and experienced arborist. The water pressure for hydraulic excavation must be low enough that root bark is not damaged or

removed. This will allow a proper pruning cut and minimize tearing of the roots. The arborist retained to carry out root pruning must contact Urban Forestry no less than three (3) working days prior to conducting any specified work.

Exploratory excavation may also be required for open face cuts outside the minimum tree protection zone (TPZ).

Communication between owners and their designated agents, arborists, contractors and sub-contractors throughout the construction process is critical to ensure that everyone involved is aware of the issues surrounding tree protection, and fully understands the tree protection methodology. Construction damage to trees is often irreversible.

Prohibited Activities Within a TPZ

Except where authorized by Urban Forestry, any activity which could result in injury or destruction of a protected tree or natural feature, or alteration of grade within a Ravine and Natural Feature Protection (RNFP) area, is prohibited within a TPZ, including, but not limited to, any of the following examples:

- demolition, construction, replacement or alteration of permanent or temporary buildings or structures, parking pads, driveways, sidewalks, walkways, paths, trails, dog runs, pools, retaining walls, patios, decks, terraces, sheds or raised gardens
- installation of large stones or boulders
- altering grade by adding or removing soil or fill, excavating, trenching, topsoil or fill scraping, compacting soil or fill, dumping or disturbance of any kind
- storage of construction materials, equipment, wood, branches, leaves, soil or fill, construction waste or debris of any sort
- application, discharge or disposal of any substance or chemical that may adversely affect the health of a tree e.g. concrete sludge, gas, oil, paint, pool water or backwash water from a swimming pool
- causing or allowing water or discharge, to flow over slopes or through natural areas
- access, parking or movement of vehicles, equipment or pedestrians
- cutting, breaking, tearing, crushing, exposing or stripping tree's roots, trunk and branches.
- nailing or stapling into a tree, including attachment of fences, electrical wires or signs
- stringing of cables or installing lights on trees
- soil remediation, removal of contaminated fill
- excavating for directional or micro-tunnelling and boring entering shafts

The above mentioned prohibitions are for area(s) designated as a TPZ. If possible, these prohibitions should also be implemented outside the TPZ in areas where tree roots are located. The roots of a tree can extend from the trunk to approximately 2-3 times the distance of the dripline.

3. Tree and Site Protection Measures

The following are examples of specific tree and site protection measures that may be required by Urban Forestry:

- Plywood tree protection hoarding (minimum 19mm or ¾"), or equivalent barriers, as approved by Urban Forestry, shall be installed in locations as detailed in an Urban Forestry approved Tree Protection Plan. Tree protection barriers must be made of 2.4m (8ft) high plywood hoarding or equivalent as approved by Urban Forestry. Height of hoarding may be less than 2.4m (8ft), to accommodate tree branches that may be lower, or as approved by Urban Forestry. Within a City road allowance where visibility is a consideration, 1.2m (4ft) high orange plastic web snow fencing on a 38 x 89mm (2"x 4") frame should be used. The detail on tree protection barrier construction is shown on Figure 4 in section 7 of this document
- In specific situations where the required full minimum tree protection zone (TPZ) cannot be provided, a **horizontal** (on grade) **root protection**, designed by a qualified professional such as arborist or landscape architect, may be considered, subject to approval by Urban Forestry. Urban Forestry's objective is zero soil compaction within the tree protection zone, therefore best efforts must be made to achieve this objective using materials and best practices available that minimize the vertical loading and spread the loading horizontally.
- Any area designated for stockpiling of excavated soil must be outside of TPZs and be enclosed with sediment control fencing. Sediment control fencing shall be installed in the locations as indicated in an Urban Forestry approved Tree Protection Plan. The sediment control fencing must be installed to Ontario Provincial Standards (OPSD-219.130 – see Section 7, Figure 5) and to the satisfaction of Urban Forestry. When feasible, the sediment control fencing can be attached to the tree protection barrier as shown in Figure 6. Sediment control fencing near trees shall be constructed as per detail shown on Figure 6 of this document

4. Tree Protection Signage

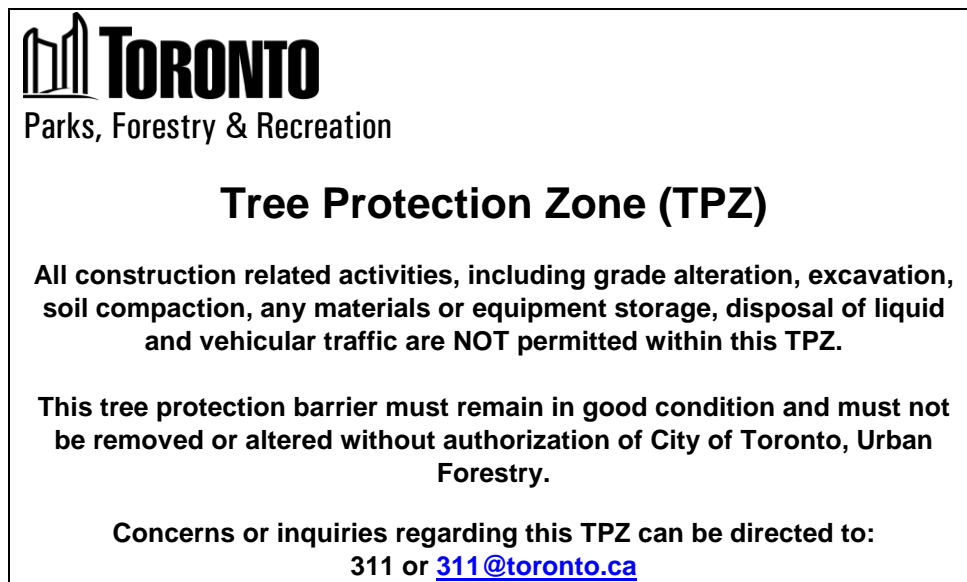


Figure 3: Tree Protection Sign

A sign that is similar to the illustration above may be required to be mounted on all sides of a tree protection barrier for trees protected by the Street Tree By-law and the Private Tree By-law. The sign should be a minimum of 40cm x 60cm and made of white corrugated plastic board or equivalent material. The sign may also be acquired from Urban Forestry Tree Protection and Plan Review (TPPR) district service counters.

