

#### **GENERAL INFORMATION**

Request for Quotation (RFQ) Work Assignment No.: 25-PFR-CAP-GC-004

**Title:** Fairbank Memorial Community Recreation Centre-Water leak repairs-Podium deck rehabilitation

**Description:** Work under this Contract includes the repair and protection of the podium deck.

## **Roster Captain Contact:**

Cristian Lukaszyk Senior Project Manager Capital Projects, Parks Forestry & Recreation

Tel: 416-392-8156

E-Mail: Cristian.Lukaszyk@toronto.ca

#### **RFQ INFORMATION**

Issue Date: March 11, 2025

Deadline for Questions: March 28, 2025 at 2:00 P.M. (local Toronto time):

## **Mandatory Site/Information Meeting:**

Date: March 20, 2025

Time: 11 A.M.

Address: Fairbank Memorial Community Centre, 2213 Dufferin St, Toronto, M6E 3S2

Location: Meet at the front entrance lobby

Instructions: Bidders are required to attend the mandatory bid meeting. It is anticipated the site visit should not exceed an hour in duration. The meeting will take place at Fairbank Memorial Community Centre, 2213 Dufferin St, York. Bidders will meet City representative Raji Puthurath on site, raji.puthurath@toronto.ca, phone: 416 395 1040.Failiure to attend the mandatory site meeting will result in your bid not being accepted.

Closing Date: April 2, 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 <a href="mailto:pfrcapitalprojects@toronto.ca">pfrcapitalprojects@toronto.ca</a>

The subject line of your email should be the Project Name and Work Assignment Number as indicated above. i/e "Fairbank Memorial Community Centre 25-PFR-CAP-GC-004"

## **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: <b>RFSQ DOC NO. 4509693485</b> □ 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**

Fitle: Fairbank Memorial Community Recreation Ce ehabilitation	ntre-Water leak repai	irs-Podium deck
JPPLIER INFORMATION		
Company Name:		
Address:		
Contact Name/Title:		
Telephone #:		
E-Mail:		
		COST
	SUBTOTAL (Base Price)	\$
Total Cost for all that is required as specified herein (HST to be included in sub-total for all construction projects)	H.S.T. (13%)	\$
	TOTAL	\$
nvoice to be sent to:  City of Toronto	NO BID	
Accounting Services Division Corporate Accounts Payable 55 John Street	Reason:	
14Floor, Metro Hall Toronto, ON M5V 3C6		
uppliers are expected to acknowledge receipt of ailure to do so shall result in the bid being declar		a as indicated below.
Ne acknowledge receipt of addendum number _	to	



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-Click here to enter the last three digits for the RFQ Work Assignment Number – format for text

All Prices, Rates, and/or Costs Submitted By Suppliers With Respect To This RFQ, <u>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.</u>

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	Description	Unit	Quantity	Unit Rate	Extended Price
Gene	eral Requirements				
1	Bonding Provide specified project bonding.	L.S.	N/A	N/A	
2	General Requirements General requirements, mobilization, demobilization, hoarding, dust protection, site protection, signage, cleaning, phasing, special costs, etc.	L.S.	N/A	N/A	
3	Utility Locates Obtain utility locates prior to construction, and protection of utilities, conduits, cabling, services, etc. during construction.	L.S.	N/A	N/A	



Sel	Selective Demolition				
	Moveable Object Removals				
4	Remove furniture, furnishings, storage containers, sheds, non-permanent fixtures, etc. from the work areas and reinstate at end of project.	L.S.	N/A	N/A	
	Podium Deck and On-Grade Demolition				
5	Remove and dispose of hard and soft landscaping, granular backfill, protection board, drainage board, waterproofing systems and subgrade to expose the structural podium deck slab surface and perimeter foundation walls.	L.S.	N/A	N/A	
	Approx. Area: 3,000 sq. ft.				
6	Skylight and Podium Deck Masonry Demolition  Demolition and dispose of skylight and skylight support components, concrete masonry walls, upstand walls, guards, and other podium features as indicated on Drawings.	L.S.	N/A	N/A	
7	Interior Finishes and Insulation Demolition  Demolition and dispose of existing deteriorated insulation and interior finishes, and where required to faciliate the work. Price to include capping and relocation of existing services.	L.S.	N/A	N/A	
Co	ncrete work				
8	Skylight Opening Infill Construct concrete-slab-on-steel-deck infill at skylight slab openings. Pricing excludes perimeter structural steel framing. See pricing item 16.	L.S.	N/A	N/A	
	> Approx. Area: 300 sq. ft.				
9	Concrete Curb Construction  Construct new reinforced cast-in-place concrete curb at podium deck perimeter, podium deck stair, building exterior elevation, ramps, etc., as indicated on the Drawings.	L.S.	N/A	N/A	
	> Approx. Length: 250 lin. ft.				
10	Concrete Ramp Construction  Construct new AODA compliant cast-in-place concrete ramp as indicated on the Drawings. Work excludes guards and handrails.	L.S.	N/A	N/A	
11	Localized Slab Surface Concrete Repair  Perform localized concrete repairs on the podium deck slab surface where directed by the Consultant.	sq. ft.	100		
	> Approx. Area: 100 sq. ft.				
12	Localized Vertical Concrete Repair  Perform localized concrete repairs at foundation walls, where directed by the Consultant.	sq. ft	50		
	> Approx. Area: 50 sq. ft.				
13	Localized Bonded Concrete Topping Install sloped bonded concrete topping to slope to drain where directed by the Consultant.	sq. ft	250		



