



# Exhibition Place

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**THE BOARD OF GOVERNOR OF  
EXHIBITION PLACE  
OPERATIONS DEPARTMENT  
THE BOARD'S REPRESENTATIVE**

**CONSULTANTS KEY STANDARDS AND PROCEDURES MANUAL**

**Revised: February 21 2019**

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## **INTRODUCTION & DEFINITIONS**

This Consultants Key Standards and Procedures Manual ("Manual") outlines certain key standards and procedures which are to be followed closely by Consultants retained by The Board of Governors of Exhibition Place (the "Board") to provide Consultant Services (engineering, landscaping and /or architectural) relating to Capital Works projects at Exhibition Place ("Services").

This Manual will be provided to the Consultants as part of the Request for Proposal (RFQ) process.

Upon submitting a RFP and/or being retained by the Board through an agreement or purchase order, Consultants are urged to familiarize themselves with the contents and procedures outlined in this Manual and to keep this document on hand for use and reference.

This Manual is subject to revisions without notice. Consultants are to ensure that they follow the latest edition.

### **DEFINITIONS**

Throughout this Manual, unless inconsistent with the subject matter or context, the capitalized defined terms shall have the same meaning as stated in Section 1.2 of the RFP and in addition this Manual has the following definitions:

"Capital Works" means an operating division in the Operations Department at Exhibition Place that manages the capital works program;

"Contract" means the agreement between the Contractor and the Board to complete the construction project;

"Contractor" means the successful bidder of the public tendering process for construction issued by PMMD;

"PMMD" means the City of Toronto Purchasing and Materials Management Division of Finance Department;

"Capital Works Coordinator" means the staff person in Capital Works assigned to the day to day coordination of the project; and,

"Tender Documents" means the documents that form part of the public tendering process for construction of the project as issued by PMMD.

### **1.0 GENERAL**

- 1.1 All drawings, documents, invoices, correspondence, etc. pertaining to a Board project shall clearly indicate the (a) **Exhibition Place Contract No.;** (b) **Contract Name;** and (c) **Title all as assigned by the Board's Representative.**

All correspondence and invoices are to be addressed to:

**Capital Works Manager  
100 Princes' Boulevard, Suite 1  
Exhibition Place  
Toronto, Ontario  
M6K 3C3**

## **2.0 CONSULTING AGREEMENT**

- 2.1 The blank standard of the Agreement with the Consultant is provided as Appendix B of the RFP.
- 2.2 Following the Board's approval of the appointment of the Consultant through the RFP process, the Board's Representative will issue either the Agreement as provided in Appendix B of the RFP or a purchase order (following receipt of Certificate of Insurance for current professional liability coverage) to the Consultant and the Consultant shall then commence work immediately according to the Tentative Project Schedule as set out in Appendix F of the RFP.
- 2.3 The Consultant shall not make any changes to the Agreement after the RFP is accepted by the Board. Any proposed change to the Agreement or refusal to sign the said Agreement may result in termination of the Consultant.
- 2.4 The Board's Representative will forward the draft Agreement, if applicable, to City Legal Department for processing and the final Agreement, in triplicate, will be forwarded to the Consultant for execution.
- 2.5 The Consultant shall return all copies of Agreement to City Legal Department, together with **original** Certificate of Insurance for current professional liability coverage in accordance with the provisions of the Agreement. A final fully executed Agreement will be sent to the Consultant by the Board's Representative.

## **3.0 CONTRACT DRAWINGS (Schedule 1 & 2)**

- 3.1 The Board Representative will supply by email the standard drawing sheet and logo/title block, to be used by the Consultant for all CAD drawings pertaining to the project.
- 3.2 All drawings are to be provided in Computer Aided Drafting and Design (CAD) (Auto Cad 2007 or latest) format, unless a different format is specifically accepted by the Board's Representative.
- 3.3 Complete "As Built" drawings are to be submitted no later than **30 days** following completion of the project. These drawings shall be one set hard copy and one set digital copy provided on CD or USB Drive format.
- 3.4 All sets of drawings are to have a Title Sheet showing the information below. The format for the Title Sheet shall generally follow the sample in Schedule 1 in the following order:

- Princes' Gates Logo
- "THE BOARD OF GOVERNORS OF EXHIBITION PLACE, TORONTO"
- Operations Department, Capital Works Division
- Contract No. (Two Locations) – As assigned by Capital Works
- Contract Name & Title – As assigned by Capital Works
- List of Drawings
- Site Plan identifying the work location(s)

3.5 All sets of Tender Documents are to have a Cover Page. The format for the Cover Page shall follow the sample in Schedule 2.

#### **4.0 PRE-QUALIFICATION, TENDER DOCUMENTS, TENDER EVALUATION & SITE TOUR MEETING (Schedules 3 to 11)**

4.1 The pre-qualification of Contractors is normally required after a maximum of two (2) years since the last pre-qualification. The Board's Representative has the right to modify this time requirement if it is beneficial to the Board. In general, all work should go through a public tendering process without pre-qualification unless otherwise recommended.

4.2 A pre-qualification advertisement must be placed in the Daily Commercial News. The DCN must be given an advance notice of three (3) days prior to the ad placement date. The Consultant is required to assist the Board's Representative in drafting this advertisement (Schedule 3). **All ads must be issued by Capital Works and sent to DCN for publication** and follow the Tentative Project Schedule (see RFP Appendix F) and the outlined procedure closely.

4.3 **The Consultant is required to attend the Pre-qualification mandatory meeting** and prepare and submit to the Board's Representative a report evaluating all submissions based on the approved point system (Schedule 4 to 6). All submitting companies must attain a minimum of 70 passing grade.

4.4 Based on established criteria (tailored to each requirement of the project), the Consultant is to review documents received, evaluate each submission, make recommendations, and discuss conclusions with the Board's Representative prior to informing all applicants. A formal letter from the Consultant on behalf of Exhibition Place to inform all applicants of the results of the pre-qualification is also required (Schedule 7).

4.5 In accordance with the Tentative Project Schedule (see RFP Appendix F), the tender advertisement must be placed in the Daily Commercial News. The Consultant is required to draft **a brief scope of the project for the draft tender ad and e-mail to the Board's Representative for review and approval** (Schedule 8). The Board will obtain a tender call number from PMMD to be included in the advertisement and then e-mail it to DCN and copy PMMD for its information. The Consultant will deliver twenty (20) sets of Tender Documents to PMMD within twenty-four (24) hours prior to the publication date subject to the need for additional sets as may be required by PMMD.

4.6 The Tender Documents prepared for each project shall follow established Board format a sample of which will be provided to the Consultant by the Board's Representative.

- 4.7 Consultants **MUST** follow Schedule 11 to insert required information in consultation with the Board's Representative for the Tender Documents. Failing to provide this information or simply providing blank documents is considered to be non-performance of the Services pursuant to the Agreement. Consultants must include all revisions in the Tender Documents as requested by the Board's Representative.
- 4.8 Consultant must submit a complete set of the Tender Documents to the Board's Representative for final review prior to sending them for printing.
- 4.9 A mandatory site tour meeting is normally scheduled five (5) business days after the tender publication. This meeting is a formal gathering of all interested or pre-qualified contractor(s) (if applicable) to sign in, to get project information and visit the work site or work area. The Consultant is required to be present at the meeting and take minutes on all issues that arise. The minutes of meeting will form part of the next addendum along with any clarification, answers or revisions to Tender Documents (Schedule 9).
- 4.10 **Consultant must submit cost estimates prior to** finalizing the Tender Documents, as per the Tentative Project Schedule (see RFP, Appendix F), and discuss with the Board's Representative at the earliest opportunity any alternatives (reducing scope, using provisional items, etc) to be taken if the budget is likely to be over, to avoid the Board having to find additional funding. It is the responsibility of the Consultant to resolve, together with the Board's Representative, any budgetary concern relating to the project as soon as it arises, without compromising the original intent and the timely execution of the project.
- 4.11 **Consultant must not answer or receive any questions directly from any bidder during the tendering period except in the mandatory meeting.** Any question, if received, must be redirected to the Buyer at PMMD. The Consultant's contact information or its address is not allowed to be printed in the Tender Documents.
- 4.12 No questions (if not significant) will be answered past the deadline of two (2) days prior to tender closing date.
- 4.13 The **Consultant must be present at the tender opening meeting** and is required to submit a tender report evaluating the tender results and make recommendations to the Board's Representative (Schedule 10). The Consultant should use the following headings on the report:
- Brief Scope of Work and Reasons for the Proposed Work
  - Tender Results (Base Tender Price, Addition/Deletion Price, Recommended Contract Price)
  - Scope of work of project intended
  - Comparison of Tenders and Alternatives (table required)
  - Low Bidder Qualification, Experiences & company profile
  - Budget/Cost Estimates
  - Alternate Courses of Action (if over budget)
  - Summary
  - Recommendations