5. Tree Protection Plan

All construction related applications must include a Tree Protection Plan that shows details of tree protection, prepared in conjunction with an arborist report or in consultation with an arborist, when protected trees are in proximity to the proposed work. All Tree Protection Plans must be legible, prepared at a usable metric scale and include the following information:

- Show all existing buildings, structures, hard surfaces and all existing trees within the area of consideration (as defined in Section 2 of this document). Depending on the extent of site disturbance, trees on neighbouring properties may need to be included. Note that area of disturbance must include all areas that will be disturbed by the proposed work, including the areas required for over-dig, stockpiling, construction traffic, vehicular access and construction staging
- The extent of the crown (drip line) or the extent of minimum tree protection zone TPZ (whichever is greater) of each existing tree
- Proposed changes on site, including all proposed structures, services, hard surfaces and grade changes
- Indicate vehicular access and construction staging areas. Areas proposed for temporary stockpiling of fill or excavated material shall be fenced with sediment control to prevent sediment runoff
- Indicate location of any excavation that requires root pruning
- Indicate trees proposed to be removed and/or injured
- Highlight and label tree protection barriers and the proposed tree protection zones. (See Table 1 to determine size of tree protection zone. Distances are to be measured from base of tree)
- The extent of proposed tree injury, where applicable.
- Include a comprehensive legend

See Section 6, Tree Protection Plan Notes, and Section 7, Tree Protection Plan Details, for further information.

6. Tree Protection Plan Notes

The following notes are to be included on tree protection plans submitted for construction related applications:

General Notes

- It is the applicants' responsibility to discuss potential impacts to trees located near or wholly on adjacent properties or on shared boundary lines with their neighbours. Should such trees be injured to the point of instability or death the applicant may be held

responsible through civil action. The applicant would also be required to replace such trees to the satisfaction of Urban Forestry

- Tree protection barriers shall be installed to standards as detailed in this document and to the satisfaction of Urban Forestry
- Tree protection barriers must be installed using plywood clad hoarding (minimum 19mm or ¾" thick) or an equivalent approved by Urban Forestry
- Where required, signs as specified in Section 4, Tree Protection Signage must be attached to all sides of the barrier
- Prior to the commencement of any site activity such as site alteration, demolition or construction, the tree protection measures specified on this plan must be installed to the satisfaction of Urban Forestry
- Once all tree/site protection measures have been installed, Urban Forestry staff must be contacted to arrange for an inspection of the site and approval of the tree/site protection requirements. Photographs that clearly show the installed tree/site protection shall be provided for Urban Forestry review
- Where changes to the location of the approved TPZ or sediment control or where temporary access to the TPZ is proposed, Urban Forestry must be contacted to obtain approval prior to alteration
- Tree protection barriers must remain in place and in good condition during demolition, construction and/or site disturbance, including landscaping, and must not be altered, moved or removed until authorized by Urban Forestry
- No construction activities including grade changes, surface treatments or excavation of any kind are permitted within the area identified on the Tree Protection Plan or Site Plan as a minimum tree protection zone (TPZ). No root cutting is permitted. No storage of materials or fill is permitted within the TPZ. No movement or storage of vehicles or equipment is permitted within the TPZ. The area(s) identified as a TPZ must be protected and remain undisturbed at all times
- All additional tree protection or preservation requirements, above and beyond the installation of tree protection barriers, must be undertaken or implemented as detailed in the Urban Forestry approved arborist report and/or the approved tree protection plan and to the satisfaction of Urban Forestry
- If the minimum tree protection zone (TPZ) must be reduced to facilitate construction access, the tree protection barriers must be maintained at a lesser distance and the exposed portion of TPZ must be protected using a horizontal root protection method approved by Urban Forestry
- Any roots or branches indicated on this plan which require pruning, as approved by Urban Forestry, must be pruned by an arborist. All pruning of tree roots and branches must be in accordance with good arboricultural practice. Roots that have received approval from Urban Forestry to be pruned must first be exposed using pneumatic (air) excavation, by hand digging or by using low pressure hydraulic (water) excavation. The water pressure for hydraulic excavation must be low enough that root bark is not damaged or removed. This will allow a proper pruning cut and minimize tearing of the roots. The arborist retained to carry out crown or root pruning must contact Urban Forestry no less than three working days prior to conducting any specified work
- The applicant/owner shall protect all by-law regulated trees in the area of consideration that have not been approved for removal throughout development works to the satisfaction of Urban Forestry

- Convictions of offences respecting the regulations in the Street Tree By-law and Private Tree By-law are subject to fines. A person convicted of an offence under these by-laws is liable to a minimum fine of \$500 and a maximum fine of \$100,000 per tree, and /or a Special Fine of \$100,000. The landowner may be ordered by the City to stop the contravening activity or ordered to undertake work to correct the contravention
- Prior to site disturbance the owner must confirm that no migratory birds are making use of the site for nesting. The owner must ensure that the works are in conformance with the Migratory Bird Convention Act and that no migratory bird nests will be impacted by the proposed work

The following additional notes shall be added on plans for properties regulated by the Ravine and Natural Feature Protection Bylaw:

- Ravine and Natural Feature Protection By-law (RNFP) note:

Ravine & Natural Feature Protection By-law

The Ravine & Natural Feature Protection By-law, Chapter 658 of the City of Toronto Municipal Code, regulates the injury and destruction of trees, dumping of refuse and changes to grade within protected areas.

Under this by-law protected trees may not be removed, injured or destroyed, and protected grades may not be altered, without written authorisation from Urban Forestry Ravine & Natural Feature Protection, on behalf of the General Manager of Parks, Forestry & Recreation.

Convictions of offences respecting the regulations in the Ravine and Natural Feature Protection By-law are subject to fines, and the landowner may be ordered by the court to restore the area to the satisfaction of the City. A person convicted of an offence under this Bylaw is liable to a minimum fine of \$500 and a maximum fine of \$100,000 for each tree destroyed, a maximum fine of \$100,000 for any other offence committed under this chapter, and /or a Special Fine of \$100,000. A person convicted of a continuing offence, including failure to comply with ravine permit conditions is liable to a maximum fine of not more than \$10,000 for each day or a part of a day that the offence continues.

- The exact location of the limit of the RNFP area must be shown on all pertinent plans including Tree Protection Plan. The applicant/owner shall have this limit marked on their survey or other plans drawn to a suitable scale. This service costs \$72.37 plus tax and can be requested by contacting the City of Toronto, Information and Technology, Geospatial Competency Centre, Map Service Counter at 416-392-2506 or mapsales@toronto.ca. This line may then be transferred onto other plans to be submitted.
- Sediment control fencing shall be installed in the locations as indicated in the Urban Forestry approved sediment control plan. The sediment control fencing must be installed to Ontario Provincial Standards (OPSD-219.130, see Section 7, Figure 5) and to the satisfaction of Urban Forestry. Sediment control near trees and over root zones shall be installed as shown on Figure 6 of this document and to the satisfaction of Urban Forestry.