Approx. Area: 250 sq. ft.  Concrete Toping Installation Install new four inch thick podium deck concrete toping with welded wire nesh to match original elevation as shown in the drawings. Price to include installation of a new one inch granular setting bed to slope to drains.  Approx. Area: 3,500 square feet  Precast Concrete Steps Install new precast stone slep at podium deck elevation transition, as shown in the drawings. > Approx. Length: 50 linear feet  Metal Fabrications  Slab Infill Framing Provide Engineered fabrication drawings and install skylight infill steel framing. Base building structure to be confirmed during fabrication drawing preparation at no additional cost and connection design by fabricator.  Steel Guard Fabrication and Installation Supply and install steel guards and fabricated steel components at podium deck perimeter, ramps, vestibule, etc., as indicated on the drawings. Components to be Cost (and ACDA) compilant. > Approx. length: 150 lin. ft.  Thermal and Moisture Protection  Board Insulation  Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and as otherwise shown on Drawings.  Slab Waterproofing and Drainage Prepares also surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection board, and drainage board as indicated on Drawings. If required, substitute with pedestrian deck coating at entrance vestibule. > Approx. Plan Area: 3,000 sq. ft.  Eusomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.  Interior Insulation Replacement  In Elastomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.						
Install new four inch thick podium deck concrete topping with welded wire mesh to match original elevation as shown in the drawings. Price to include installation of a new one inch granular setting bed to slope to drains.  > Approx. Area: 3,500 square feet  Precast Concrete Steps Install new precast stone step at podium deck elevation transition, as shown in the drawings. > Approx. Length: 50 linear feet  Metal Fabrications  Slab Infill Framing Provide Engineered fabrication drawings and install skylintifill steel framing. Base building structure to be confirmed during fabrication drawing preparation at no additional cost and connection design by fabricator.  Steel Guard Fabrication and Installation Supply and install steel guards and fabricated steel components at podium deck perimeter, ramps, vestibule, etc., as indicated on the drawings. > Approx. length: 150 lin. ft.  Thermal and Moisture Protection  Board Insulation Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and as otherwise shown on Drawings.  Slab Waterproofing and Drainage Prepare slab surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection board, and drainage board as indicated on Drawings. If required, substitute with pedestrian deck coating at entrance vestibule. > Approx. Plan Area: 3,000 sq. ft  Foundation Wall Waterproofing Prepare foundation wall surfaces and install 2-ply hot rubberized waterproofing, Price to include all detailing, fastener bar, accessories, etc. > Approx. Area: 600 sq. ft.  Elastomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.		Approx. Area: 250 sq. ft.				
Install new precast stone step at podium deck elevation transition, as shown in the drawings.	14	Install new four inch thick podium deck concrete topping with welded wire mesh to match original elevation as shown in the drawings. Price to include installation of a new one inch granular setting bed to slope to drains.	sf	3,500		
Metal Fabrications	15	Install new precast stone step at podium deck elevation transition, as shown in the drawings.	lf	50		
Provide Engineered fabrication drawings and install skylight infill steel framing. Base building structure to be confirmed during fabrication drawing preparation at no additional cost and connection design by fabricator.    Steel Guard Fabrication and Installation Supply and install steel guards and fabricated steel components at podium deck perimeter, ramps, vestibule, etc., as indicated on the drawings. Components to be OBC (and AODA) compliant. > Approx. length: 150 lin. ft.    Thermal and Moisture Protection	Met					
Supply and install steel guards and fabricated steel components at podium deck perimeter, ramps, vestibule, etc., as indicated on the drawings. Components to be OBC (and AODA) compliant.  > Approx. length: 150 lin. ft.  Thermal and Moisture Protection  Board Insulation Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and as otherwise shown on Drawings.  Slab Waterproofing and Drainage Prepare slab surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection board, and drainage board as indicated on Drawings. If required, substitute with pedestrian deck coating at entrance vestibule.  > Approx. Plan Area: 3,000 sq. ft  Foundation Wall Waterproofing. Price to include all detailing, fastener bar, accessories, etc.  > Approx. Area: 600 sq. ft.  Elastomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.		Slab Infill Framing Provide Engineered fabrication drawings and install skylight infill steel framing. Base building structure to be confirmed during fabrication drawing preparation at no additional cost and connection design by	L.S.	N/A	N/A	
Thermal and Moisture Protection  Board Insulation Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and as otherwise shown on Drawings.  Slab Waterproofing and Drainage Prepare slab surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection Drawings. If required, substitute with pedestrian deck coating at entrance vestibule. > Approx. Plan Area: 3,000 sq. ft  Foundation Wall Waterproofing Prepare foundation wall surfaces and install 2-ply hot rubberized waterproofing. Price to include all detailing, fastener bar, accessories, etc. > Approx. Area: 600 sq. ft.  Elastomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.	17	Supply and install steel guards and fabricated steel components at podium deck perimeter, ramps, vestibule, etc., as indicated on the drawings.  Components to be OBC (and AODA) compliant.	L.S.	N/A	N/A	
Board Insulation   Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and as otherwise shown on Drawings.	<u> </u>					
Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and as otherwise shown on Drawings.  Slab Waterproofing and Drainage Prepare slab surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection board, and drainage board as indicated on Drawings. If required, substitute with pedestrian deck coating at entrance vestibule.  > Approx. Plan Area: 3,000 sq. ft  Foundation Wall Waterproofing Prepare foundation wall surfaces and install 2-ply hot rubberized waterproofing. Price to include all detailing, fastener bar, accessories, etc.  > Approx. Area: 600 sq. ft.  Elastomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.	The			I	I	I
Slab Waterproofing and Drainage   Prepare slab surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection board, and drainage board as indicated on Drawings. If required, substitute with pedestrian deck coating at entrance vestibule.   Approx. Plan Area: 3,000 sq. ft	18	Supply and install rigid insulation to raise southwest podium and planter box to match adjacent grade and	L.S.	N/A	N/A	
Prepare foundation wall surfaces and install 2-ply hot rubberized waterproofing. Price to include all detailing, fastener bar, accessories, etc.  > Approx. Area: 600 sq. ft.  Elastomeric Acrylic Wall Coating Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.  Ag. ft. 600  L.S. N/A N/A	19	Slab Waterproofing and Drainage Prepare slab surfaces and vertical upturns and install 2-ply hot rubberized waterproofing, protection board, and drainage board as indicated on Drawings. If required, substitute with pedestrian deck coating at entrance vestibule.	L.S.	N/A	N/A	
Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall surfaces as indicated on Drawings.	20	Prepare foundation wall surfaces and install 2-ply hot rubberized waterproofing. Price to include all detailing, fastener bar, accessories, etc.	sq.ft.	600		
	21	Supply and install elastomeric acrylic coating on exposed curb and above-grade foundation wall	L.S.	N/A	N/A	
	22	Interior Insulation Replacement	sf	500		



	Remove and replace existing interior soffit mounted insulation to match existing where disturbed to facilitate work, damaged and at infill locations as directed by the Consultant.  > Approx. Area: 500 square feet				
23	Interior Spray Insulation Replacement Remove and install new insulation to match existing where disturbed to faciliate work, damaged and at infill locations as directed by the Consultant.	sf	400		
F:	> Approx. Area: 400 square feet				
FIII	ishes				
24	Entrance Vestibule/ Skylight Wall Supply and install sheet membrane, prefinished metal flashing, exterior finished glass fiber gypsum wall board, sealants, and elastomeric acrylic coating adjacent east skylight infill, as indicated on the drawings.	L.S.	N/A	N/A	
	Interior Finishes				
25	Remove deteriorated GWB and acoustic ceiling tile finishes and reinstate with new similar to existing and install new finishes at infilled skylight openings and foundation walls with existing finishes removed prior to start of work. Cap, reroute, and supplement electrical and mechanical services affected by the work, if any.	L.S.	N/A	N/A	
	Interior Painting				
26	Prime and paint affected GWB finishes to match adjacent colours and gloss. Provide orthogonal masked and blended terminations.	L.S.	N/A	N/A	
Dra	ainage				
	Podium Deck Area Drains				
27	Remove and dispose of existing drains where present and supply and install new galvanized bilevel drains at localized low points where directed by the Consultant.	ea.	5		
	New Drainage Piping				
28	Supply and install new drainage piping to connect new drains to existing drainage system. Price to include all elbows, tees, connections, etc. Removal and reinstatement or rerouting of existing under-slab services not included.	lf	100		
	> Approx. Length: 100 linear feet				
Ext	Exterior Improvements				
	Podium Deck Perimeter Landscaping				
29	Prepare subgrade, install granular backfill, and install hard and soft landscaping as indicated on the Drawings.	L.S.	N/A	N/A	
30	Material Testing Cash Allowance	L.S.	N/A	N/A	\$5,000.00
31	Hazardous Material Abatement Allowance	L.S.	N/A	N/A	\$15,000.00



(Sum of Items 1 to 31) Subtotal (Excluding H.S.T.)	\$	
H.S.T. (13%)	\$	
Total Price (Including H.S.T.)	\$	
*Transfer the Subtotal and Total Price to page 1 Bid Form		

#### **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	Other Exterior Works: Building Sign Relocation: Supply and install concrete foundations and base plates and relocate building sign as shown on the Drawings. Fabrications and modifications required to attach signage to new foundation to be included.	\$
P-2	Fence Enclosure: Construct fence enclosure on new foundations beneath walkway as indicated on Drawings. Work includes all door and fence hardware and accessories. Components, including steel fence mesh to be heavy duty, exterior rated. Provide Engineered fabrication/ shop drawings.	\$
P-3	Other Electrical Works: Lighting Demolition: Remove and dispose of existing soffit mounted exterior lighting as shown on the drawings.  Lighting Installation: Installation of all new lighting fixtures on the entrance vestibule soffit and exterior wall surfaces. Contractor to verify/ test existing cabling, conduits, and their connections to building power systems Price to include installation of new photocell lighting control.	\$
P-4	Other Electrical Works: If existing building wiring is found to be defective during verification, provide separate price for replacement of the wiring in accordance with the Drawings and Specification	\$



#### **SECTION 1 – SUBMISSION INSTRUCTIONS**

#### 1.0 Introduction

Quotations are invited for the repair and protection of the podium deck and basement areas of Fairbank Memorial Community Centre located at 2213 Dufferin Street in the City of Toronto.

#### 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 2 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
- 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.
- 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.
- 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: <a href="mailto:Cristian.Lukaszyk@toronto.ca">Cristian.Lukaszyk@toronto.ca</a> 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	March 11, 2025
Bidder's Meeting	March 20, 2025 at 11 am



Event	Date /Time
Deadline for Questions	Three (3) business days before submission deadline.
	March 28, 2025
Submission Deadline	April 2, 2025
Anticipated Award Date	June 2, 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

- 1. Suppliers are required to attend a mandatory meeting to familiarize themselves with the required Deliverables. The mandatory meeting will take place at 11 A.M. local time on March 20, 2025 at, Fairbank Memorial Community Centre, 2213 Dufferin St, York, Toronto. The City's Representative, Raji Puthurath, Senior Project Coordinator (phone: 416-395-1040), Raji.puthurath@toronto.ca will meet Suppliers at Front lobby.
  - 4 Meetings <u>will not be</u> 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.
  - 5 Suppliers must sign the attendance sheet at the mandatory meeting during the designated date and time for their Bid to be considered.
  - 6 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.
  - 7 <u>Bids submitted by Suppliers that do not attend the mandatory meeting or fail to sign the</u> attendance sheet shall be declared non-compliant.
  - 8 Suppliers will be provided a full set of drawings at bidders meeting.