#### 4.15 Revision of Tender Documents

- a) The Consultant is to revise the Tender Documents to incorporate all addenda issued during the tender period and according to the recommended contract price. The revised Tender Documents will be updated and reissued as "Issued for Construction" to the Contractor prior to the starting of any work as construction / contract drawings / documents with the Contractor.
- b) The Consultant shall distribute the revised Tender Documents as follows:
  - The Contractor(s) (minimum 1 set to a maximum 6 sets)
  - The Board (5 sets prior to the commencement of the Contract)

4.16 The "issued for Construction" documents will be used by the City Legal Department as part of the Contract.

#### 5.0 CONSULTANT AND CONTRACTOR PROGRESS PAYMENTS / BILLINGS

5.1 All invoices shall be addressed to the **Capital Works Manager** and are to include the particulars below. The format for the invoices shall generally follow the samples in Schedule 12 (Consultants) and Schedule 14 (Contractors).

- Invoice No. - Contractors
- Invoice Date
- Billing No. – Starting No. 1, 2, etc.
- Billing Period
- Project No., and Title as assigned by the Board's Representative
- Description of services rendered
- Current billing amount with method of calculation and breakdown as shown on appendices
- Amount billed this invoice (showing separate totals for fees and disbursements on Consultant invoices)
- Back-up material **must be attached** to all billings

5.2 All third party services shall be authorized in advance by the Board's Representative. The Consultant shall retain and make payment directly to third parties and recover cost(s) for same as a disbursement under the Consultant progress billings.

5.3 **Original** invoices for all Contractor's billings shall be first received by the Consultant, reviewed and certified for payment via Consultant's Certificate of Payment. Certificate of Payment (Schedule 15) and **Original or PDF** Contractor invoice(s) are then submitted for payment to the Board's Representative.

5.4 Both the Consultant invoices and Contractor invoices shall show a progressive deduction of ten percent (10%) for Holdback.

- 5.5 Release of holdback is governed by the 2018 Construction Act and Section 9 of this Manual.

## **6.0 CHANGE ORDER PROCEDURE & SCOPE CHANGE**

It is recognized that contract drawings and specifications are not complete in every respect when they are issued for tender, and usually contain errors, omissions and other changes as listed below. During the course of construction these items are discovered, and become the subject of Change Orders (CO), which in turn, provide a vehicle for compensating the Contractor for items not included or specified in the contract documents. An amount of contingency will be set aside for this purpose and is included in the Tender Documents. Change Orders are then issued for the following reasons:

- a) Anticipated Saving in Construction;
- b) To Simplify or Facilitate Construction;
- c) Changed Requirements or Conditions;
- d) Clarification of Tender Documents; and
- e) Others.

### **6.1 Proposed Change (Schedule 16)**

Before a Change Order may be issued, it is necessary for the Consultant to issue a Proposed Change (PC) to the Contractor for pricing (Schedule 16) and the following points should be followed:

- a) The Proposed Change must be brought to the attention of all parties in a site meeting. For each Proposed Change, the extension of time, if required, must be established prior to issuing any Proposed Change to a Contractor.
- b) The itemized descriptions should be written in the imperative tense (e.g. Delete..., Add..., Relocate..., Change..., Provide..., etc.). Consultants are reminded that Change Orders should be just what they have been named to be, namely: ORDERS and not statements of work history.
- c) The Consultant **must supply a cost estimate** of the Proposed Change which is to be submitted to the Board's Representative. A separate detailed breakdown of estimated costs showing unit price of labour, material and equipment, profit and fee involved, if applicable, is required **prior** to issuing the proposed change.
- d) The Proposed Change should be signed by the Consultant.
- e) Once completed, the original Proposed Change along with the estimated cost breakdown should be forwarded immediately to the Board's Representative for review.
- f) As soon as the Proposed Change **is agreed to by the Board**, it should be sent along with any necessary drawings / sketches to the Contractor for pricing.



## 6.2 Change Order (Schedule 17 & 18)

After the Proposed Change is issued, the Consultant shall review the quotation received and make recommendation(s) to the Board's Representative. Upon verbal/written approval given by the Board's Representative, the Consultant shall prepare a Change Order, along with a **Summary of Change Orders (Schedule 17)**. The Contractor's original quotation and any necessary drawings/sketches are to be forwarded to the Board's Representative for formal approval. The format for Change Orders shall generally follow the sample in Schedule 18. The following particulars are to be included:

- Change Order No. (same corresponding no. of proposed change) and Date
- Contract No. and Title assigned by the Board's Representative
- Backup materials and Original Price Quotation
- Awarded Contract Amount Less Contingency Allowance
- Cash & Contingency Allowances in Contract
- Extra or Credit by the Change Order
- Accumulated Change Orders Amount
- Adjusted Contract Amount
- Balance of Cash & Contingency Allowances

In addition, the following items are required:

- a) Each itemized description of the Change Order is similar to that which appears on the Proposed Change.
- b) The Change Order number MUST be the same number as the Proposed Change regarding the same issue. Non-approved Proposed Change should be maintained as a record in the change order summary.
- c) Extension of time must be noted, if applicable (No extension of time is allowed for work within the original pre-set amount of contingency for the contract).
- d) ALL DRAWINGS relevant to the Change Order should be noted. If no drawings are affected, "N/A" should be indicated under "drawing(s) affected".
- e) If the Consultant agrees with the Contractor's price, the Consultant should recommend the Change Order for approval by signing and dating the Change Order on the date of issuing to the Board's Representative. **NOTE:** The signature of the Consultant signifies to the Board that the Consultant agrees and is satisfied with the cost breakdown submitted by the Contractor(s). It also states that the Consultant recommends the Board acceptance of the price offered. The Consultant is expected to negotiate with the Contractor if they believe that the work is overpriced.
- f) A Summary of Change Orders showing all approved Change Orders and non-approved proposed change MUST be submitted along with the Change Orders. Approving the Change Order WILL NOT be started without the Summary.

- g) The Consultant should process all Board-Approved Change Orders (when a single Change Order is \$150,000 or more) in the same manner as the Non-Board Approved Change Orders (when a single Change Order is less than \$150,000) (see Section 6.3).
- h) If there is no change in Contract Price or extension of time, the Consultant should issue a change directive or SITE INSTRUCTION instead and cross reference the proposed change number if applicable.
- i) The Change Order form can be modified to suit the needs of the project.

### 6.3 **Non-Board-Approved and Board-Approved Change Orders**

Once a price for a Change Order has been established the Consultant may ascertain which Change Order is to be classified as Non-Board Approved or Board Approved Change Order.

#### **A) Non-Board of Governor Approved Change Order**

- 1. A Change Order costing under \$150,000.00.
- 2. A Change Order should consist of the following items, namely, the completed original Change Order with the proposed change, the established price and the Contractor's quotation with an itemized cost breakdown.
- 3. This Change Order (complete set as mentioned above) is then to be forwarded to the Board's Representative for processing.
- 4. A Change Order under \$10,000 will be authorized jointly by the Board's Representative and the Exhibition Place CFO & Corporate Secretary.
- 5. A Change Order over \$10,000 will also require additional authorization by the Exhibition Place CEO.

#### **B) Board Approved Change Order**

- 1. A Change Order costing \$150,000.00 or more.
- 2. Such a Change Order must be presented to the Board of Governors of Exhibition Place for approval at its next meeting.
- 3. Once a Change Order requiring Board Approval has been compiled by the Consultant as specified in "paragraph A" above (#1 to 3), an appointment will be arranged by the Consultant to meet with the Capital Works Manager to obtain initial approval of such Change Order.

4. The Consultant **MUST** satisfy the Capital Works Manager as to the content of the Change Order before the formal approval process shall begin. **No work is allowed to proceed for a Board Approved Change Order until the Change Order has actually been approved. The Consultant should know that there are limited Board meetings scheduled over the year and must ensure that the process for approval of the Board will not impact on the completion of the project.**

All of the above only apply if the total cost of the project, including the Change Order, is within budget. If the Change Order will result in a project exceeding budget, Board approval must be sought and the Board may require additional funding from City Council.