7. Tree Protection Plan Details

The following diagrams provide details for tree protection barriers and sediment protection barriers:

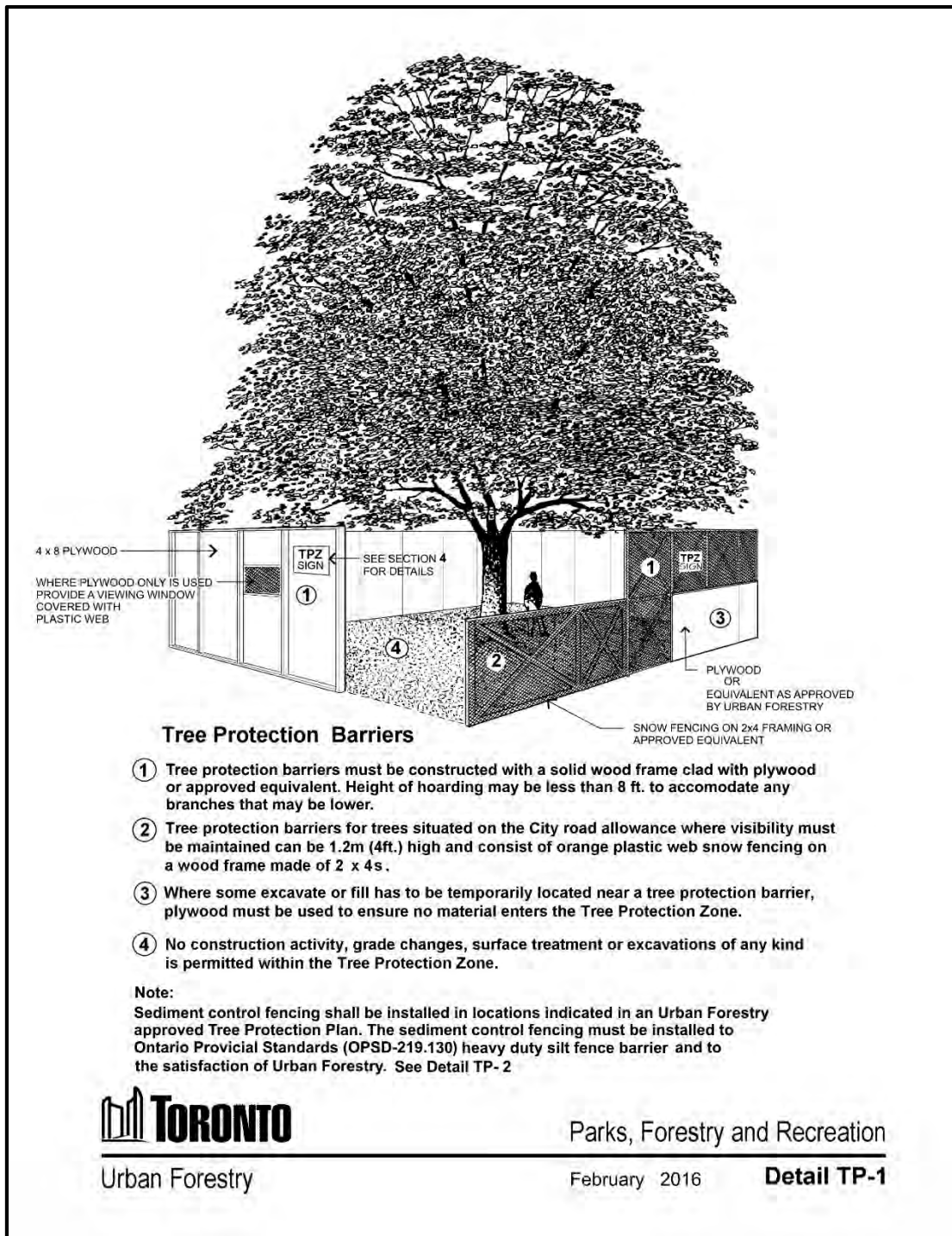


Figure 4: Urban Forestry Detail TP-1

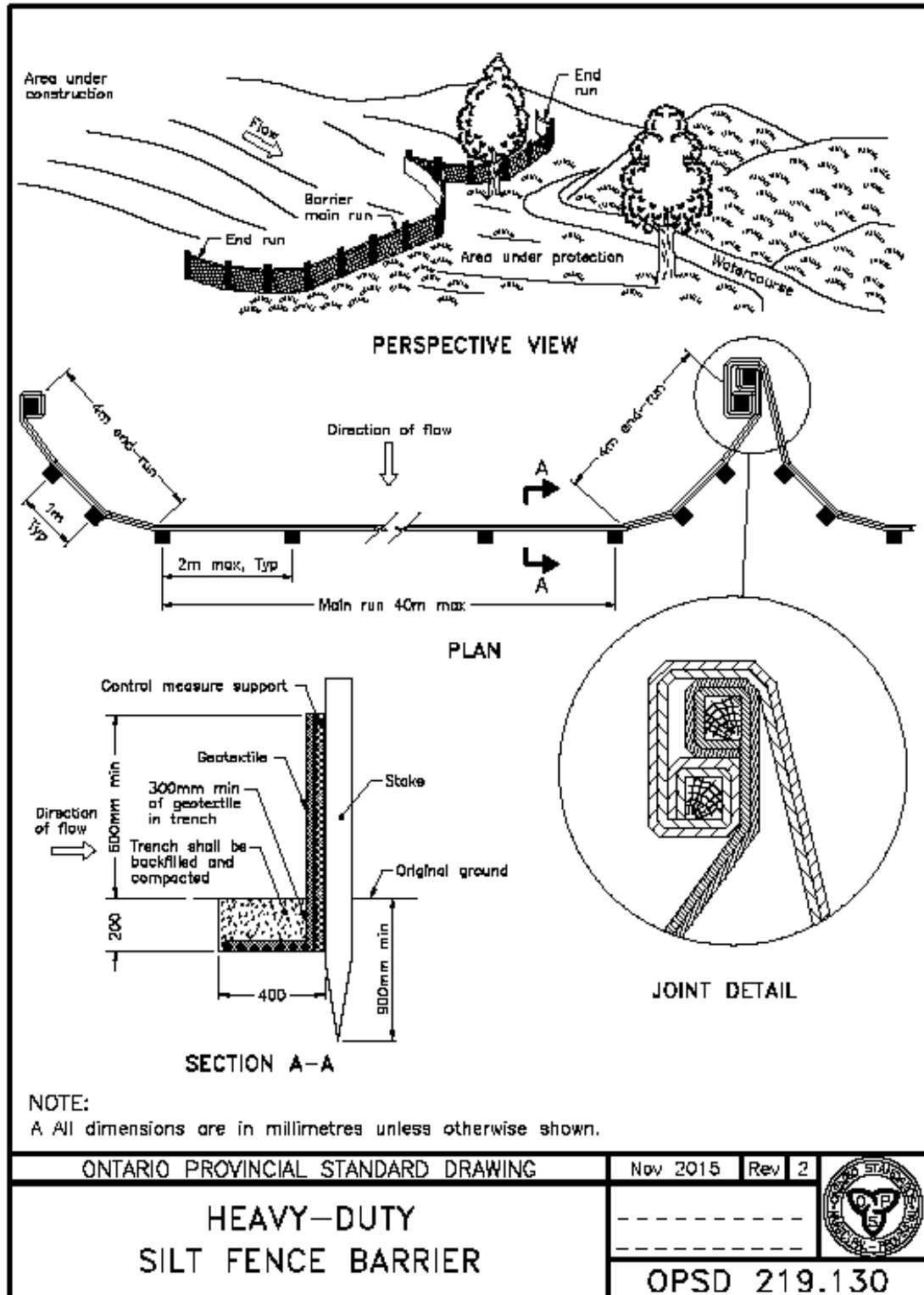


Figure 5: OPSD Detail for Heavy Duty Silt Fence Barrier

The following detail shall be used when constructing sediment protection fencing near trees.