## 6.0 Mandatory Requirements : NA

#### 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.
- 8.11 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 it's sole discretion, to terminate the business arrangement with the Supplier.

8.12 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.

#### 8.13 Insurance and Bonds

- 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.
- 9 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 The Fairbank Memorial Community Centre, constructed in 1949, is a two-story facility with a gross floor area of 1,700 square meters. The building features a combination of masonry brick, metal cladding, a loose ballast EPDM roof, a metal roof, a green roof, and a reflective two-ply modified bitumen roof. Significant renovations and expansions were made in 1991, followed by the addition of Bocce Courts in 1999 and the construction of a Gymnasium atop the Bocce Courts in 2001. The facility's lower floor houses multipurpose rooms, a kitchen, washrooms, and the Bocce Courts, while the upper level contains the Gymnasium, along with several offices and halls. In 2012, the podium roof above the multipurpose room was replaced, and a green roof was added. Recently, water leakage has been reported from the podium roof and the perimeter walls of the multipurpose room, leading to ceiling and flooring damage.

#### 10.0 Scope Of Work

The scope of work involved in this Quotation Request shall consist of the supply and installation of all materials as detailed on the project drawings and Specifications; including all labour, tools and equipment necessary for the completion of the Work. No equipment, labour, materials or storage facilities shall be provided by the City unless noted otherwise on the project drawings.

The Contractor shall furnish all material, equipment, tools, labour and supervision necessary to carry out Podium Roof Rehabilitation, and associated work at the Fairbank Memorial Community Centre, 23 Dufferin Street, Toronto, as per attached specifications and drawings, found in Appendix B, Project Specifications and Drawings.

## 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
Project award and start up meeting	July 3, 2025
Construction start & site handover	August 25, 2025
for construction	-
Recuring construction site review	TBD
meetings	
Substantial Performance Meeting	October 20, 2025
Total Performance meeting	November 20, 2025
Warranty review meeting	TBD

#### 14.0 Appendix B – Work Assignment Reference Documents

Work Assignment reference documents are listed in Appendix B



Project Drawings: Work Assignment-25-PFR-CAP-GC-004-Fairbank Memorial CC-Drawings

Project Specifications: Work Assignment-25-PFR-CAP-GC-004-Fairbank Memorial CC-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: Raji Puthurath

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 1<sup>st</sup>, 2019. Refer to Executed Master Roster Agreement.

#### 17.0 Terminology

#### 17.1 **Definitions**

.1 N/A



# 18.0 Work Assignment General Conditions

Refer to Executed Master Roster Construction Agreement where applicable.

Row	Input Information	Reference	Description
A. Nam	es and Information		
A.1	Project	Sch. C, Definition 82 & GC 3.8.2.3(1)	Fairbank Memorial Community Recreation Centre-Water leak repairs-Podium deck rehabilitation
A.2	Site	Definition 97	Fairbank Memorial Community Centre, 2213 Dufferin St., Toronto.
A.3	Notice information	GC 1.6.1.1, 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	Cristian Lukaszyk, Senior Project Manager 416-392-8156 cristian.lukaszyk@toronto.ca  Raji puthurath Senior Project Coordinator Raji.puthurath@toronto.ca  Clement Chan, Project Engineer Read Jones Christoffersen Ltd. 647-417-1053 cchan@rjc.ca
A.4	Identity of Contract Administrator	Sch. C, Definition 24	Clement Chan, Project Engineer Read Jones Christoffersen Ltd. 647-417-1053 cchan@ric.ca
A.5	Identity of Owner Representative	Sch. C, Definition 72	Raji Puthurath Senior Project Coordinator Raji.puthurath@toronto.ca
A.6	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT
A.7	Term	Sch. C, Definition 112	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT



Row	Input Information	Reference	Description				
A.8	Number of Prequalified Suppliers on the Roster	Sch. B. s. 3.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
B. Prici	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	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
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	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
B.3	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
B.4	Total Cumulative T&M Percentage Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on changes in the Work performed by Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)	Sch. E, s. 3.3.2	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
B.5	Markup for Cash Allowance overages	GC 6.1.4	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
B.6	Amounts of Delay Liquidated Damages	GC 7.6.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				
B.7	Changes in the Work on a Time & Material Basis	Sch. E, s. 3	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT				



Row	Input Information	Reference	Description			
B.8	Schedule A Schedule of Prices for Changes in the Work	Pricing Form	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			
B.9	Invoice Period	Sch. C, Definition 55	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			
B.10	Giving of a Proper Invoice	GC 5.3.1	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			
C. Date	s, Time Periods and Deadlines	3				
C.1	Effective Date	Sch. C, Definition 40	Date of award			
C.2	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			
C.3	Key Work Milestones	Sch. C, Definition 57	<ol> <li>Contract Award by June 2025;</li> <li>Construction Period from August 25, 2025 to October 20, 2025;</li> <li>Substantial Completion by October 20, 2025;</li> <li>Total Completion and Handover by End of November 2025</li> </ol>			
C.4	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 93	October 20, 2025			
C.5	Scheduled Date for Total Performance of the Work	Sch. C, Definition 94	November 20, 2025			
C.6	Warranty Period	Sch. C, Definition 121	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			
C.7	Working Days	Sch. C, Definition 126	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			
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. Insu	D. Insurance, Contract Security, Bonds and Contractual Holdback					
D.1	Insurance Coverages	GC 8.1.1.1, GC 8.1.1.2,	REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT			



Row	Input Information	Reference	Description			
		GC 8.1.1.3 & GC 8.1.3				
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. Misc	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

- 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).
- 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.
- 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:
  - 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 doublesided 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.
- 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.
- 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.
- 14 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.
- Purchase of products manufactured in factories where children are used as salve labour or other exploitative circumstances which impede child development.
- 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 exploitive circumstances which impedes child development.
- 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 exploitive 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.
- 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:

## 19 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 <u>200016-020.adc.doc</u> (toronto.ca)..

# 20 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 subcontracted 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.

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, 18<sup>th</sup> 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:

- 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 OHSA, 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.



## 21 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
- Appendix D Contractor Performance Form
   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: <a href="https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/">https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/</a>
- (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. <a href="http://www.toronto.ca/legdocs/municode/1184">http://www.toronto.ca/legdocs/municode/1184</a> 140.pdf
  - b. <a href="https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/interpretation-and-advisory-bulletins/">https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/</a>
- (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;

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- 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, reenacted 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

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- 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

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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: <a href="https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/">https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/</a>.

# 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:
  - 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



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- 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.

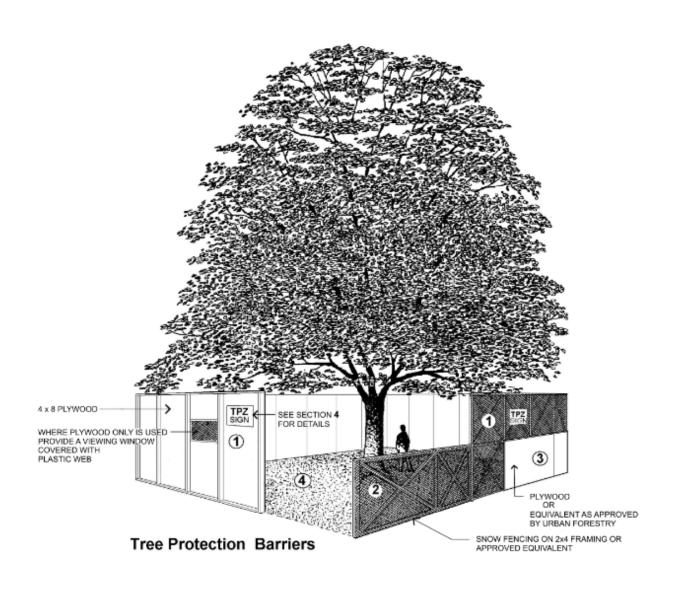


# **APPENDIX B – Work Assignment Reference Documents**

Work Assignment-25-PFR-CAP-GC-004-Fairbank Memorial CC-Drawings
Work Assignment-25-PFR-CAP-GC-004-Fairbank Memorial CC- Specifications
Click here to enter Work Assignment Documents (if required)



# 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 arborist<sup>1</sup> 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:

- <u>Street Tree By-law</u>, 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 <u>Parks By-law</u>, 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 <a href="https://www.toronto.ca/trees">www.toronto.ca/trees</a>.