All Change Orders are based on a written estimate by the Contractor which contains a “not-to-exceed” figure.

In true emergency situations and or time constraints, i.e. where a decision must be made immediately, generally because the Contractor’s workers would have to be called off the job if the decision is not made, the Capital Works Manager can authorize the Change Order; however, at the earliest possible time, the approval process as described above must be followed immediately for confirmation.

The Contractor is not allowed to include any Change Order amount in its next progress billing unless an executed copy of that Change Order has been received from the Board’s Representative.

#### **6.4 Scope Change for Consultants (Schedule 19)**

Any change to the scope of work for the Consultant as a result of new development or project requirement changes, its reasons for change must be discussed with the Board’s Representative in detail. The Consultant must provide the changes in its scope of work along with its reasoning and any associated fees in the form of a letter to the Board’s Representative who will then review the case and if agreed, will prepare the scope change form (Schedule 19) which the Consultant will sign first and return to the Board’s Representative who will then process the necessary approvals and return an executed copy to the Consultant.

The Consultant is not allowed to include any Scope Change amount in its next progress billing unless an executed copy of that Scope Change has been received from the Board’s Representative.

### **7.0 CONTRACT ADMINISTRATION**

#### **7.1 Pre-Construction Meeting**

A pre-construction meeting is to be scheduled by the Consultant and must be attended by all parties, including all sub-consultants and sub-contractors. The purpose of this meeting is to address the concerns of any of the parties prior to the commencement of construction. Consultants must issue minutes for all meetings with action column. The following issues should be on the agenda:

1. Approval from Authorities (7.7 a)
2. As-Build Drawing and Procedures
3. Bonding (Performance & Agreement)
4. Building & Fire Department Inspection & Sign Off
5. Certificate of Clearance (WISB) & Insurance (EP)
6. Clean-up after each period
7. Confirmation of Sub-Trades
8. Commissioning & Training
9. Communication Procedures
10. Construction Safety and Safety Policy (7.7 f)
11. Construction Schedule (7.7 b)
12. Contract Drawings & Revisions to Tender Documents (7.7 g)
13. Contract Agreement & Purchase Order
14. Demolition Requirements
15. Environmental Protection
16. Exhibition Place Events/Traffic Control/Parking Restrictions
17. Inspections & Testing
18. Manual & Manufacturer's Brochures
19. Materials & Stockpiles and temporary facilities on Site
20. Minutes of Meetings (7.3)
21. Mobilization
22. Notification to Other Parties (Internal/External)
23. Off-site Waste & Material Disposal and Enercare Centre Construction Waste Management Plan
24. Permits (Building, Mechanical, Electrical, Hot Weld – Exhibition Place Fire and Life Safety Coordinator at 416-263-3574)
25. Pre-Construction Inspection (Consultant/Contractor/Owner)
26. Project Notification to MOL
27. Progress Payment
28. Progress Reports and Photos (7.2) & (7.5)
29. Stake out of Utilities
30. Scope of Work
31. Security
32. Shop Drawings & Samples (7.6)
33. Signage (Road)
34. Site Access - Sign-In/Sign-Out
35. Site Meeting and Schedule
36. Site Instruction/Proposed Change/Change Order (7.4)
37. Substantial Performance, Holdback Release
38. Union Agreement Compliance
39. Warranty/Guarantee
40. Work Orders In-house
41. Work Progress & Event of Special Significance
42. Work Review Procedures
43. Others

## 7.2 Daily/Weekly Progress Report (Schedule 20)

- a) This Progress Report consists of four main parts as follows:
  - 1. Manpower
  - 2. Equipment
  - 3. Activities
  - 4. Weather
- b) All information pertaining to the Daily/Weekly Progress Report should be recorded.
- c) The Daily/Weekly Progress Report should be signed and submitted regularly by the Consultant to the Board's Representative for review and filing.
- d) The Consultant's inspector should record the manpower employed, equipment used, and the time spent for all phases of a job on a daily/weekly basis.
- e) The time, date and duration of inspection are also vital information to be recorded.
- f) The Consultant should follow closely the format of the Progress Report outlined in Schedule 20.
- g) The Daily/Weekly Progress Report must not be combined into the minutes of the site meeting.

## 7.3 Minutes of Meeting (Schedule 21)

- a) The Consultant, **not the Contractor**, is responsible for recording & issuing the minutes of all site meetings.
- b) The minutes of the site meeting must be sent to the Board's Representative for review and comment minimum 48 hours prior to the scheduled site meeting.
- c) The original minutes of the meeting shall be sent to the Board's Representative for information and use
- d) The Consultant shall follow the format shown in Schedule 21 (**The minutes Must include an "Action By" column**).
- e) Error(s) and omission(s) to be adopted at a site meeting shall be recorded and the revised minutes are to be part of the minutes of the day.
- f) A record of all discussions regarding Proposed Changes and Change Orders must also be included in the minutes.

## 7.4 Site Instruction (Schedule 22)

- a) Site instructions are issued only for the purpose of recording any clarification or interpretation of the contract documents or giving direction on problems resulting from field conditions. These instructions are subject to the provisions of the contract

documents and unless stated otherwise it will not affect the contract price. Should the Contractor require a change in the contract price or project schedule, the Contractor shall submit to the Consultant an itemized proposal within five (5) days. If the proposal is accepted by the Consultant and the Board, this site instruction will be superseded by a Proposed Change Order.

- b) Follow the same procedure as outlined under item 7.3 (a) to (b).
- c) Follow Schedule 22 for format.
- d) Remind Contractor(s) to set up appointments with City Inspector for any inspection(s) required by the City.
- e) Follow up on item (d) above and report to the Board's Representative.
- f) Ensure all City inspections and Building Permit requirements are complete.

#### 7.5 **Photographic Coverage of Contract**

- a) The Consultant is responsible to take weekly photographs to cover the progress of the work. The Consultant's photographer should discuss with the person in charge of the site (Contractor's Foreperson or Superintendent) the coverage to be affected each time the photographer visits the site with a detailed explanation, date taken, shall be forwarded to the Board's Representative at the conclusion of each phase (if applicable) the project.
- b) The Consultant shall advise the Contractor to inform the Consultant of any event of special significance in addition to "daily/weekly progress" events.
- c) The following information should appear in all submitting documents:
  - Contract Name & Title **(assigned by the Board's Representative)**
  - Contract No. **(assigned by the Board's Representative)**
  - Date issue occurred

#### 7.6 **Shop Drawings**

- a) Prior to the start of project, the Consultant shall identify to the Contractor and to the Board's Representative a list of items for which shop drawings are required to be approved.
- b) One (1) final copy of all reviewed/approved Shop Drawings should be submitted to the Board's Representative. If Shop Drawings are required to be re-submitted, the Board's Representative would require a copy of the re-submitted Shop Drawings at the end of the project close out.

## 7.7 Others

### a) **Permits, Licenses, Approvals:**

1. The Consultant shall be responsible for determining what permits, licenses and approvals are required.
2. The Consultant shall submit application to the City for Building Permit(s) at the earliest possible time to avoid construction delay. The Consultant shall pay the Building Permit fee first and submit receipt to the Board for reimbursement along with the original permit to the Board's Representative.

The Building Permit is the City of Toronto's formal permission to begin construction or demolition based on approved plans for any new structure, addition or renovation. While Exhibition Place is required to obtain the necessary permit(s) before construction as early as possible, due to certain circumstances, it is not always possible. It is the responsibility of the Consultant to understand that it is unlawful to start such work that requires a permit. Starting work without such a permit could lead to an order to stop work, prosecution and removal of work already done.

3. **Classes of Permits** [listed in the Toronto Municipal Code Chapter 363, Schedule A] usually encountered at Exhibition Place are:
  - A. Construction Group A [Assembly Occupancies] / Group F [Industrial Occupancies]
  - B. Alterations & Renovations
  - C. Demolition
  - D. Designated Structures [OBC 2.1.2]
  - E. Stand Alone & Miscellaneous Work
  - F. Stand Alone Mechanical Work [HVAC & Plumbing] and Sign Permits.

**City Building Inspectors** are to be called to review construction during key stages of the project. The Consultant shall book such inspections a minimum of 48 hours ahead. Copies of such site reviews shall be forwarded to the Board's Representative.