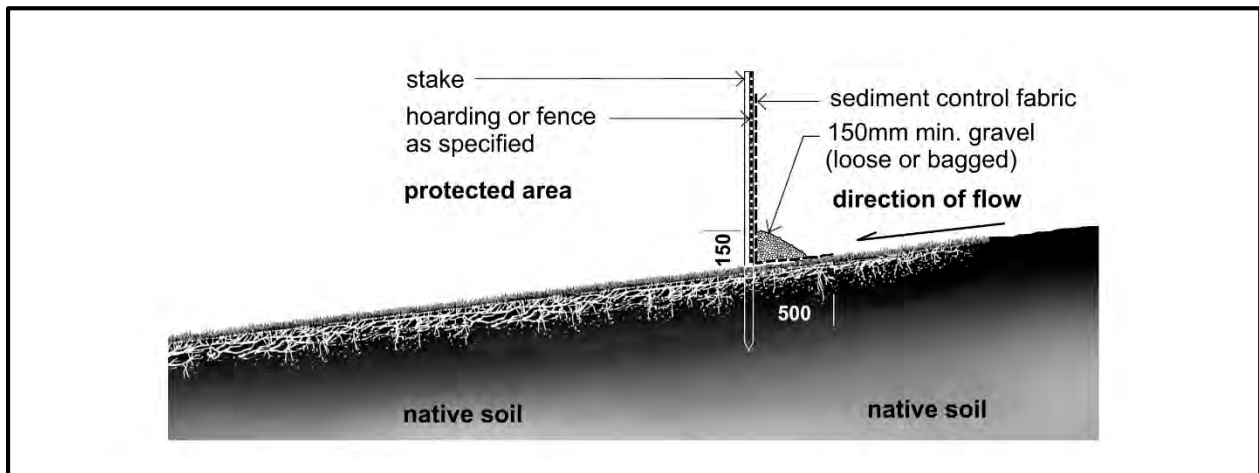


Figure 6: Sediment control barriers for use over tree root zone

8. Permits for Tree Removal or Injury

If the full minimum tree protection zone (TPZ) as identified in Section 2 cannot be provided, a permit to injure the tree must be obtained.

Any requests for removal or injury of a tree protected by City by-laws must be made on the appropriate application forms and submitted to Urban Forestry at the appropriate address. [Permit application forms](#) are available at www.toronto.ca/trees. Any requests for tree relocation will be considered as a tree injury.

If approval is granted for removal of a City-owned tree, applicants will assume all costs involved, which include appraised tree value, removal, and tree replacement costs. If approval is granted for removal of private trees or trees in ravine and natural feature protected areas, the permit will be subject to conditions, including tree replacement. If approval is granted for injury of City-owned, private trees or trees in ravine and natural feature protected areas, the permit will be subject to conditions, including implementation of a Tree Protection Plan, as determined by Urban Forestry.

In some instances, where the tree is healthy and the management of the tree or forest cover has not been addressed to the satisfaction of Urban Forestry, requests received by Urban Forestry may be forwarded to a Community Council and City Council for approval.

Urban Forestry does not have the authority to issue a permit to injure or remove a heritage tree². Such requests would be forwarded to a Community Council and/or City Council for approval.

Butternut (*Juglans cinerea*, L.) is an endangered species. Butternuts and their habitat are protected under [Endangered Species Act](#) (S.O. 2007, c.6) available on the Government of Ontario website at <http://www.ontario.ca/laws/statute/07e06/v1>. A permit to injure or remove a butternut tree must be obtained from the [Ministry of Natural Resources and Forestry Ontario](#).

² Heritage Tree – A tree that has been designated under Part IV of the Ontario Heritage Act or trees recognized as heritage trees by the Ontario Heritage Tree Program of Trees Ontario.

Any person who contravenes any provision of the City's tree protection by-law is guilty of an offence.

More information on tree protection and permit application forms for tree removal and injury are available on Urban Forestry web page at www.toronto.ca/trees.

For additional information regarding the removal or injury of trees protected under City by-laws, please call 311.

9. Tree Guarantee Deposits

Tree Protection Guarantee

Urban Forestry may request a **tree protection guarantee** to secure the protection of trees that may be impacted by work on city streets, or to secure the satisfaction of all conditions of permit issuance. Tree protection guarantees held by the City shall only be released by the City provided that all construction activities are complete, compliance with all permit terms and conditions has been verified, there has been no encroachment into the minimum tree protection zone (TPZ) and the trees are healthy and in a state of vigorous growth.

Where Urban Forestry has confirmed an unauthorized encroachment into the TPZ or the terms and conditions of a permit have not been complied with, Urban Forestry will retain the guarantee until satisfactory compliance.

It is the applicant's responsibility to submit a written request to Urban Forestry for the refund of the tree protection guarantee deposit as soon as construction and landscaping is completed.

Tree Planting Security

Urban Forestry may request a **tree planting security deposit** in an amount equal to the cost of planting and maintenance for two (2) years in order to ensure compliance with approved landscape or replanting plans. The security deposit may be held by the City after the planting of the trees for a period of two (2) years and shall be released by the City provided that the trees have been maintained, are healthy and in a state of vigorous growth upon inspection, two (2) years after planting. It is the applicant's responsibility to advise Urban Forestry that trees have been planted in accordance with approved plans, in order that the two (2) year maintenance period begin.

Prior to release by the City, any dead/dying trees must be replaced, deadwood and sucker growth should be pruned, and mulch should be topped up where necessary. If stakes and ties were used, they must be removed within one (1) year. Any encroachments are to be removed prior to assumption, including walkways, timbers or bricks that result in increased height of soil or mulch around the trees, and lights in trees.

It is the applicant's responsibility to submit a written request to Urban Forestry for the refund of a Tree Guarantee Deposit, two (2) years after the completion of all construction activity and/or two (2) years after tree planting. This request should be made during the growing season, not while

the trees are dormant, so that a site inspection can be arranged to confirm the trees are acceptable. The City will not release security deposits where trees are not in good condition, or if there are encroachments.