### **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.

<sup>&</sup>lt;sup>1</sup> 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.

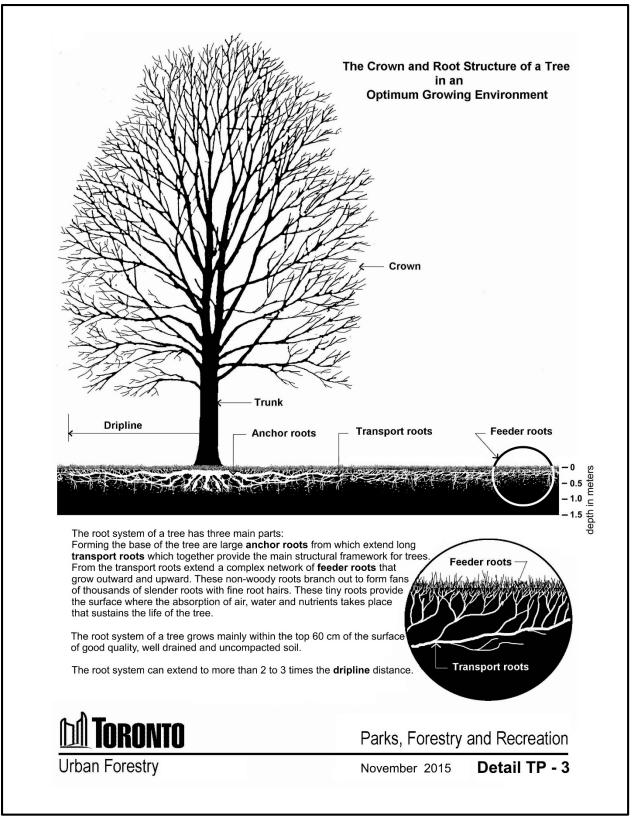


Figure 1: Urban Forestry Detail TP-3

### 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) <sup>1</sup>	Minimum Protection Distances Required <sup>2</sup>	Minimum Protection Distances Required
	City-owned and Private Trees	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 line4 or 1.2 m
10- 29 cm	1.8 m	The drip line or 3.6 m
$30^3 - 40 \text{ cm}$	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	12cm protection for each 1 cm
	diameter	diameter or the drip line <sup>5</sup>

Table 1: Minimum Tree Protection Zone (TPZ) Determination

- <sup>1</sup>Diameter at breast height (DBH) measurement of tree stem taken at 1.4 metres (m) above the ground.
- <sup>2</sup>MinimumTree Protection Zone distances are to be measured from the outside edge of the tree base.
- <sup>3</sup>Diameter (**30** cm) at which trees qualify for protection under the Private Tree By-law.
- <sup>4</sup>The drip line is defined as the area beneath the outer most branch tips of a tree.
- <sup>5</sup>Converted 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:

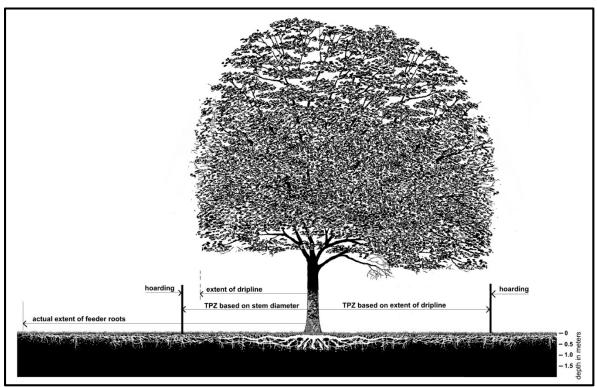


Figure 2: Minimum Tree Protection Zone (TPZ) Determination

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 subcontractors 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 sluice, 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



Parks, Forestry & Recreation

### **Tree Protection Zone (TPZ)**

All construction related activities, including grade alteration, excavation, soil compaction, any materials or equipment storage, disposal of liquid and vehicular traffic are NOT permitted within this TPZ.

This tree protection barrier must remain in good condition and must not be removed or altered without authorization of City of Toronto, Urban Forestry.

Concerns or inquiries regarding this TPZ can be directed to: 311 or 311@toronto.ca

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 a 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 <a href="mapsales@toronto.ca">mapsales@toronto.ca</a>. 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:

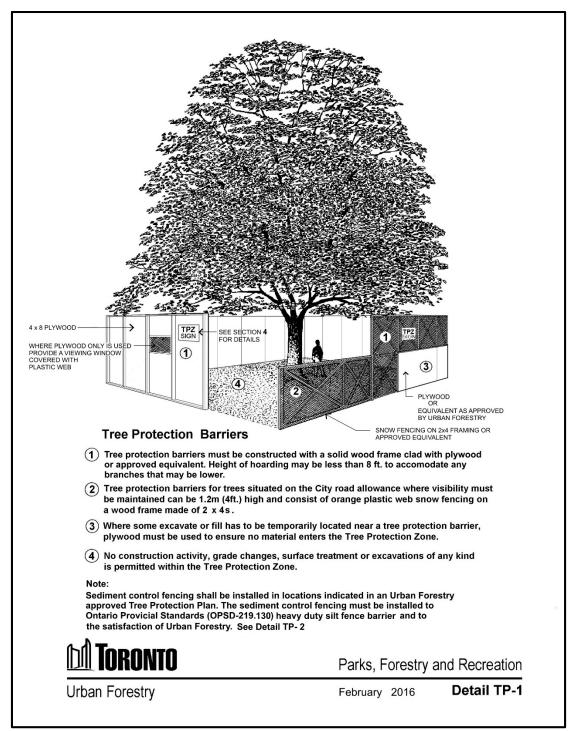


Figure 4: Urban Forestry Detail TP-1

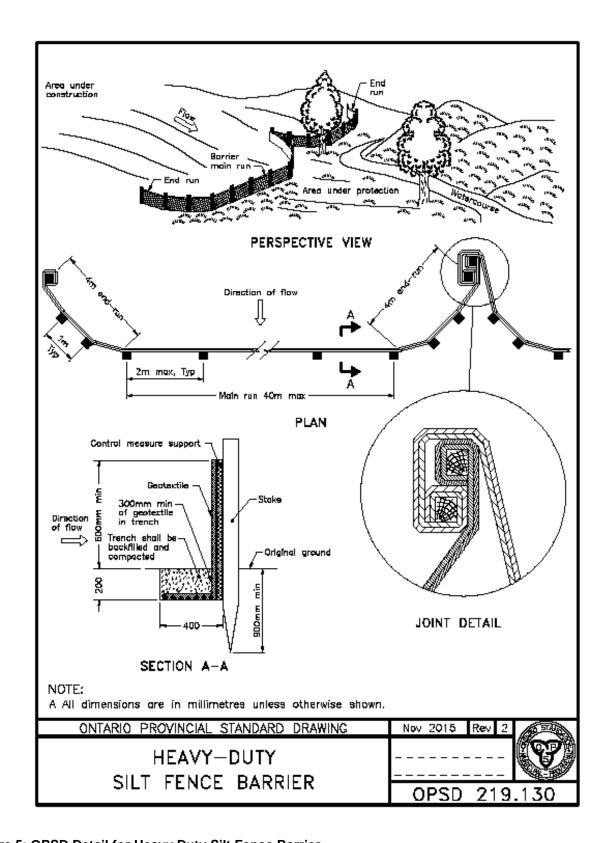


Figure 5: OPSD Detail for Heavy Duty Silt Fence Barrier

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

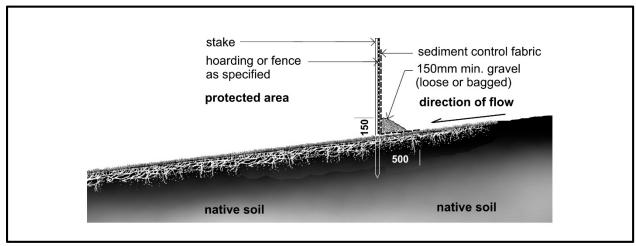


Figure 6: Sediment control barriers for use over tree root zone

### 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 <a href="https://www.toronto.ca/trees">www.toronto.ca/trees</a>. 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 tree<sup>2</sup>. 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 <u>Endangered Species Act</u> (S.O. 2007, c.6) available on the Government of Ontario website at <a href="http://www.ontario.ca/laws/statute/07e06/v1">http://www.ontario.ca/laws/statute/07e06/v1</a>. A permit to injure or remove a butternut tree must be obtained from the <u>Ministry of Natural Resources and Forestry Ontario</u>.