**Prior to Completion of Work** the Consultant is to contact the City Building Department to say that the work is complete and ready for final inspection. The Consultant shall obtain sign-offs from the Building Department and the Fire Marshall's Office and shall themselves, sign off stating that all work conforms to all Federal, Provincial and Municipal requirements. The Consultant shall deliver copies of such sign-offs to the Board's Representative. The Consultant shall also advise the Building Department when the Fire Department Inspection has been done.

4. The Consultant shall remind the Contractor of their responsibility to apply for, pay for and obtain all other permits, licenses and approvals in connection with the work from the authority having jurisdiction in each case.

a) **Construction Schedule**

1. The Consultant shall review/approve the initial construction schedule submitted by the Contractor and to ensure updates are received from time to time.
2. The Consultant must pay the building permit fee first and submit for reimbursement.

b) **Traffic**

1. The Consultant must check with the Board's Representative regarding traffic affected by the construction site and when police, signs and barricades are required. The Board's Representative will issue internal work orders to appropriate Exhibition Place staff to fulfil these traffic requirements.
2. The Consultant, through the Board's Representative will consult with other Exhibition Place staff, regarding show events for any requirements they may have.

c) **Hoarding**

1. The Consultant and the Capital Works Co-ordinator will determine the requirement of erection and removal of hoarding around the construction site.
2. The Consultant shall certify for payment after hoarding construction to the satisfaction of Exhibition Place.
3. Consultants should leave a portion of payment for hoarding (5-10%) from the Contractor's billing over the time period of the project to cover hoarding maintenance.

d) **Drainage**

1. The Consultant should ensure the Contractor maintains proper drainage around the construction site.
2. The Consultant **MUST** not allow the Contractor to dump any chemical and hazardous liquid or any material at all into the drainage system of Exhibition Place.

e) **Construction Safety**

The Consultant is responsible for reminding the Contractor at every opportunity of the construction and field safety requirements that must be observed, and the Consultant must make sure that the Contractor follows the Ontario Health & Safety Act and that the Contractor is deemed the "constructor" for the project.



## **8.0 CERTIFICATE OF SUBSTANTIAL PERFORMANCE (Schedule 23)**

- 8.1 The Consultant should issue this certificate to the Contractor (and send a copy to the Board's Representative) after a joint Substantial Performance Inspection has taken place.
- 8.2 This certificate is to be signed by the Consultant and the Contractor as the payment certifier.
- 8.3 For each project (even those that are in phases), the Consultant **MUST** obtain the legal description for "Identification of Premises" from the Board's Representative for the purpose of issuing the substantial performance certificate(s).
- 8.4 A draft, using the reference in Schedule 23 and the legal address of Exhibition Place, is to be submitted for review and comment by the Board's Representative prior to issue the Certificate to the Contractor.
- 8.5 **If a Consultant was not retained for the project administration, the certificate would be issued to the Contractor by the Board's Representative and signed by the Board's Representative.**

## **9.0 RELEASE OF HOLDBACK PAYMENT**

The following standard procedure will apply respecting Release of Holdback Payment to the Contractor:

- 9.1 Consultant shall issue Certificate of Substantial Performance to the Contractor, copy to the Board's Representative, at the appropriate stage of the project in accordance with the provisions of the Construction Act, 2018 (Section 8).
- 9.2 Upon receipt of Certificate of Substantial Performance, Contractor is to publish (at its expense) notice of same in the Daily Commercial News.
- 9.3 The Board's Representative will forward to City Legal Department proof of publication of Notice with covering letter requesting confirmation of lien clearance two (2) weeks prior to the expiration of 60 calendar days following date of publication of Notice.
- 9.4 Contractor must then forward to the Consultant proof of publication of Notice after 60 days has elapsed, **original** Release of Holdback invoice, Statutory Declaration, Workers' Compensation Clearance Certificate, and any other documentation required under the contract.
- 9.5 Consultant shall review all documents received from the Contractor (as itemized in 9.3) and upon being satisfied with same, forward all **original** documents, with covering letter, and Release of Holdback Payment Certificate, to the attention of the Board's Representative within two (2) days after the passing of 60 days.
- 9.6 Upon confirmation of lien clearance being received from City Legal within a reasonable time for lien search, all work required under the contract being complete, and all deficiencies being rectified to the satisfaction of the Board's Representative, Release of Holdback payment is to be forwarded to Contractor by the Board.

- 9.7 Release of Consultant Holdback: Consultant must send their holdback invoice to the Board's Representative for payment upon completion of their work and fulfilling their obligation (Schedule 13) no sooner than 60 days after the final completion of construction and submission of as-built drawings and the required documents.

#### **10.0 CERTIFICATE OF COMPLETION (Schedule 24)**

- 10.1 Refer to the procedures introduced in the previous Section 9 regarding the "Release of Hold Back Payment."
- 10.2 This Certificate of Completion is to be issued to the Contractor with signatures from both the Consultant and the Board's Representative.
- 10.3 The purpose of this Certificate is for Exhibition Place to officially recognize the beginning of the warranty period stipulated in the Contract.
- 10.4 The Consultant must obtain information from the Board's Representative regarding cost to be deducted from the final payment of Holdback to the Contractor.

#### **11.0 FINAL CERTIFICATE (Schedule 25)**

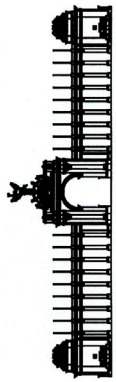
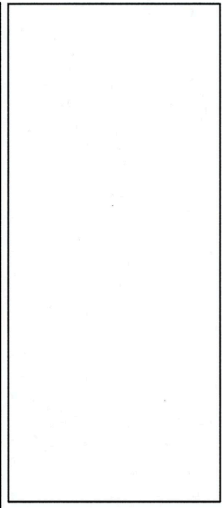
- 11.1 The Consultant is to inspect completed work approximately two (2) months prior to expiration of warranty stipulated in the contract.
- 11.2 The Consultant shall notify Contractor, in writing, with copy to the Board's Representative, of any maintenance items to be rectified under warranty provision. (The Contractor is to rectify deficiencies to the satisfaction of the Board prior to expiration of the warranty period).
- 11.3 The purpose of this Certificate is for Exhibition Place to officially end the warranty period stipulated in the Contract.
- 11.4 The Consultant must ensure that all deficiencies and guarantee times during the warranty period are co-ordinated and completed to the satisfaction of the Capital Works Manager.

#### **12.0 CONTRACTOR PERFORMANCE EVALUATION (Schedule 26)**

- 12.1 The Consultant's is to assist and in conjunction with the Board's Representative to do Contractor performance evaluation (Schedule 26) as soon as the substantial performance certificate is released and prior to the issue of the total final Completion Certificate.
- 12.2 Refer to information & guidelines from PMMD regarding this evaluation.

**SCHEDULE 1**

**SAMPLE FORMAT – CONTRACT DRAWING TITLE SHEET**

	<p><b>THE BOARD OF GOVERNORS OF EXHIBITION PLACE, TORONTO</b></p>	<p>CAPITAL WORKS DEPARTMENT CONTRACT NO. 00-0002-00202</p>	<p><b>RESTORATION OF THE PERIMETER OF THE ONTARIO GOVERNMENT BUILDING - PHASE III</b></p>	<p>LIST OF DRAWINGS</p>	<p>1. _____ 2. _____ 3. _____ 4. _____</p>	<p>SITE PLAN</p>		<p>CONTRACT NO.</p>
--	---	--	---	-------------------------	--	------------------	--	---------------------

760  
(30")

1 070  
(42")

**SCHEDULE 2**



# Exhibition Place

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CAPITAL WORKS DIVISION

TENDER FOR

PROJECT NAME & TITLE

CONTRACT NUMBER  
TENDER CALL NO.

MANDATORY SITE TOUR:  
BID BOND:

### **SCHEDULE 3**

(To be Published \_\_\_\_\_, 2001)

#### **SAMPLE - PRE-QUALIFICATION ADVERTISEMENT OUTLINE**

**"CITY OF TORONTO LOGO"**

**PRE-QUALIFICATION OF (insert specific type if required) CONTRACTORS**

**CONTRACT NO. XX-XXXX-XXXXX**

Contractors specializing in (insert type of work) are invited to submit PRE-QUALIFICATION information.