Financial securities must be in the form of a certified cheque, letter of credit or an alternative acceptable to Urban Forestry, with amounts payable to the Treasurer, City of Toronto.

10. Emergency Repairs to Utilities

The utility company is responsible for notifying Urban Forestry by calling 311 as soon as possible when by-law regulated trees are involved, so that an inspector can be dispatched. Urban Forestry staff may be contacted after hours by calling 311, and requesting the assistance of an on-call Urban Forestry inspector.

11. Tree Species that are Intolerant of Construction Disturbance

The following tree species are intolerant of construction disturbance, and tree protection plans must take this into account. The tree protection zones required by these species may need to be quite extensive to avoid damage to the roots and crown associated with compaction, excavation or construction above grade that will impact the branches.

Acer rubrum (red maple)
Acer saccharum (sugar maple)
Betula papyrifera (paper birch)
Carya glabra (pignut hickory)
Fagus grandifolia (American beech)
Liriodendron tulipifera (tulip tree)
Ostrya virginiana (ironwood)
Pinus resinosa (red pine)
Pinus strobus (white pine)
Prunus serotina (black cherry)
Quercus alba (white oak)
Quercus velutina (black oak)
Tsuga canadensis (eastern hemlock)
Tilia americana (basswood)

12. Contact Information

Tree Protection and Plan Review (City-owned and Private Trees)

North York District

5100 Yonge Street, 3rd Floor
Toronto, ON, M2N 5V7
Telephone: 416-395-6670
Fax: 416-395-7886
tpprnorth@toronto.ca

Etobicoke York District

399 The West Mall, Main Floor, North Block
Toronto, ON, M9C 2Y2
Telephone: 416-338-6596
Fax: 416-394-8935
tpprwest@toronto.ca

Scarborough District

150 Borough Drive, 5th Floor
Toronto, ON, M1P 4N7
Telephone: 416-338-5566
Fax: 416-396-4170
tppreast@toronto.ca

Toronto and East York District

50 Booth Avenue, 2nd Floor
Toronto, ON, M4M 2M2
Telephone: 416-392-7391
Fax: 416-392-7277
tpprsouth@toronto.ca

Ravine and Natural Feature Protection

General Enquiries

Telephone: 416-392-2513
Fax: 416-392-1915
Email: rnfp@toronto.ca

Office Location

18 Dyas Road, 1st Floor
Toronto, ON, M3B 1V5

Areas regulated under Ravine and Natural Feature Protection By-law can be viewed using the [City's mapping tool](#) available at www.toronto.ca/trees.

CONTRACTOR:							
PROJECT NAME:							
DESCRIPTION:		Ranking					
CONTRACT No.:	START DATE:	For definitions refer to Backup sheets					
CONTRACT VALUE:	COMPLETION DATE:	U	I	ME	EE	EX	N/A
A. SAFETY & COMPLIANCE - Laws & Standards		sub-score	#DIV/0!	Weight	25%		
1. Did the contractor comply with OHSA requirements?							
2. Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?							
3. Did the contractor take adequate precautions with any hazardous materials and designated substances?							
B. QUALITY - Compliance with Contract Standards & Specifications		sub-score	#DIV/0!	Weight	25%		
1. Did the contractor comply with standards and specifications in the contract?							
2. Was the quality and workmanship in compliance with the contract documents?							
3. Did the contractor promptly & effectively correct defective work as the project progressed?							
C. ORGANIZATION - Work Plan and Management		sub-score	#DIV/0!	Weight	12.5%		
1. Did the contractor submit a satisfactory baseline schedule in compliance with the contract?							
2. Did the contractor commence the work on time?							
3. Did the contractor submit schedule updates in accordance with the contract?							
4. Did the contractor adequately staff and resource the project in compliance with the contract?							
5. Did the contractor provide adequate & competent site supervision?							
6. Did the contractor effectively coordinate and manage the work of its subcontractors?							
7. Did a person with decision-making authority represent the contractor at pay/progress meetings?							
8. Did the contractor submit timely, relevant requests for information (RFIs) as needed?							
9. Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?							
D. EXECUTION - Work Performance		sub-score	#DIV/0!	Weight	25%		
1. Did the contractor complete the project on time?							
2. Did the contractor follow the approved schedule and meet milestones?							
3. Did the contractor provide effective quality control?							
4. Did the contractor keep the site clean and free of trash and debris in compliance with the contract?							
5. Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?							
6. Did the contractor seek authorization to perform extra or additional work?							
7. Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge?							
8. Was the quality and submission timelines of the following items acceptable?							
8.1 Look ahead schedules or work plans							
8.2 Accurate and complete record documents (as-builts)							
8.3 Complete operations and maintenance manuals and closeout documents							
8.4 Secure and/or closed applicable municipal permits							
8.5 Startup testing and commissioning reports							
8.6 Training plan and manuals							
E. ADMINISTRATION - Contractor Performance and Diligence		sub-score	#DIV/0!	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?							
		#DIV/0! Total Score (weighted)					
	Name (Print or Type)	Signature			Date		
Project Manager:							
Manager:							
Director: <small>(required for Final only)</small>							

NOTE: If the contractor disagrees with this evaluation, it is to submit its objections in writing with supporting evidence within five (5) business days to the Division Manager (for Interim Reports) or to the Division Director (for Final Reports)

EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.
EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent
ME - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.
I - IMPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.
U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

A. SAFETY & COMPLIANCE - Laws & Standards **COMMENTS/BACKUP**

A1	<p>Did the contractor comply with OHSA requirements?</p> <p>EX - Performance in this area can not be Exceptional EE - Strict compliance with OHSA requirements with no exceptions ME - Complies with OHSA requirements with very minor issues that are immediately remedied I - Inconsistent compliance with OHSA requirements; minor contraventions that are corrected; few if any lost time injuries and no critical injuries U - Does not comply with an appropriate safety program; lost time injuries, including but not limited to critical injuries; serious OHSA contraventions and/or convictions N/A - The question is not applicable to this evaluation.</p>	<p>ranking = N/A</p>
A2	<p>Did the contractor adhere to environmental, (non-OHSA) safety requirements, and other laws & policies?</p> <p>EX - Performance in this area can not be Exceptional EE - Fully complies with environmental and (non-OHSA) safety requirements, fair wage, human rights and other laws and policies required by the contract. No problems. ME - Complies with above. Minimal problems, if any. I - Inconsistent compliance with (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; minor contraventions that are corrected U - Failure to adhere to environmental and (non-OHSA) safety requirements, fair wage, human rights or other laws and policies required by the contract; not responsive to directives; requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p>	<p>ranking = N/A</p>
A3	<p>Did the contractor take adequate precautions with any hazardous materials and designated substances?</p> <p>EX - Performance in this area can not be Exceptional EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws ME - Complies with City's designated substances policy, contract requirements for hazardous materials, policies and bylaws; minor contraventions with swift correction I - Inconsistent compliance with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires some additional staff time/resources U - Failure to comply with the City's designated substances policy, contract requirements for hazardous materials, policies or bylaws; requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>ranking = N/A</p>