<sup>&</sup>lt;sup>2</sup> 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 <a href="https://www.toronto.ca/trees">www.toronto.ca/trees</a>.

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, 3<sup>rd</sup> Floor Toronto, ON, M2N 5V7 Telephone: 416-395-6670

Fax: 416-395-7886 <a href="mailto:tpprnorth@toronto.ca">tpprnorth@toronto.ca</a>

#### **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, 5<sup>th</sup> Floor Toronto, ON, M1P 4N7 Telephone: 416-338-5566

Fax: 416-396-4170 <a href="mailto:tppreast@toronto.ca">tppreast@toronto.ca</a>

### **Toronto and East York District**

50 Booth Avenue, 2<sup>nd</sup> Floor Toronto, ON, M4M 2M2 Telephone: 416-392-7391

Fax: 416-392-7277 <a href="mailto:top:rsouth@toronto.ca">tpprsouth@toronto.ca</a>

### **Ravine and Natural Feature Protection**

### **General Enquiries**

Telephone: 416-392-2513

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

### Office Location

18 Dyas Road, 1<sup>st</sup> Floor Toronto, ON, M3B 1V5

Areas regulated under Ravine and Natural Feature Protection By-law can be viewed using the <a href="City's mapping tool">City's mapping tool</a> available at <a href="www.toronto.ca/trees">www.toronto.ca/trees</a>.

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(.oquilou for Fillal Offly)	NOTE: If the contractor disagrees with this evaluation, it is to submit its	objections in writing with supporting ev	idence within f	ive (5	) busir	ness da	ays to	the Di	vision
	Manager (for Interim Reports) or to the Division Director (for Final Repor	ts)							

则	TORONTO CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15		<u>Date:</u>
EX EE ME	<ul> <li>EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality</li> <li>EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all</li> <li>MEETS EXPECTATIONS - Consistently met expectations in all</li> </ul>	nore essential areas of responsibility. Usually requires some additional staff time and resources.	
	oc #s wherever possible. Comments for I, ME, EE ranks are op		etc. Provide
٩.	SAFETY & COMPLIANCE - Laws & Standards	COMMENTS/BACKUP	
<b>A</b> 1	Did the contractor comply with OHSA requirements?	7	ranking = N/A
	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.		
42	Did the contractor adhere to environmental, (non-OHSA) safety re	equirements, and other laws & policies?	ranking = N/A
	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.		
43	Did the contractor take adequate precautions with any hazardous	materials and designated substances?	ranking = N/A
	EX - Performance in this area can not be Exceptional EE - Strict compliance with City's designated substances policy, contract requirements for hazardous materials, policies and 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.		
В.	QUALITY - Compliance with Contract Standards & Specif	cications COMMENTS/BACKUP	
31	Did the contractor comply with standards and specifications in the		ranking = N/A
	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.		

лŊ	Toronto	CPE Definitions & Comments/Backup -		<u>Date:</u>
		version 1.2 - Feb 25-15	ity of performance and work in all areas of responsibility adding value to the project.	
EE :	- EXCEEDS EXP	<b>ECTATIONS</b> - Consistently exceeded expectations in all 6	essenital areas of responsibility and quality of performance and work overall excellent	
- 1	MPROVEMENT NEE	EDED - Performance failed to meet expectations in one or mo	essential areas of responsibility with few if any issues.  ore essential areas of responsibility. Usually requires some additional staff time and resources.	
<b>U</b> -	UNSATISFACTO	<b>PRY</b> - Consistently below expectations in most essential area	as of responsibility. Usually requires much additional staff time and resources.	
		EX, Evaluator's must provide comments with coossible. Comments for I, ME, EE ranks are opti	details and links to specific minutes, consultant reports, memos, log notes ional.	etc. Provide
2	Was the quality	and workmanship in compliance with the contract o	documents?	ranking = N/A
	EX - Superior wo substitutions add	rkmanship and quality. Creative, approved value.		
	EE - Workmansh contract documer	hip is excellent and meets peak requirements of the hts.No rework.		
		olems and defects. The majority of workmanship is minimum requirements of the contract documents.		
		f work is satisfactory in compliance with the contract		
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	I - Unacceptable	work is eventually corrected to the satisfaction of the me additonal staff time/resources.		
	U - Does not ack	nowledge or correct problems. Little or no response tive work and repeated field directives. Requires much		
	additional staff tim			
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	ORGANIZATIO	ON - Work Plan and Management	COMMENTS/BACKUP	
1		or submit a satisfactory baseline schedule in comp		ranking = N/A
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		e, accelerating the project. ubmitted baseline schedule and all submissions on		
		ubmitted majority of submissions and baseline		
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	U - No satisfactor	y baseline schedule submitted and very few nitted on time, causing problems. Requires much		
	additional staff tim			
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2	Did the contractor	or commence the work on time?		ranking = N/A
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		pilizes and commences work according to the contract		
		w to mobilize and does not commences work		
		contract requirements, resulting in major delay. n is not applicable to this evaluation.		
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3		or submit schedule updates in accordance with the ubmits timely, accurate schedule updates in	contract?	ranking = N/A
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	U - The contracto	r frequently submits schedule updates late, inaccurate ance with the contract. Requires much additional staff		
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	i .	l l		

Ŋ	<b>CPE Definitions &amp; Comments/Backup</b> - version 1.2 - Feb 25-15		<u>Date:</u>
X · VE -   J -	EXCEPTIONAL - Far exceeded expectations due to exceptionally high qual EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all MEETS EXPECTATIONS - Consistently met expectations in all MPROVEMENT NEEDED - Performance failed to meet expectations in one or multiplication of the consistently below expectations in most essential are	nore essential areas of responsibility. Usually requires some additional staff time and resources.	to Provide
	c #s wherever possible. Comments for I, ME, EE ranks are opt		ic. Provide
1	Did the contractor adequately staff and resource the project in cor	mpliance with the contract? r	ranking = N/A
	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 signifcant 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.		
5	Did the contractor provide adequate & competent site supervision	?	ranking = N/A
	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.		
3	Did the contractor effectively coordinate and manage the work of i	Its subcontractors?	ranking = N/A
	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.		
,	Did a person with decision-making authority represent the contrac	tor at pay/progress meetings?	rank = N/A
	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.		
3	Did the contractor submit timely, relevant requests for information	(RFIs) as needed?	ranking = N/A
	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.		

JN.	TORONTO CPE Definitions & Comments/Backup - version 1.2 - Feb 25-15		<u>Date:</u>
EX - EE - ME	<b>EXCEPTIONAL</b> - Far exceeded expectations due to exceptionally high qual <b>EXCEEDS EXPECTATIONS</b> - Consistently exceeded expectations in all <b>exceptions</b> - <b>MEETS EXPECTATIONS</b> - Consistently met expectations in all <b>expectations</b> in all <b>expe</b>	ore essential areas of responsibility. Usually requires some additional staff time and resources.	
	ranks of U and EX, Evaluator's must provide comments with one of the comments with one of the comments for I, ME, EE ranks are opt	details and links to specific minutes, consultant reports, memos, log notes etc. F ional.	Provide
9	Were shop drawings submitted according to shop drawing schedul	e and in compliance with the contract?	ing = N/A
	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.		
	EXECUTION - Work Performance	COMMENTS/BACKUP	
1	Did the contractor complete the project on time?	ranki	ing = N/A
	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.		
2	Did the contractor follow the approved schedule and meet milestor	ranki	ing = N/A
	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.		
3	Did the contractor provide effective quality control?	ranki	ing = N/A
	EX - Exceptional QA/QC. No deficiencies. Adds value to Project. EE - Excellent QA/AC. 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.		
4	Did the contractor keep the site clean and free of trash and debris	in compliance with the contract? ranki	ing = N/A
	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 visibile trash and debris N/A - The question is not applicable to this evaluation.		
5	Did the contractor promptly comply with change orders, change dir	ectives, site instructions, and RFQs? ranki	ing = N/A
	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.		