Work will include (insert description)

Interested parties must submit:

- A letter clearly stating the contractor's intent to be qualified as a General Contractor;
- \*Completed Canadian Standard Form of Contractor's Qualification Statement (CCDC Form 11, 1996);
- \*Completed Additional Information for Pre-Qualification. Forms must be obtained from the consultant;
- \*Letters from Insurance Company outlining the Contractor's liability insurance (equivalent to CCDC 101 or better) in an amount of not less than \$2,000,000.00 per occurrence with capacity to name the City of Toronto, Exhibition Place, and the Consultant as additional insured(s);
- \*Letter from Bonding company stating Contractor's capacity to obtain Bid, Performance and Payment Bonds in the total capacity of \$\_\_\_\_\_;
- and
- Company Profile/Brochure and resumes of supervisory personnel to be assigned to the project.

**\*MANDATORY - AUTOMATIC DISQUALIFICATION WILL RESULT FOR NOT SUBMITTING THIS INFORMATION, OR FOR ANY AMBIGUOUS SUBMISSIONS.**

Sealed Submissions clearly marked "Pre-qualification of contractors for (insert description of work) must be addressed to the Manager, Mr. D. Chui, P.Eng., Capital Works, Exhibition Place, Toronto, and must be delivered by hand (facsimile and or post office mail are not acceptable) to the General Services Building, 2 Manitoba Drive, Exhibition Place, Toronto, Ontario, M6K 3C3, not later than 2:00 p.m. local time on

(insert day, month, date, year)

**NO SUBMISSION WILL BE ACCEPTABLE AFTER THIS DEADLINE.**

For further information and pick-up of Additional Information Sheet, contact (insert name of consultant, contact person and telephone number).

The Board is bound by the fair wage policy and the current province-wide collective agreements with respect to the industrial, commercial and institutional sectors of the construction industry.

The Board reserves the right to add and to reject any or all submissions. Only those Contractors which the Board deems qualified from this pre-qualification will be invited to submit tenders for this project. Tender documents will be available in (insert month and year).

**"EXHIBITION PLACE LOGO"**

## **SCHEDULE 4**

### **SAMPLE – PRE-QUALIFICATION RECOMMENDATION (LETTER FROM CONSULTANT)**

(Insert Date)

The Board of Governors of Exhibition Place  
General Services Building  
2 Manitoba Drive  
Exhibition Place  
Toronto, Ontario  
M6K 3C3

**Attention:** Mr. Danny Chui, P.Eng.  
Capital Works Manager

**Re:** (Insert Exhibition Place Project Title and Number)

Dear Sir:

We have reviewed the pre-qualification packages submitted for the (insert project title) and have attached our analysis and recommendations for your information and reference.

As requested, we reviewed each pre-qualification package, called references and evaluated each contractor using the point system we agreed upon.

Of the (insert number) submissions received, we recommended that (insert number) of the contractors be allowed to bid on the proposed work. The (insert number) contractors not recommended did not provide the documentation required or had little related experience with the type of work required for this project.

Yours very truly,

(Insert Consultant Name and Title)

Enclosure

**SCHEDULE 4 (cont'd)**

**PRE-QUALIFICATION RECOMMENDATION**

<b>COMPANY</b>	<b>POINTS (max. of 50)</b>	<b>- Restoration Experience - Quality of Reference - Bonding Comments - Insurance Comments - Safety Comments</b>	<b>Overall Comments</b>
ABC Construction	38	- Some restoration experience - Average references - Bonding letter confirmed - Insurance letter in order - Firm safety reports above average	Recommended
DE Construction	20	- Little experience - Average to good references - Bonding and insurance letters satisfactory - Safety rating okay	Not Recommended

Note: A passing Grade between 70% and 80% must be established and approved by the Capital Works Manager.

## SCHEDULE 5

### THE BOARD OF GOVERNORS OF EXHIBITION PLACE GENERAL CONTRACTORS - PRE-QUALIFICATION CRITERIA AND POINT SYSTEM

PROJECT NAME:

CONSULTANT NAME:

PROJECT NUMBER:

EVALUATED BY:

DATE OF SUBMISSION:

DATE:

COMPANY NAME:		Pre-Qual. No.	No. of Sheets Submitted
<b>A</b>	LETTER OF REQUIRED BONDING		
<b>B</b>	LETTER OF REQUIRED INSURANCE		

ANY NO(S) TO THE ABOVE ITEMS WILL RESULT IN AUTOMATIC DISQUALIFICATION UNLESS OTHERWISE NOTIFIED

NO.	DESCRIPTION AND POINTS	MAXIMUM POINTS	POINTS AWARDED	COMMENTS
	<b>CCDC FORM 11</b>			
1	Type Of Company: Corporation (4); Partnership (3); Individual (1)	4		
2	Financial References: (2) Each for every financial or bonding institutions given	4		
3	Annual Value Of Construction: 1.000k (4); 500 – 1,000k (3) 100 - 500k (1)	4		
4	Completed Projects Last 5 Years: 4 or more (6); 1 to 3 (4); Nil (0)	6		
5	Related Project Experiences: Good (8); some (4); none (0); No Information (0)	8		
6	Capabilities of handling Exhibition Place Project along with other construction indicated: Good (4); Fair (2); No Good (0)	5		
7	Business References: Excellent (6); Good (4); Average (2); Poor (0); No Information (0)	6		
8	Key Personnel Assigned to Project Office: 2 (2); 1 (1); 0 (0); Site: 2 (2); 1 (1); 0 (0)	4		
9	Personnel Resumes: Office Submitted (2); None (0); Site Submitted (2); none (0)	4		
10	Relationship With Exhibition Place (if any): Good (4); Fair (2); Poor (0); None (2)	4		
<b>ADDITIONAL INFORMATION – SUBJECT TO FURTHER INVESTIGATION FOR NO INFORMATION PROVIDED</b>				
11	Liens Registered (Last 2 Years): Yes (0); No Information (0)	4		
12	Commenced Litigation (Last 2 Years): Yes (0); No (4); No Information (0)	4		
13	Commenced Arbitration's (last 2 years): Yes (0); No (4); No Information (0)	4		
<b>SAFETY PERFORMANCE QUALIFICATIONS</b>				
14	Certificate of Clearance WCB/WSIB: Submitted (4); No Information (0)	4		
15a.	CAD-7 Rating Report: if applicable 1.000 (4); 0.5-0.999 (3); 0.25-0.49 (2); 0.001-0.249 (1); 0.00 (0); -0.001 to -2.000 (0)	4		
15b.	MAP Rating Report: if applicable -10% to -5% (4); 0% to 5% (2); 6% + (0)	4		
15c.	NEER Rating Report: if applicable 0.00 (4); 0.01–0.25 (3); 0.26-0.75 (2); 0.76-0.99 (1); 1.00 - 2.00 (0)	4		
16	Safety Violation Infractions (last 2 years): (0) for each violation; No Violation (4); No Info (0)	4		
17	Injury in Work Site (last 2 years): No Injuries (5); (0) for each reported; No Info (0)	5		
18	Fatal Injury in Work Site: 1 or more (0); No info (0); None (4)	4		
	<b>TOTALS</b>	<b>82</b>		

Mandatory Requirement or Disqualification

PASSING PERCENTAGE	70 %	OR	57 POINTS
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PRE-QUALIFICATION AWARDED

YES/NO

NOTE: CONSULTANT IS FREE TO AWARD ANY POINTS WITHIN THE RANGE SPECIFIED



## **SCHEDULE 6**

### **Exhibition Place Pre-Qualification Submission**

#### **Why does Exhibition Place require me to pre-qualify?**

Exhibition Place is dedicated to creating and maintaining a safe workplace for everyone. It is the responsibility of everyone who performs work on its premises to participate in its safe workplace initiatives. Exhibition Place has created this pre-qualification submission package so that we know that your firm shares its belief in a safe workplace.

It is important that all forms required are submitted to Exhibition Place for consideration. Failure to supply required information may result in disqualification. Should you have any questions or require more information, please contact the City Buyer.

#### **What should I do with my completed application package?**

Once you have completed your Pre-Qualification Submission package and ensured that all the items on the checklist are included, please have it delivered to the prescribed address.

#### **What if I don't have all the required forms by the submission deadline?**

It is your responsibility to submit these forms by the submission deadline. Please note that your score in our evaluation system on the missing components will be assigned zero.