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

B1	<p>Did the contractor comply with standards and specifications in the contract?</p> <p>EX - Strict adherence to contract documents. Approved variations added value. EE - Strict adherence to contracts documents especially standards and specifications ME - Some approved deviations but essentially in compliance with standards and specifications I - Problems with compliance with standards and specifications in the contract, but conflicts are resolved. Requires some additional staff time/resources. U - Work frequently does not adhere to the contract standards and specifications resulting in delays and/or claims. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	<p>ranking = N/A</p>
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EX - EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.
EE - EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essential areas of responsibility and quality of performance and work overall excellent
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U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

B2	Was the quality and workmanship in compliance with the contract documents?	ranking = N/A
<p>EX - Superior workmanship and quality. Creative, approved substitutions add value. EE - Workmanship is excellent and meets peak requirements of the contract documents.No rework. ME - Minimal problems and defects. The majority of workmanship is good and meets minimum requirements of the contract documents. Some minor rework required. I - The majority of work is satisfactory in compliance with the contract documents with moderate rework. Requires some additional staff time/resources. U - Contractor is made to do several tasks repeatedly due to substandard workmanship and deliverables. Often not in compliance with the contract documents. Extensive rework required. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		
B3	Did the contractor promptly & effectively correct defective work as the project progressed?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional EE - Contractor promptly responds and addresses all defective work. All work is of the highest quality ME - Timely responses to correct defective work. Quality of work is average. I - Unacceptable work is eventually corrected to the satisfaction of the City. Requires some additional staff time/resources. U - Does not acknowledge or correct problems. Little or no response to repeated defective work and repeated field directives. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		

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

C1	Did the contractor submit a satisfactory baseline schedule in compliance with the contract?	ranking = N/A
<p>EX - Contractor submitted baseline schedule and all submissions on time and complete, accelerating the project. EE - Contractor submitted baseline schedule and all submissions on time and complete ME - Contractor submitted majority of submissions and baseline schedule on time and complete I - Adequate number of submissions on time, resulting in few problems/ delays. Requires some additional staff time/resources U - No satisfactory baseline schedule submitted and very few submissions submitted on time, causing problems. Requires much additional staff time/resources N/A - The question is not applicable to this evaluation.</p>		
C2	Did the contractor commence the work on time?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional EE - Contractor accelerates schedule and mobilizes and commences work ahead of contract requirement ME - Contractor mobilizes and commences work according to the contract requirement. I - Contractor mobilizes and commences work according to the contract requirement with minor delay. U - Contractor slow to mobilize and does not commences work according to the contract requirements, resulting in major delay. N/A - The question is not applicable to this evaluation.</p>		
C3	Did the contractor submit schedule updates in accordance with the contract?	ranking = N/A
<p>EX - Contractor submits timely, accurate schedule updates in accordance with the contract, accelerating the project. EE - The contractor submits schedule updates timely, accurate and in accordance with the contract ME - The contractor submits schedule updates usually timely, accurate and in accordance with the contract I - The contractor submits schedule updates periodically with some inaccuracies but largely in accordance with contract. Requires some additional staff time/resources. U - The contractor frequently submits schedule updates late, inaccurate and not in accordance with the contract. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		

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U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

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C4	Did the contractor adequately staff and resource the project in compliance with the contract?	ranking = N/A
<p>EX - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, appropriate equipment always well maintained and available when needed, adding significant value to the project EE - The project is well staffed with highly qualified workforce, capable of successfully maintaining an accelerated project schedule, equipment always well maintained and available when needed. ME - The project has a qualified workforce and maintains an aggressive schedule. Equipment needed is usually available, no delays. I - Adequately staffed, periodically hinders project, equipment needed often available, minor delays. U - Poorly staffed, equipment is not available or reliable constantly resulting in delays N/A - The question is not applicable to this evaluation.</p>		
C5	Did the contractor provide adequate & competent site supervision?	ranking = N/A
<p>EX - Exceptional site supervision anticipating problems and adding significant value to the project. EE - Well staffed with highly qualified site supervision present to direct others as needed ME - Qualified site supervision with necessary skill present to direct others as needed I - Adequately staffed with sufficient site supervision periodically hindering project. Requires some additional staff time/resources. U - Poorly staffed, unqualified site supervision constantly hindering project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		
C6	Did the contractor effectively coordinate and manage the work of its subcontractors?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional EE - Superior workmanship. Contractor effectively coordinates and manages the work of its subcontractors ME - Minimal problems, the majority of coordination and management of subcontractors is good I - The majority of coordination and management meets project requirements but moderate rework required. Requires some additional staff time/resources. U - Contractor does not effectively coordinate and manage the work of its subcontractors and requires extensive rework. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		
C7	Did a person with decision-making authority represent the contractor at pay/progress meetings?	rank = N/A
<p>EX - Pay/Progress meetings always attended by decision-making authority. Adds value to project. EE - Pay/Progress meetings always attended by decision-making authority ME - Pay/Progress meetings usually attended by decision-making authority I - Pay/Progress meetings mostly have sufficient representation by decision-making authority U - Pay/Progress meetings have little or no attendance by decision-making authority N/A - The question is not applicable to this evaluation.</p>		
C8	Did the contractor submit timely, relevant requests for information (RFIs) as needed?	ranking = N/A
<p>EX - Timely, accurate and in accordance with contract anticipating and avoiding problems and delays. EE - Timely, accurate and in accordance with contract ME - Usually timely, accurate and in accordance with contract I - Frequently late, sometimes inaccurate, and sometimes not in accordance with contract. Requires some additional staff time and resources. U - Constantly late, inaccurate, requiring frequent reminders, seldom in accordance with contract. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p>		

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U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

C9	Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?	ranking = N/A
<p>EX - Schedule and all shop drawings submitted on time and complete. Creative, approved substitutions added value to the project. EE - Schedule and all shop drawings submitted on time and complete ME - Schedule and most shop drawings submitted on time and complete I - Few schedules and shop drawings submitted on time resulting in problems/delays. Requires some additional staff time and resources. U - Poor or no schedule and shop drawings submitted on time, causing problems. Requires much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p>		