лŊ.	TORONTO  CPE Definitions & Comments/Backup -  version 1.2 - Feb 25-15		<u>Date:</u>
EX - EE - ME -	EXCEPTIONAL - Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.  EXCEEDS EXPECTATIONS - Consistently exceeded expectations in all essenital areas of responsibility and quality of performance and work overall excellent  - MEETS EXPECTATIONS - Consistently met expectations in all essential areas of responsibility with few if any issues.  MPROVEMENT NEEDED - Performance failed to meet expectations in one or more essential areas of responsibility. Usually requires some additional staff time and resources.  JNSATISFACTORY - Consistently below expectations in most essential areas of responsibility. Usually requires much additional staff time and resources.		
	ranks of U and EX, Evaluator's must provide comments with details and links to specific minutes, consultant reports, memos, log notes of the second state of the second se	etc. Provid	е
ŝ	Did the contractor seek authorization to perform extra or additional work?	ranking =	N/A
	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.	-	
7	Did the contractor adequately address disputes, damages and claims with third parties to City PM's knowledge	ranking =	N/A
	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.	Ţ.	
	Was the quality and submission timelines of the following items acceptable?		
8.1	•	ranking =	
8.2		ranking =	
3.3		ranking =	
3.4	· · · · · · · · · · · · · · · · · · ·	ranking =	
3.5	Startup testing and commissioning reports	ranking =	N/A
3.6	Training plan and manuals	ranking =	N/A
	the project.  EE - All submissions on time and of excellent quality.  ME - Most submissions on time and of good quality. Remaining revised and resubmitted quickly.  I - Some submissions 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.		
	ADMINISTRATION - Contractor Performance and Diligence COMMENTS/BACKUP		
1	Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?	ranking =	N/A
	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.		
2	Did the contractor participate in resolving project problems and display initiative to implement solutions?	ranking =	N/A
	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.		

ᄱ.	CPE Definitions & Comments/Backup -		Date:
	version 1.2 - Feb 25-15		
EE - ME - II	<b>EXCEEDS EXPECTATIONS</b> - Consistently exceeded expectations in all <b>MEETS EXPECTATIONS</b> - Consistently met expectations in all <b>expectations</b> in all <b>expe</b>	ore essential areas of responsibility. Usually requires some additional staff time and resources.	
	ranks of U and EX, Evaluator's must provide comments with $\mathfrak c$ #s wherever possible. Comments for I, ME, EE ranks are opt	details and links to specific minutes, consultant reports, memos, log notes ional.	etc. Provide
3	Did the contractor demonstrate accountability for problems for which they where r	esponsible?	ranking = N/A
	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, ommisions, 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.		
4	Did the contractor submit accurate, complete invoices in a timely manner?		ranking = N/A
	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.		
5	Did the contractor provide competitive change order pricing?		ranking = N/A
	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.		Ü
3	Did the contractor accept responsibility for the full scope and extent of the contrac	1?	ranking = N/A
	EX - Complete acceptance of their scope and financial responsibility. No ommissions, no arguments. Value added to project by suggestions improving scope or reducing City cost.  EE - Complete acceptance of their scope and financial responsibility. No ommissions, no arguments.  ME - Good acceptance of their scope and financial responsibility. Few ommissions and few arguments most resolved to City's satisfaction I - Poor acceptance of their scope and financial responsibility. Several ommissions and several arguments; some not resolved to City's satisfaction. Requires some additional staff time/effort.  U - Poor acceptance of their scope and financial responsibility. Many ommissions 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.		
7	Did the contractor coordinate to minimize disruption to the public and City operation	ons?	ranking = N/A
	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.		-

### Appendix E - Contractor Inventory Form

### Facility Name:

	119 110		= 1 5 1										
			Year instal	Life expect						Quantity	Warrantee		
ID	Section ID	Section Name	Year	Life	Cost (000s)	Description	Make	Model	Ser #	Quantity Units	expiry date		
1	1.1	Foundation/structure											
70	1.1.1	Foundation block											
71	1.1.2	Foundation Concrete											
72	1.1.3	Foundation - other											
2	1.2	Structural/Framing											
73	1.2.1	Structural Concrete											
74	1.2.2	Structural Steel											
75 301	1.2.3	Structural Timber Structural Timber											
302	1.2.5	Conventional Wood Frame											
303	1.2.6	Other											
303	1.2.0	onei											
3	1.3	Windows/Glazing/Doors											
48	1.3.1	Exterior Doors											
76	1.3.2	Overhead doors											
77	1.3.3	Windows											
78	1.3.4	Skylights											
204	1.3.5	Security Grates/Gates											
4	1.4	Envelope											
50	1.4.1	Sealant/Caulking											
205	1.4.2	Painting/Finishes											
206	1.4.3	Glass Block											
268	1.4.4	Masonry											
269	1.4.5	Cladding/Siding											
304	1.4.6	Metal Cladding											
305 306	1.4.7	Stone Veneer Siding											
307	1.4.9	Other											
307	1.4.5	ottei											
5	1.5	Roofing											
46	1.5.1	Eavestrough and Downpipe											
47	1.5.2	Soffit and Fascia											
308	1.5.3	PVC											
309	1.5.4	EPDM											
310	1.5.5	BUR											
311	1.5.6	Sloped Asphalt Shingles											
312	1.5.7	Sloped Metal											
313	1.5.8	Other											
211	1.6	Service Vaults/Chambers											
270		I-Ai											
<b>270</b>	2.1	Interior Doors											
314	2.1.1	Metal											
315	2.1.2	Overhead doors - Smaller											
316	2.1.3	Overhead doors - Larger											
317	2.1.4	Wood											
318	2.1.5	Glass											
7	2.2	Partitions and Finishes											
319	2.2.1	Partitions and Finishes - Metal Washroom Cubicles											
320	2.2.2	Partitions and Finishes - Wood Washroom Cubicles											
321	2.2.3	Partitions and Finishes - Folding Partitions											
8	2.3	Flooring											
322	2.3.1	Vinyl Composite Tile											
332	2.3.10	Concrete											
349	2.3.10	Concrete Floor Replacement											
333	2.3.11	Other											
323	2.3.2	Ceramic Tiles		-									
324 325	2.3.3	Carpet											
325	2.3.4	Hardwood Plywood											
327	2.3.6	Vinyl Sheathing											
328	2.3.7	Terrazzo											
329	2.3.8	Liquid Applied											
									•				

			rear install	Life expect						Quantity	Warrantee
ID	Section ID #	Section Name	Yea	Life	Cost (000s)	Description	Make	Model	Ser#	Units	expiry date
330		Rubber Mat									
331	2.3.9	Concrete - Floor Painting or Coating	-								
	2.4	Interior Floresch	+								
9 01	2.4.1	Interior Elements									
81 82		Ceilings Interior walls									
10		Millwork									
334		Solid Wood									
335	2.5.2	SS Countertop									
336	2.5.3	Laminated MDF									
337	2.5.4	Millwork									
11	2.6	Specialties									
338	2.6.1	Specialties - Benches									
339	2.6.2	Specialties - Metal Cabinets									
340		Specialties - Furniture									
342	2.6.5	Specialties - Other									
92		Stairs, handrails, guards	+	1							
83 84	2.7.1	Interior Stairs	+								
85		Int. Guards and Railings Int. Suspended Platforms	+	<u> </u>							
86		Int. Ladders	1								
	24										
207	2.8	Int. Equipment									
208		Scoreboard									
209		Bleachers/Seating									
343	2.8.3	Other									
13	3.1	Mechanical & HVAC									
14	3.1.1	Mechanical - other									
195	3.1.2	General Exhaust									
111		Kitchen Exhaust									
112		Forced Air Cooling									
113		Forced Air Heating									
114	3.1.6	Kitchen Make-Up									
115 116	3.1.7	Heating System Thermostats									
117	3.1.9	Central HVAC Control									
118		Washroom Exhaust									
119	3.1.11	De-humidification									
120		Makeup Air Heaters									
103		Elevator shaft and equipment									
196	3.1.14	Elevator Cab									
210	3.1.15	Grills/Louvers									
215	3.1.16	Ductwork									
			1								
15		Plumbing	1	ļ							
90		Water Service/Piping	+								
91	3.2.2	Domestic Hot Water Heating	+	1						-	
92		Storage tanks	+								
49 93	3.2.4	Plumbing Fixtures	+								
122		Kitchen Fixtures Sanitary Drainage	+								
123		Storm Drainage	1								
124		Gas Service	1								
125		Safety Fixtures	1								
126		Water Tank									
127	3.2.11	Insulation									
194		Sump Pumps									
16	3.3	Electrical									
128	3.3.1	Incoming Electrical Service									
129	3.3.2	Utility Transformer									
130		Main Distribution	$\perp$	ļ	1						
131	3.3.4	Lightning Protection									