**FIRM NAME:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Prepared/Reviewed by:** \_\_\_\_\_

**Documents Required**

- ☐ Canadian Standard Form of Contractor's Qualification Statement (CCDC Form 11)
- ☐ Exhibition Place Pre-Qualification Submission package for General and/or Sub-Contractors
- ☐ Current letter from Insurance Company stating the required insurance coverage
- ☐ Current letter from Surety Company stating the required bonding capacity

**General Qualifications**

- ☐ Type & size of Company
- ☐ Financial references
- ☐ Annual value of construction
- ☐ List of completed projects in the last five (5) years and experience
- ☐ Business references
- ☐ List of key personnel assigned to project
- ☐ Personnel resumes
- ☐ Liens information

**Safety Performance Qualification (required information)**

- ☐ Certificate of Clearance or Proof of Insurance
- ☐ Current CAD-7 Calculations Report, or
- ☐ Current Merit-Adjusted Premium Rate Statement, or
- ☐ NEER Firm Summary Statement
- ☐ Current Health & Safety Policy
- ☐ WSIB Account Profile
- ☐ Ministry of Labour – Record of Charges Report

Account Profiles can be obtained from the WSIB by calling (416) 344-1016

## **Pre-Qualification Submission**

### **1. Financial Reference**

The contractor shall provide a letter from their Bank or Financial Institution to indicate whether or not they are in good standing at the time of application for pre-qualification.

### **2. Liens/Litigation/Arbitration of Applicant**

Within the past two (2) years, have you the applicant:

(a) Filed any liens	YES	NO
(b) Commenced any litigation	YES	NO
(c) Commenced any arbitration proceedings	YES	NO

against the owner of any project.

If **yes** is the answer to any of the above, provide details and reasons of each case (attach additional pages as required)

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### **3. Liens/Litigation/Arbitration of Subcontractors of the Applicant**

Within the past two (2) years, have any of your subcontractors:

(a) Filed any liens	YES	NO
(b) Commenced any litigation's	YES	NO
(c) Commenced any arbitration proceedings	YES	NO
(d) WSIAT (WCAT) appeals	YES	NO

against you, the applicant, or the owner of any project for which you, the applicant, were the General Contractor?

If **yes** is the answer to any of the above, provide details and reasons of each case (attach additional pages as required)

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### **4. Workers' Compensation (Workplace Safety & Insurance Board)**

The applicant must provide the following, the latest documents (no more than 18 months ago):

- (a) a certificate of clearance from the WSIB
- (b) A CAD-7, MAP or NEER report from the WSIB (which ever applies to your firm)

5. **Firm Safety Rating Report (Account Profile)**

Include with the Pre-Qualification package an Account Profile as provided by the Workplace Safety Insurance Board. Any firms operating outside of Canada must submit the equivalent Safety Record Statement as provided by their local State or National Authorities.

**(a) Safety Violation Infractions**

Has your firm ever been fined or found guilty in the last two (2) years of failing to comply with safety requirements by a Safety Governing Authority?

YES

NO

If **yes** is the answer to the above question, please provide details and reasons of each case.

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**(b) Injuries**

Has your company in the last two (2) years ever had injuries involving an employee working under your company's supervision?

YES

NO

If **yes** is the answer to the above question, please provide details and reasons of each case.

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**(c) Fatal Injuries**

Has your company in the last two (2) years ever had a fatal injury involving an employee working under your firm's supervision?

YES

NO

If **yes** is the answer to the above question, please provide details and reasons of each case.

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6. **Others**

(a) Does your company have a certified quality management program system?

YES

NO

If **yes** is the answer to the above question, please provide name below and a copy of certification.

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(b) Has your company adopted a documented environmental policy?

YES

NO

If **yes** is the answer to the above question, please provide name below and a copy of the policy.

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(c) Has your company adopted a Health & Safety policy?

YES

NO

If **yes** is the answer to the above question, please provide name below and a copy of the policy.

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I hereby declare that all the information provided is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Only sign this portion if you wish to allow Exhibition Place to obtain a Record of Charges on your behalf from the Ontario Ministry of Labour. **If you have included a current Record of Charges, or if you do not wish Exhibition Place to acquire this report DO NOT sign below.**

**I hereby authorize the Exhibition Place to obtain a Record of Charges from the Ontario Ministry of Labour.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

**SCHEDULE 7**

**SAMPLE LETTER**

(Insert Date)

**To:**               **All Submission Contractors**  
                      **(Insert Name & Company Address)**

**Re:**               **(Insert Exhibition Place Project Title and Number)**

Dear Sir:

On behalf of the Board of Governors of Exhibition Place, we thank you for your pre-qualification submission for the above noted project. We have reviewed all the pre-qualification packages submitted on (insert date). The following (insert number) contractors have been pre-qualified for this project:

(List Contractors)

The tender is tentatively scheduled for (insert date). Tender documents will be available on this date at the City of Toronto Purchasing Department. A mandatory site tour meeting is scheduled on (insert date) at (insert time) and closing date for the tender will be (insert date) at 3 pm. Please contact the designated City buyer upon that date. Tenders will be opened publicly by Exhibition Place Corporate Secretary at the Queen Elizabeth Building at 200 Princes' Boulevard, Exhibition Place, Toronto.

Yours truly,

Danny Chui, P.Eng., FEC  
Capital Works Manager  
DC/aa

Cc:

## **SCHEDULE 8**

### **SAMPLE - TENDER ADVERTISEMENT OUTLINE**

(Must be published on \_\_\_\_\_, 2001)

**"CITY OF TORONTO LOGO"**

#### **NOTICE TO PRE-QUALIFIED / GENERAL CONTRACTORS TENDER CALL NO. CONTRACT NO. 01-**

Tenders are invited from Pre-Qualified General Contractors for the following project:

(Insert Project Title)

#### **SCOPE OF WORK**

Work will include (describe the work).

SEALED TENDER FORMS must be addressed to the Corporate Secretary of the Board of Governors of Exhibition Place, Toronto, and must be delivered by hand (facsimile and or post office mail are not acceptable) to the Queen Elizabeth Building, Executive Offices, 200 Princes' Boulevard, Exhibition Place, Toronto, Ontario, M6K 3C3, no later than 3:00 p.m. local time on:

(insert day, month, date, year)

NO SUBMISSIONS WILL BE ACCEPTED AFTER THIS DEADLINE.

Envelopes containing tenders must be plainly marked as to contents.

Tender forms, plans and specifications shall be obtained at the Finance Department, Purchasing & Materials Management Division, 19th Floor, West Tower, City Hall, 100 Queen Street West, Toronto (Telephone 416-392-7322). A non-refundable fee of \$100 in the form of cash or a cheque made payable to the City Treasurer is required for each set of documents.

A mandatory pre-Tender site tour will be held on (month, date, year), at (time) a.m., at the General Services Building, Capital Works Division, 2 Strachan Avenue, Exhibition Place.

\* **ONLY** The following (general or other type of) Contractor(s) have been pre-qualified for this project: (Delete this paragraph if no pre-qualification in this project)

(insert list of contractors)

Conditions relating to tendering, as prescribed in the Form of Tender and Specifications, must be strictly complied with. The lowest, or any tender, is not necessarily accepted. In the event that only one (1) submission is received, Exhibition Place reserves the right to either reject the Tender or negotiate with the Bidder.

The Board is bound by the fair wage policies of the City of Toronto and the current province-wide collective agreements with respect to the industrial, commercial and institutional sectors of the construction industry. (\*If no pre-qualification was done)

For further information, contact (insert name of consultant, contact person and telephone number).