D. EXECUTION - Work Performance **COMMENTS/BACKUP**

D1	Did the contractor complete the project on time?	ranking = N/A
<p>EX - Contractor exceeds contractual completion date. EE - Contractor meets contractual completion date with no extensions. ME - Contractor meets contractual completion date with approved extensions. I - Contractor misses contractual completion date. Makes efforts to mitigate delay. Requires some additional staff time/resources. U - Contractor misses contractual completion date. Makes little effort to mitigate delay. Requires much additional staff time/resources. N/A - N/A is to be chosen for all but the final evaluation once the project is completed.</p>		
D2	Did the contractor follow the approved schedule and meet milestones?	ranking = N/A
<p>EX - Maintains an accelerated project schedule resulting in early completion of project before contract completion date EE - Meets all milestones and schedule. ME - Meets schedule and key milestones. I - Behind schedule and some key milestones missed. Requires some additional staff time/resources. U - Continually behind schedule and most key milestones missed. Requires much more additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		
D3	Did the contractor provide effective quality control?	ranking = N/A
<p>EX - Exceptional QA/QC. No deficiencies. Adds value to Project. EE - Excellent QA/QC. Minor if any deficiencies which are corrected quickly. No additional staff effort required. ME - Adequate quality control. Few deficiencies which are corrected quickly I - Poor quality control. Some deficiencies which takes some additional staff time and effort to correct. U - Unacceptable QA/QC. Many deficiencies which requires much additional staff time and effort to correct. N/A - The question is not applicable to this evaluation.</p>		
D4	Did the contractor keep the site clean and free of trash and debris in compliance with the contract?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional EE - Project site kept very clean and free of trash and debris ME - Most trash, debris cleaned up on a daily basis from project site I - Contractor periodically cleans up project site with minimal directive U - Non-responsive to repeated directives to clean up project site. Site not clean and visible trash and debris N/A - The question is not applicable to this evaluation.</p>		
D5	Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional EE - All change orders, change directives, site instructions, RFQ's responded to immediately ME - All change orders, change directives, site instructions, RFQ's responded to in a timely manner with proper accurate documents I - Most change orders, change directives, site instructions, RFQ's responded to in a timely manner, some delays and problems U - Generally non-responsive to change orders, change directives, site instructions. Slow response to RFQs. N/A - The question is not applicable to this evaluation.</p>		

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U - UNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.

For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

D6	Did the contractor seek authorization to perform extra or additional work?	ranking = N/A
	<p>EX - Performance in this area can not be Exceptional EE - Provides quote and proceeds only after approval received. Occasionally expands scope at no cost to City. ME - Provides quote and proceeds only after approval received. I - Occasionally proceeds with work before quote reviewed and approved. U - Frequently proceeds with work without review or approval. N/A - The question is not applicable to this evaluation.</p>	
D7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge	ranking = N/A
	<p>EX - On exceptional terms with subcontractors, utilities and public. No disputes. No liens or formal claims. Excellent working relationships adds value to the project. EE - On excellent terms with subcontractors, utilities and public. Few if any disputes resolved promptly. ME - Mostly on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims promptly. I - Sometimes on good terms with subcontractors, utilities and public. Resolves disputes, liens and formal claims requiring some staff time and effort. U - Rarely on good terms with subcontractors, utilities and public. If resolved, disputes, liens and formal claims require much staff time and effort. N/A - The question is not applicable to this evaluation.</p>	
D8	Was the quality and submission timelines of the following items acceptable?	
D8.1	● Look ahead schedules or work plans	ranking = N/A
D8.2	● Accurate and complete record documents (as-builts)	ranking = N/A
D8.3	● Complete operations and maintenance manuals and closeout documents	ranking = N/A
D8.4	● Secure and/or closed applicable municipal permits	ranking = N/A
D8.5	● Startup testing and commissioning reports	ranking = N/A
D8.6	● Training plan and manuals	ranking = N/A
	<p>EX - All submissions on time and of exceptional quality, adding value to the project. EE - All submissions on time and of excellent quality. ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly. I - Some submissions late and of poor quality. Remaining revised and resubmitted slowly requiring some additional staff time and resources. U - Most submissions late and of poor quality. Much revision and resubmission requiring much additional staff time and resources. N/A - The question is not applicable to this evaluation.</p>	

E ADMINISTRATION - Contractor Performance and Diligence	COMMENTS/BACKUP
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E1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	ranking = N/A
	<p>EX - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents, adding significant value to the project. EE - Communication with the contract administrator and all stakeholders excellent and in accordance with the contract documents ME - Communication with the contract administrator and all stakeholders timely, satisfactory, and in accordance with the contract I - Communication with the contract administrator and all stakeholders poor and causes periodic problems. Requires some additional staff time/resources. U - Contractors communication with the contract administrator and all stakeholders poor and the cause of constant problems. Strongly impacts the success of the project. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>	
E2	Did the contractor participate in resolving project problems and display initiative to implement solutions?	ranking = N/A
	<p>EX - Cooperates in solving project problems often mitigating them. Creative solutions add value. No arguments, few and fair Change Orders. Quick resolution. EE - Cooperates in solving problems sometimes mitigating them. Few arguments, fair Change Orders and quick resolution. ME - Consistently cooperates in solving problems. Few arguments, reasonable solutions, quotes and timelines offered to solve. I - Reluctant to cooperate. Few reasonable solutions offered. Moderate number of arguments, expensive Change Orders and requires some additional staff time/resources to resolve. U - Rarely cooperates. Few reasonable solutions offered. Many arguments, expensive Change Orders and requires much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.</p>	

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For ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes etc. Provide eDoc #s wherever possible. Comments for I, ME, EE ranks are optional.