			nstall	xpect							
ID	Section ID #	Section Name	Year instal	Life exped	Cost (000s)	Description	Make	Model	Ser#	Quantity Units	Warrantee expiry date
132	3.3.5	Transformers	<b>&gt;</b>		Cost (000s)	Description	iviake	iviouei	3ei #	Offics	expiry date
133	3.3.6	Power Panels									
134	3.3.7	Lighting Panels									
135	3.3.8	TVSS									
136	3.3.9	Standby Generator									
137	3.3.10	UPS									
138	3.3.11	Motor Controls and Switching									
139	3.3.12	Local Switching									
140	3.3.13	Receptacles									
141	3.3.14	Indicator Panels									
142	3.3.15 3.3.16	Elec. Other Wiring									
212	3.3.17	Grounding									
350	3.3.18	Control Panels									
17	3.4	Lighting									
144	3.4.1	Interior Lighting									
145	3.4.1.1	HID									
146	3.4.1.2	Fluorescent									
147	3.4.1.3	Compact Fluorescent									
148	3.4.1.4	Incandescent									
149	3.4.2	Emergency Lighting									
151 152	3.4.3	Exit Lighting Lighting Controls									
153	3.4.5	Occupancy Sensors									
154	3.4.6	Central Lighting Control									
18	3.5	Pool Systems									
94	3.5.1	Pool Filters									
95	3.5.2	Pool Pumps									
96	3.5.3	Pool Piping/Valves									
98	3.5.4	Filter Room Piping/Valves									
97	3.5.5	Pool Heater									
99 100	3.5.6	Pool Water Supply Drainage									
101	3.5.8	Pool water Supply\Drainage  Mechanical Ventilation									
155	3.5.9	Pool Equipment									
156	3.5.10	Insulation									
213	3.5.11	Pressure Relief Valve/Gauges									
19	3.6	Pool Deck Piping									
20	3.6.1	Pool Tank & Deck									
79	3.6.2	Pool Shell Finish									
80	3.6.3	Pool Deck Finish									
21	3.7	Pool Filter									
22	3.7.1	Pool other Waterplay Feature									
214	3.7.2	Pool Slide									
	1										
23	3.8	Arena Refrigeration Systems									
157	3.8.1	Chillers									
166	3.8.10	Fire Box									
167	3.8.11	Ventilation		1							
168	3.8.12	Ammonia Detector									
169	3.8.13	Dual Relief Valve to Outside									
170	3.8.14	Dehumidification System							<u> </u>		
171	3.8.15	Bleacher Heating	-	1							
172 173	3.8.16	Refrigeration Storage Zamboni Room									
158	3.8.17	Condenser		1							
159	3.8.3	Compressors									
160	3.8.4	Brine Heating & Cooling		1							
161	3.8.5	Brine Pumps									
162	3.8.6	Valves									
163	3.8.7	Insulation									
164	3.8.8	Frost Barrier Heating									
		<del></del>				-					

1.50   2.8   3.9   Arean Databer Roards	intity Warrantee	Quantity						Life expect	Year instal			
A	nits expiry date	Units	Ser#	Model	Make	Description	Cost (000s)	Life	Yea			
25   3.9.2   Name other									<del>                                     </del>	Snow Melting	3.8.9	165
25   9.10   cms Sub									+	Arena Dasher Roards	3.9	24
26   3.9.2									+			
174												
1.14												
1.14												
1818   4.1.10   Springers		<u> </u>								Fire Alarm System/Safety Lighting		
1884   4.1.11   Risc Hose Calmetes		-							<b>├</b>			
185   4.1.32   Since Enginyalment									+			
180   4.1.13   1.1.									+			
187   4.1.14   Samese Connection												
188   4.1.5   Carbon Monosotic Detector									+			
1.12   1.12												
177   4.1.5   Selectors												
178   4.1.5										Thermal Detectors	4.1.3	176
179   4.1.6										Smoke Detectors	4.1.4	177
1810   4.1.7		<u> </u>							<del></del>	Bells		
1812   4.1.9   Fire Fump									<del></del>			
182   4.1.9   Fire Pump												
2.2   4.2   Fire Safety Plan									+			
189   4.2.1   Posted Plan		<del>                                     </del>							+			
29   4.3.1   Communication									+			
190   4.3.1   Voice Outlets									+			
91   4.3.2   Data Outlets									+			
192 4.3.3 P.A. System  30 4.4 Security System  31 4.5 Egress System  32 4.6 Others  33 4.7 M&E Testing  30 4.8 Designated substances  31 4.8 Fiel Tank  32 4.8 Designated substances  33 A.7 Aseric  4.8.1 Fiel Tank  4.8.1 Fiel Tank  522 4.8.2 Acyontrile  528 4.8.3 Arsenic  4.8.4 Asbestos  4.8.5 Benzene  4.8.5 Coke Over Emissions  529 4.8.7 Ethylene Oxide  529 4.8.10 Mercury  520 4.8.10 Mercury  530 4.8.10 Mercury  541 551.3 Silica  551 Perimeter Hard Surfaces  552 5.1.4 Vinyl Choinde  553 5.1.5 Driveway  554 5.1.5 Driveway  555 5.1.6 Uraling  557 5.1.4 Walkways  557 5.1.6 Uraling  558 5.1.5 Curbing  559 5.1.6 Drainage  560 5.2.1 Panel  560 5.2.2 Fixtures									1			
193												
193												
31   4.5   Egress System										Security System	4.4	30
32 4.6 Others 33 4.7 M&E Testing 4.7.1 IR\Themographic Testing 4.8.2 IR\Themographic Testing 4.8.3 IR\Themographic Testing 4.8.4 IR\Themographic Testing 4.8.3 IR\Themographic Testing 4.8.4 IR\Themographic Testing 4.8.5 IR\Themographic Testing 4.8.6 Coke Oven Emissions 4.8.7 IR\Themographic Testing 4.8.8 Isocyanates 4.8.9 IR\Themographic Testing 4.8.0 IR\Themographic Testing 4.8.0 IR\Themographic Testing 4.8.0 IR\Themographic Testing 4.8.1 IR\Themograph									<u> </u>	Security System	4.4.1	193
33   4.7   M&E Testing										Egress System		
102   4.7.1   IR\Themographic Testing		-							+			
104   4.8.1   Fuel Tank		-							+			
104   4.8.1   Fuel Tank									+	IK\Inemographic Testing	4.7.1	102
104   4.8.1   Fuel Tank									+	Designated substances	4.8	34
282       4.8.2       Acrylontrile												
284       4.8.4       Asbestos												
285       4.8.5       Benzene										Arsenic	4.8.3	283
286       4.8.6       Coke Oven Emissions										Asbestos	4.8.4	284
287       4.8.7       Ethylene Oxide <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td><u> </u></td> <td>Benzene</td> <td>4.8.5</td> <td>285</td>									<u> </u>	Benzene	4.8.5	285
288       4.8.8       Isocyanates       Isocyanates         289       4.8.9       Lead       Isocyanates         290       4.8.10       Mercury       Isocyanates         291       4.8.11       Silica       Isocyanates         292       4.8.12       Vinyl Chloride       Isocyanates         35       4.9       Health & Safety       Isocyanates         36       5.1       Perimeter Hard Surfaces       Isocyanates       Isocyanates         37       5.1.1       Driveway       Isocyanates       Isocyanates         38       5.1.2       Parking Lot       Isocyanates       Isocyanates         51       5.1.3       Line Marking       Isocyanates       Isocyanates       Isocyanates         57       5.1.4       Walkways       Isocyanates       Isocyanates       Isocyanates       Isocyanates         59       5.1.6       Outping       Isocyanates       Isocyanates       Isocyanates       Isocyanates       Isocyanates         39       5.2       Site Lighting       Isocyanates       Isocyanates </td <td></td> <td><u> </u></td> <td></td>		<u> </u>										
289       4.8.9       Lead <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>₩</td><td></td><td></td><td></td></t<>									₩			
290       4.8.10       Mercury		-					-		+			
291       4.8.12       Silica									+			
292       4.8.12       Vinyl Chloride          35       4.9       Health & Safety          36       5.1       Perimeter Hard Surfaces          37       5.1.1       Driveway          38       5.1.2       Parking Lot          51       5.1.3       Line Marking          57       5.1.4       Walkways          58       5.1.5       Curbing          59       5.1.6       Drainage          39       5.2       Site Lighting          60       5.2.1       Panel          61       5.2.2       Timer          62       5.2.3       Fixtures									+			
35       4.9       Health & Safety          36       5.1       Perimeter Hard Surfaces          37       5.1.1       Driveway          38       5.1.2       Parking Lot          51       5.1.3       Line Marking          57       5.1.4       Walkways          58       5.1.5       Curbing          59       5.1.6       Drainage          39       5.2       Site Lighting          60       5.2.1       Panel          61       5.2.2       Timer          62       5.2.3       Fixtures									+			
36       5.1       Perimeter Hard Surfaces          37       5.1.1       Driveway          38       5.1.2       Parking Lot          51       5.1.3       Line Marking          57       5.1.4       Walkways          58       5.1.5       Curbing          59       5.1.6       Drainage          39       5.2       Site Lighting          60       5.2.1       Panel          61       5.2.2       Timer          62       5.2.3       Fixtures									1			
37       5.1.1       Driveway												
38       5.1.2       Parking Lot										Perimeter Hard Surfaces	5.1	36
51       5.1.3       Line Marking										Driveway	5.1.1	37
57       5.1.4       Walkways		<u> </u>								Parking Lot		38
58       5.1.5       Curbing          59       5.1.6       Drainage          39       5.2       Site Lighting          60       5.2.1       Panel          61       5.2.2       Timer          62       5.2.3       Fixtures		<u> </u>							<del></del>			
59     5.1.6     Drainage       39     5.2     Site Lighting       60     5.2.1     Panel       61     5.2.2     Timer       62     5.2.3     Fixtures									+			
39 5.2 Site Lighting 60 5.2.1 Panel 61 5.2.2 Timer 62 5.2.3 Fixtures		-							+			
60     5.2.1     Panel       61     5.2.2     Timer       62     5.2.3     Fixtures		<del> </del>					-		+	Drainage	5.1.6	59
60     5.2.1     Panel       61     5.2.2     Timer       62     5.2.3     Fixtures									+	Site Lighting	E 2	20
61 5.2.2 Timer 62 5.2.3 Fixtures		<del>                                     </del>							+			
62 5.2.3 Fixtures									<u> </u>			
									1			
63 5.2.4 Standards												