#### **EXHIBITION PLACE LOGO**



## **SCHEDULE 9**

### **SAMPLE - ADDENDUM NO. 1 AND MINUTES OF MEETING FOR SITE TOUR**

#### **THE BOARD OF GOVERNORS OF EXHIBITION PLACE CAPITAL WORKS DIVISION**

**Date:**

**Addendum No. 1**

**Tender For:**

**Contract No.: XX-XXXX-XXXXX**

**Total Pages:**

**This Addendum is issued to define certain revisions to the drawings and specifications and to clarify and expand certain items, notes or clauses in the drawings and specifications required to be considered by Tenderers when submitting Tenders for the work and for these reasons this Addendum No. 1 shall form part of the Contract Documents covering the Tender. The Tenderers shall revise their Tender to include any cost arising from the information contained in this Addendum No. 1.**

---

#### **Minutes of Site Meeting (Date & Time):**

**The meeting commenced in the General Services Building, Ground Floor Meeting Room, 2 Strachan Avenue**

**Attendees: (List all individuals and their company name, who were in attendance)**

1. Danny Chui, Capital Works Manager, has opened the Meeting
  - Danny drew the attention of the contractors to Clause 1 (5) of the Instructions to Tenderers, and specifically demanded that all Schedules **must** be filled out, in case The Board of Governors of Exhibition Place decides to make revisions to the tender utilizing these Schedules. All Form 1 (blue pages) Schedules (I, II, III and V) must be completed. **Not completing these Schedules will be reason to eliminate the Tender as illegitimate.**
  - Danny explained that page one of the Form 1, Schedule II, Construction/Unit Price Details, Section 1, A and B for owners' information, but they shall be included on page two, in all Sections of 2, 3, 4 and 5 as a share of that particular Section, as requested.
  - Also mentioned, the phasing of the construction will be in accordance with the order has been indicated on Form 1, Schedule I, page 2. Section 4 and 5 should be identified in the Schedule III, as requested, and in case they can be deleted from the contract in that order.
  - Etc.
2. Takvor Hopyan, the project architect gave a brief explanation in regard to the following:
  - Poured-In place concrete work repair and replacement, as well as the pre-cast concrete and limestone cleaning have been removed from this contract.
  - Part of the previous pre-cast concrete replacement work have now been changed to the repairing work, as indicated in the revised notes of drawings.
- The owner at its discretion reserve the right to delete the Restoration Work of the East and West Elevations from the contract, completely, or in part (e.g. only to include Reinforcing Metal Ties). The partial restoration work will be paid by the designated Unit Prices, as in Schedule V.

**Please acknowledge receiving this Addendum in your Tender Form on Page TF-3**

## **SCHEDULE 10**

### **SAMPLE 'CONSULTANT TENDER REPORT / RECOMMENDATION'**

**The Board of Governors of Exhibition Place  
General Services Building  
Exhibition Place  
Toronto, Ontario  
M6K 3C3**

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**Attention:** Mr. Danny Chui, P.Eng.  
Capital Works Manager

**Re: Tender for (Insert Exhibition Place Project Title and Number)**

Dear Sir:

As requested we have reviewed tenders submitted for the above referenced Project.

Tenders for the above mentioned contract were received by the Corporate Secretary of the Board of Governors of Exhibition Place at (insert time & date) at \_\_\_\_\_ Building, Exhibition Place, Toronto, Ontario.

The estimated Bulk Tender Price of each bidder is summarized as follows:

<b>Name of Bidders</b>		<b>Base Bid</b>	<b>Bid Amount after Mathematical Adjustment</b>	<b>Remarks</b>
R.O.M. Contractors Inc. (Ross Clair)		\$1,256,248.00	\$1,256,248.00	
R-Chad General Contracting Inc.		\$1,339,000.00	\$1,339,000.00	
Brown Daniels Associates Inc.		\$1,631,478.10	\$1,631,478.10	
MN Dynamic Construction Ltd.		\$1,746,834.00	\$1,746,815.00	Minor mathematical errors in schedule of prices & H.S.T. calculation.
Canada Construction Limited		\$1,822,237.00	\$1,822,237.00	
Pegah Construction Ltd.		\$1,929,300.00	\$1,929,300.00	Bid Form with qualifications, incomplete Bid Form.

The tender prices include all applicable taxes and duties except H.S.T.

## **SCHEDULE 10 (cont'd)**

### **Outline of Work:**

This Phase IV renovation consists of locations of Washrooms #5, #6, #7 & #9. It is the continuation of Phase I, Phase II & Phase III [Washrooms #1, #2, #3, #4, #8, #10, #11 & #12] of the Washrooms Renovation at Direct Energy Centre.

Similar to Phases I, II & III, Tender for Phase IV calls for bids for washroom renovations which consist of Five (5) Women Washrooms and Three (3) Men Washrooms. One Hundred & Thirteen (113) toilets to remain, Twenty-nine (29) new urinals and Seventy-six (76) new wash basins.

Selective demolitions required to remove all existing toilet partitions, urinals, wash basins and vanities. New trough sinks will be provided. New concealed paper-less high-speed electrical hand dryers, Baby Change Stations are provided. Stone clad vanity counters and urinal walls for ease of maintenance. New energy-efficient lighting, water saving faucets and urinal flush valves are provided to complete the modernization of the facilities. Overall new painting and new floor & wall tiles are also provided.

### **Review of Bids Received**

All bids submitted had been checked with signed & sealed Bid Forms, signed Statutory Declaration of Tenderers and signed & sealed Bid Bonds. The followings are noted:

**Pegah Construction Ltd.** – Hand-written remarks were found in FORM 1, TF-3, next to item 6. (1) (i) and Schedule II pg II-1, Section 1, Items A, B & C. In FORM 2 Statutory Declaration of Tenderer, name of Tenderer and name of Tender were missing.

**MN Dynamic Construction Ltd.** – Minor adding discrepancies were found in Schedule II Construction Price Details Sections and the variance [\$19.00] adjustment was applied to the Construction Price of this bid. Further, in FORM 1, TF-3 item 6 (1) (vi) Total HST, an error of \$0.05 variance was found, no adjustment to the Contract Price is required.

**R.O.M. Contractors Inc. o/a Ross Clair Contractor** – In FORM 1, TF-3 Item 6 (1) (vi) Total HST, \$0.24 was omitted from the amount stated, no adjustment to the Contract Price is required. In FORM 1, TF-1 Item (2) the location and years of Tenderer had been carrying on business were missing. In FORM 1, TF-3 Item 5 regarding of addenda received and included by the Tenderer was not completed. In FORM 2 Statutory Declaration of Tenderer, name of Tenderer and name of Tender not provided. In FORM 3 Bid Bond, date of Bid submission was missing. The above mentioned items had since been corrected by the Tenderer at Exhibition Place offices.

## **SCHEDULE 10 (cont'd)**

The low bid was submitted by **R.O.M. Contractors Inc. o/a Ross Clair Contractor (R.O.M.)**. According to information from R.O.M., Ontario General Contractors Association, Daily Commercial News – Certificate of Substantial Performance CSPs records, the followings are noted:

R.O.M. is a member of the Ontario General Contractors Association and had been in the construction industry since 1975. R.O.M. CSP publication records in Daily Commercial News listed completed projects since 1999 which include projects for the TTC, Hospital for Sick Children and for municipalities including, York, Toronto, Ottawa, Mississauga, Brampton, Oakville, Vaughan. Their reported annual value for the past five years:

2013	\$28 M
2012	\$32 M
2011	\$29 M
2010	\$24 M
2009	\$30 M

Within these completed projects, there are 2 washroom-related projects, namely, the Construction of a New Public Washroom at the YRT Richmond Hill Centre Terminal for The Regional Municipality of York in December 2012 and the Washroom Accessibility Upgrades at Queen's Park, Macdonald Block for the Minister of Public Infrastructure Renewal in January 2010. A small renovation project for Exhibition Place, at the Direct Energy Centre was reported completed.

Based on the above and R.O.M. revised Bid Form received from Exhibition Place, the compliant low bid is \$1,256,248.00 submitted by **R.O.M. Contractors Inc. o/a Ross Clair Contractor**. The low bid price is below the budget of \$1,682,000.00 per cost estimation report dated July 27, 2012, H.S.T. not included.

The tender is open to acceptance for a period of ninety (90) days from the date of closing.

## **SCHEDULE 11**

### **THE BOARD OF GOVERNORS OF EXHIBITION PLACE**

#### **CONSULTANT CHECKLIST FOR PREPARATION OF TENDER PACKAGE**

<b>The following must be completed on</b>	<b>Typed and Insert Information Required</b>
<b>Cover Page (Beige)</b>	- Contract Name and Title, Contract No., Tender Call No., Mandatory Meeting & Site Tour Date/Time and Bid Bound Value
<b>Call for Tenders (Pg i) (White)</b>	- Contract Name & Title, Contract No., Tender Call No. - Deadline for Tender Submission - *Date of Issue for Tender (Ad Publication Date) - Name of Subsurface Report (If any) & number of pages - Construction Dates or Event Dates - Designated Substances Report - Schedules I to V (strike out any are applicable) and insert no. of pages to each
<b>Tender Information (Pg iii) (White)</b>	- Contract Name & Title & Contract No. - City Buyer Contact Information (other than Brenda Duffley)
<b>Section IB – Instructions to Tenderers (Green)</b>	
<b>Clauses: 1B(1) Nature of Work</b>	- Description of Work and Contract No.
<b>1(2)(xii)</b>	- Date of Tender Issued
<b>2(1) Mandatory Site Tour</b>	- Date and Time
<b>3(1) Deadlines</b>	- Contract Name and Title and Deadline for Tender Submission
<b>8(3)(i) Cash Allowance</b>	- Amount of Cash Allowance in Words and Figures and Description of its use
<b>9(1) Contingency Allowance</b>	- Amount of Contingency Allowance in Words and Figures
<b>13(1) Bonding</b>	- Amount of Bid Bond in Figures
<b>18(5)(i) to (iv) Schedules</b>	- Dates of Construction in Stages
<b>25(1)</b>	- Subsurface Investigation - Engineering Firm and Report Title (strike out if inapplicable)
<b>35 Warranty Holdback</b>	- Insert Warranty Holdback Amount