E3	Did the contractor demonstrate accountability for problems for which they where responsible?	ranking = N/A
<p>EX - Cooperates in solving their problems and others. Creative solutions add value. Always accepts responsibility for their errors with no argument and quick resolution. EE - Always cooperates in solving problems often mitigating them. Always accepts responsibility for their errors with no argument and quick resolution. ME - Consistently cooperates in solving problems (damages, errors, omissions, defective work) usually accepting responsibility. Few arguments and quick resolution. I - Reluctant to solve problems, frequently avoiding responsibility for their errors. Moderate number of arguments and requires some additional staff time/resources to resolve. U - Rarely acknowledges problems, avoiding responsibility and compounds them. Argumentative requiring much additional staff time/resources to resolve. N/A - The question is not applicable to this evaluation.</p>		
E4	Did the contractor submit accurate, complete invoices in a timely manner?	ranking = N/A
<p>EX - Performance in this area can not be Exceptional EE - No errors, accurate representation of work completed ME - Few billing errors, quickly corrected and submitted I - Some billing errors, corrected and submitted requiring some staff time/resources to resolve U - Too many errors; frequent misrepresentations of completed work requiring much staff time/resources to resolve N/A - The question is not applicable to this evaluation.</p>		
E5	Did the contractor provide competitive change order pricing?	ranking = N/A
<p>EX - Change order quotes are reasonable, timely. Occassionally expands scope at not cost to City. EE - Change order quotes are reasonable and timely; no unresolved issues ME - Change order quotes are reasonable and timely with complete backup documentation, few unresolved issues I - reluctant to negotiate, sometimes compromises, some unresolved issues remain. Requires some additional staff time to resolve. U - Contractor is not willing to compromise. Difficult, if not impossible, to negotiate with; many unresolved issues requiring much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		
E6	Did the contractor accept responsibility for the full scope and extent of the contract?	ranking = N/A
<p>EX - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. Value added to project by suggestions improving scope or reducing City cost. EE - Complete acceptance of their scope and financial responsibility. No omissions, no arguments. ME - Good acceptance of their scope and financial responsibility. Few omissions and few arguments most resolved to City's satisfaction I - Poor acceptance of their scope and financial responsibility. Several omissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort. U - Poor acceptance of their scope and financial responsibility. Many omissions and many frivolous arguments often not resolved to City's satisfaction. Requires much additional staff time/effort. N/A - The question is not applicable to this evaluation.</p>		
E7	Did the contractor coordinate to minimize disruption to the public and City operations?	ranking = N/A
<p>EX - Exceptional coordination/planning, always proactive, always resulting in satisfied staff and public. EE - Excellent coordination/planning always proactive, usually resulting in satisfied staff and public. ME - Good coordination/planning usually proactive, often resulting in satisfied staff and public. I - Poor coordination/planning often reactive, sometimes resulting in unsatisfied staff and public. Requires some additional staff time/resources. U - Poor or no coordination/planning usually reactive, often resulting in unsatisfied staff and public. Requires much additional staff time/resources. N/A - The question is not applicable to this evaluation.</p>		

APPENDIX C PROJECT FOLDER ORGANIZATION SYSTEM

1- Background Packages (not applicable to closeout documents)

2- Design Procurement (not applicable to closeout documents)

3- Design Development

- a. Final Consultant Reports
- b. Final Cost Estimates
- c. Final Drawings
- d. Final Specs

4- Construction Procurement

- a. Package
 - i. Documents Issued for Tender
 - ii. Addenda
- b. Results

5- Contract Administration

- a. RFI - SI
- b. CNN
- c. CO
- d. Submittals
- e. Misc.
- f. Meeting Minutes

6- Finance

- a. Consultant
- b. Contractor
- c. Misc.

7- Correspondence

- a. Consultant
- b. Contractor

8- Permits/Approvals

9- Site Photos

- a. Preliminary
- b. Construction
- c. Post Construction

10- Site Reviews

11- Close Out

- a. CAD Drawings by Consultants
- b. As-Built Drawings
- c. Warranty Letters & Manuals
- d. Substantial Completion Certificate, Contractor's Advertisement, Holdback Release Certificate
- e. Statutory declaration, legal description,
- f. Asset inventory & contractor evaluation
- g. Warranties and manuals

GENERAL FILE NAMING SYSTEM

Project Name_Subject (with date where relevant) (dd,mm,yr) typical

3- Design Development

This section is to contain final work done on the RFQ by the consultant. This may include:

-Final report, final cost estimate, final drawings & specs.

File naming: **Alexandria ODP_Cost estimation.pdf** (Consultant cost estimation)

(Drawing naming: **Alexandria ODP_13 _ A1.dwg/ PDF**) See page 4 - file naming standards)

4- Construction Procurement

All documents pertaining to the RFQ should be included in this folder. Documents that should be included in this folder include:

-Pre-tender estimate, tender package as distributed to contractors, drawings, and addendums

-Bid analysis and consultant's recommendation letter.

File naming: **Alexandria ODP_bid_Cosar.pdf** (Contractor bid)

5- Contract Administration (Construction Documents)

Documents concerning the construction process fall under this section. This may include, but is not limited to, material specifications, third party testing, shop drawings, shop drawings log and reports.

Also this folder should contain all site instructions, contemplated change notices, change orders, site directions or similar documents.

File naming: **Alexandria ODP_CCN3.pdf** (Contemplated change order)

Meeting Minutes

Based on the size of the project, you may want to include sub-folders for meetings with consultant, contractor and the public. Meeting minutes, changes to meeting minutes should all be kept in this folder, as well as any emails pertaining to meeting minutes.

Schedule/timeline as well as updated schedules as the project progresses should also be kept with meeting minutes as they it should be discussed at every meeting. All files should be properly named with corresponding dates and any changes or comments about the meeting minutes should be included in this file.

File naming: **Alexandria ODP_MM_16-09-10.pdf** (Meeting minutes) (dd,mm,yr)

6- Finance (Invoices)

Based on the complexity and size of the project, it may be valuable to create sub-folders for Contractors and Consultants. Payment certificates, WSIB, Fare wage, Bonding, Insurance, etc. should all be stored within this folder.

File naming: **Alexandria ODP_Cosar_Invoice_3.pdf** (Contractor Invoice)

7- Correspondence

Any correspondence that you think may be relevant to the project but does not fall within any of the other folders should be saved to this folder. If email correspondence is regarding a matter on site, emails should be saved in a readable format. Depending on the size and complexity of the project, you may want to create sub-folders for correspondence between: consultants, contractors, the public and city staff.

File naming: **Alexandria ODP_Cosar_14-09-10.doc** (correspondence) (dd,mm,yr)

8- Permits/Approvals

This folder is for all documents pertaining to permitting and approvals, including applications and results for TRCA, forestry, site planning, building approval etc.

File naming: **Alexandria ODP_TRCAapp_15_09_10.pdf** (dd,mm,yr)

9- Site Photos

Photographs taken documenting site progress should be stored in this folder under sub-folders corresponding to the date they were taken.

File naming: **Alexandria ODP_photos_16-09-10a.jpg** (progress photos) (dd,mm,yr)

10- Site Review

Site reviews should be kept in this folder.

File naming: **Alexandria ODP_Site Review1_18-09-10.pdf** (site review reports, in pdf form)
(dd,mm,yr)

11- Close Out

All information pertaining to the close-out of the project should be kept in this folder. This may include but is not limited to:

- As-Built CAD files by consultants (See page 4 - file naming and Transmittal sheet standards)
- As-Built drawings (PDF) (See page 4 - file naming and Transmittal sheet standards)
- Certificate of substantial completion, contractor's advertisement
- Holdback Release Certificate
- Statutory declaration, legal description
- Asset inventory & contractor evaluation
- Warranties and manuals

File naming: **Alexandria ODP_ Lien search_20-11-10.pdf** (Lien search with date) (dd,mm,yr)

(Drawing naming: **Alexandria ODP_13 _ A1.dwg/ PDF**) See page 4 - file naming standards)