ID	Section ID #	Section Name	Year instal	Life expect	Cost (000s)	Description	Make	Model	Ser#	Quantity Units	Warrantee expiry date
40	5.3	Signage									
64	5.3.1	Parking Signs									
109	5.3.2	Site Signs									
110	5.3.3	Other Signs									
41	5.4	Equipment									
105	5.4.1	Fountains									
106	5.4.2	Benches									
107	5.4.3	Waste Bins									
345	5.4.5	Other									
343	3.4.3	Otter									
44	5.5	Fencing									
66	5.5.1	Gate/Security									
108	5.5.2	Bollards									
346	5.5.3	Other									
53	5.6	Grounds/Site Work									
54	5.6.1	Site Drainage									
347	5.6.2	Other									
351	5.6.3	Planters									
55	5.7	Retaining Walls									
56	5.8	Deck\Porch									
88	5.8.1	Exterior Stairs									
87	5.8.2	Ext. Guards and Handrails									
89	5.8.3	Ext. Ladders									
348	5.8.4	Other									
42	6.1	Accessibility									
67	6.1.1	Parking Lot Ramp									
68	6.1.2	H.C. Parking									
69	6.1.3	Accessibility Other									
43	6.2	Barrier-free Washroom Fac.									
45	7.1	Tennis/Sports Pad surface									
296	7.1.1	Tennis Court Surface									
290	7.1.2	Basketball Court Surface	1	1				<del>                                     </del>			
	7.1.3			1							
298	7.1.4	Ballhockey Court Surface		1							
299 300	7.1.4	Volleyball Court Surface Other Court Surface									

### APPENDIX F 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

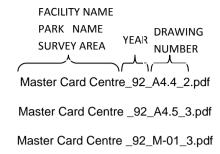
All information pertaining to the close-out of the project should be kept in this folder. This may include but is not limited to:

- 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)

### Parks Forestry and Recreation - Drawings File Naming and Transmittal Sheet Standard

Drawing files (PDF and AutoCAD) to be named as shown below:



### Parks Forestry and Recreation Close Out Drawings - Transmittal sheet

A list of AutoCAD and PDF files required at closeout are to be complied in a master Excel sheet database following the sample table below. CAD drawings and PDF drawings are to be on separate spread sheets.

### Sample table

LOCATION	FACILITY/ COMPONENT	YEAR	DWG #	DESCRIPTION	TYPE	FILENAME
BIRCHMOUNT C.C./POOL	COMMUNITY CENTRE	NY	TITLE	TITLE PAGE	Title	BIRCHMOUNTPARK_COMMCTR_NY_TITLE.PDF
BIRCHMOUNT C.C./POOL	COMMUNITY CENTRE	1992	M11	SCHEDULES	As Built	BIRCHMOUNTPARK_RECREATIONCENTRE_92_M11.PDF
BIRCHMOUNT C.C./POOL	COMMUNITY CENTRE	1992	M5	GROUND FLOOR PLAN, HVAC DUCTWORK	As Built	BIRCHMOUNTPARK_RECREATIONCENTRE_92_M5.PDF
BIRCHMOUNT C.C./POOL	COMMUNITY CENTRE	1992	M6	SECOND FLOOR PLAN, HVAC DUCTWORK	As Built	BIRCHMOUNTPARK_RECREATIONCENTRE_92_M6.PDF
BIRCHMOUNT C.C./POOL	COMMUNITY CENTRE	1992	M7	GROUND FLOOR PLAN, HVAC PIPING	As Built	BIRCHMOUNTPARK_RECREATIONCENTRE_92_M7.PDF
AGINCOURT LBC	LAWN BOWLING	1961	22-8	ELEVATION OF PROPOSED NEW CLUB HOUSE	As Built	AGINCOURTPARK_CLUBHOUSE_61_22-8.PDF
AILSA CRAIG PARKETTE	PARK	1986	2	SITE PLAN	As Built	AMESBURYPK_AILSACRAIGPARK_86_2.PDF
AILSA CRAIG PARKETTE	PARK	1986	3	PARK IMPROVEMENTS	As Built	AMESBURYPK_AILSACRAIGPARK_86_3.PDF
ALBION C.C./POOL	POOL	1964	2	PLANS OF GROUND AND MEZZANINE FLOORS	As Built	THISTLETOWN_SWIMMINGPOOL_64_2.DWG
ALBION C.C./POOL	POOL	1964	3	ELEVATIONS	As Built	THISTLETOWN_SWIMMINGPOOL_64_3. DWG
ALBION C.C./POOL	POOL	1964	4	WALL SECTIONS	As Built	THISTLETOWN_SWIMMINGPOOL_64_4. DWG
ALBION C.C./POOL	HEALTH CLUB	1990	M-1	PROPOSED AC SYSTEM	As Built	ALBION HEALTH CLUB_PROPOSED AC SYSTEM_90_M-1. DWG
ALBION C.C./POOL	HEALTH CLUB	1990	S1	STRUCTURAL ALTERATIONS FOR AC SYSTEM	As Built	ALBION HEALTH CLUB_STRUCTURAL ALTERATIONS _90_S1.  DWG

#### Legend

- Location Project location information from title block
- Facility/ Component Property or structure use
- Year year the drawing was completed as indicated on title block.
- Dwg # Drawing number as indicated on title block.
- Description Purpose of the drawing as indicated in title block
- Type drawing status
- Filename City File Naming Standard