## **SCHEDULE 11 (cont'd)**

### **Section IV.3A - General Conditions - Schedule 'C' (Yellow)**

- |                  |              |   |   |
|------------------|--------------|---|---|
| <b>Articles:</b> | <b>29(D)</b> | - | Substantial and Final Completion Date       |
|                  | <b>29(E)</b> | - | Liquidated Damage Amount in Words & Figures |

### **Section VII – Tender Forms 1 to 4 (all Pages) (Blue)**

- |                          |                                       |   |  |
|--------------------------|---------------------------------------|---|--|
|                          | <b>Tender Call Cover Page</b>         | - | Contract No, Tender Call No, Issue Date, Bid Bond Amount                   |
| <b>FORM 1 Clauses:</b>   | <b>'RE' on Pg. TF-1</b>               | - | Contract Name and Title  |
|                          | <b>2(1)(ix) on Pg. TF-2</b>           | - | Date of Issue for Tender   |
|                          | <b>6(1)(ii) and (iii) on Pg. TF-3</b> | - | Cash & Contingency Allowance in Figures                                    |
|                          | <b>7(I)(ii) on Pg. TF-4</b>           | - | Amount of Bid Bond in Block Capital and Figures                            |
|                          | <b>Schedules I to V</b>               | - | Consultant to come up with price schedule on all schedules (if applicable) |
| <b>FORM 3 – Bid Bond</b> |                                       | - | Amount & Figures in 2 places   |

s

**SCHEDULE 12 (do not show on invoice)**

Sample Format for CONSULTANT BILLING (do not show on invoice)

**(ON CONSULTANTS LETTERHEAD)**

Billing No. 3

Billing Period July 1 to July 31/2010

Consultant's Invoice No: 111-3

Date: July 31, 2010

To: The Board of Governors of Exhibition Place  
c/o Capital Works Division  
100 Princes' Blvd., Suite 1  
Exhibition Place  
Toronto, Ontario  
M6K 3C3

Attention: Danny Chui, P.Eng., Manager, Capital Works Division

Re: (EXHIBITION PLACE PROJECT NO.)  
(PROJECT NAME & TITLE)

(DESCRIPTION OF SERVICES RENDERED)

**FEES & DISBURSEMENTS**

Total agreed-upon amount (Fees \$73,125.00 + Disb. \$1,500.00)	\$ <u>74,625.00</u>
Total Amount Billed to Date (Fees \$ 48,750.00 + Disb. \$700.00)	\$ <u>49,450.00</u>
Less amount previously billed (Fees \$18,280.00 + Disb. \$102.00)	\$ <u>(18,382.00)</u>
Amount Due This Billing (Fees \$ 30,470.00 + Disb. \$598.00)	\$ <u>31,068.00</u>
Less 10% Holdback This Billing (Fees only)	\$ <u>(3,047.00)</u>
<b>Net Amount Due This Invoice</b>	\$ <u>28,021.00</u>
13% HST (No. XXXXXX) on Net	\$ <u>3,642.73</u>
<b>TOTAL AMOUNT THIS INVOICE</b>	\$ <u>31,663.73</u>

**NOTE: Figures are fictitious and are used only for example.  
Backup information for Fees and Disbursements must be attached.  
Invoices must be on Consultant Letterhead**

**SCHEDULE 13 (do not show on invoice)**

Sample Format for CONSULTANT HOLDBACK BILLING (do not show on invoice)

**(ON CONSULTANT'S LETTERHEAD)**

Billing No. 6 (Holdback Release)

Billing Period \_\_\_\_\_

Invoice No: 111-6

November 30, 2010

The Board of Governors of Exhibition Place  
c/o Capital Works Division  
100 Princes' Blvd., Suite 1  
Exhibition Place  
Toronto, Ontario  
M6K 3C3

Attention: Danny Chui, P.Eng., Manager, Capital Works Division

Re: PROJECT NO.  
Consulting Services for  
(Type Project Title & Desc.)

**HOLDBACK RELEASE REQUEST**

**FEES & DISBURSEMENTS**

Total agreed-upon amount (Fees \$73,125.00 + Disb. \$1,500.00)	\$ <u>74,625.00</u>
Amount Billed to Date (Fees \$73,125.00 + Disb. \$1,400.00)	\$ <u>74,525.00</u>
Less amount previously billed	\$ <u>74,525.00</u>
Holdback Accumulated to Date (Fees only)	\$ <u>7,312.50</u>
Less holdback previously released	\$ <u>(1,500.00)</u>
<b>Net Holdback Release Due This Invoice</b>	\$ <u>5,812.50</u>
13% HST (No. XXXXXX) on Net	\$ <u>755.63</u>
<b>TOTAL AMOUNT THIS INVOICE</b>	\$ <u>6,568.13</u>



**SCHEDULE 14 (do not show on invoice)**

Sample Format for CONTRACTOR BILLING (do not show on invoice)

**(ON CONTRACTOR'S LETTERHEAD)**

Billing No.: 3

Billing Period: July 1 to July 31/2010

Contractor's Invoice No.: 111-3

Date: July 31, 2010

To: The Board of Governors of Exhibition Place  
c/o Consultant Name and Address

Re: (CONTRACT NO.)  
(CONTRACT NAME & TITLE)

\*Construction Cost (Original Contract Price, Approved Change Orders, Individual Items)

Awarded Total Contract Amount	\$ <u>384,000.00</u>
Less Contingency	\$ <u>(30,000.00)</u>
Authorized Extras	\$ <u>28,800.00</u>
Authorized Credits	\$ <u>(2,000.00)</u>
Adjusted Contract Amount	\$ <u>380,800.00</u>
Total Value of Work Finished to Date	\$ <u>251,500.00</u>
Less Amount Previously Certified Before Holdback	\$ <u>103,000.00</u>
Amount Due This Billing	\$ <u>148,500.00</u>
Less 10% Holdback This Billing	\$ <u>(14,850.00)</u>
<b>Net Amount Due This Invoice</b>	\$ <u>133,650.00</u>
13% HST (No. XXXXXX) on Net	\$ <u>17,374.50</u>
<b>TOTAL AMOUNT THIS INVOICE</b>	\$ <u>151,024.50</u>

**NOTE: Figures are fictitious and are used only for example.**

**Breakdown of Construction Cost per contract document - Tender Form, Schedule II and summary of approved Change Orders are to be attached.**

**All original Contractor invoices should be forwarded to Consultant for certification.**

**SCHEDULE 15 (do not show on certificate)**

Sample Format for CERTIFICATE OF PAYMENT (do not show on certificate)

**CERTIFICATE OF PAYMENT**

**(ON CONSULTANT'S LETTERHEAD)**

Certificate of Payment No: 3

Billing Period: July 1 to July 30/2010

Contractor: ABC Construction

Date: July 31, 2010

To: The Board of Governors of Exhibition Place  
c/o Capital Works Division  
100 Princes' Blvd., Suite 1  
Exhibition Place  
Toronto, Ontario  
M6K 3C3

Attention: Danny Chui, P.Eng., Manager, Capital Works Dept.

(CONTRACT NO.)

(CONTRACT NAME & TITLE)

This is to certify, in accordance with the above contract that (Name of Contractor) is entitled to a payment of One Hundred Fifty-One Thousand and Twenty-Four 50/100 Dollars (\$151,024.50)

**STATEMENT OF ACCOUNT**

Original Contract Amount (Pre-G.S.T.)	\$ <u>384,000.00</u>
Less Contingency and/or Cash Allowance	\$ <u>(30,000.00)</u>
Sub Total	\$ <u>354,000.00</u>
Authorized 'Extras' (Additions)	\$ <u>28,800.00</u>
Authorized 'Credits' (Deductions)	\$ <u>(2,000.00)</u>
Adjusted Contract Amount	\$ <u>380,800.00</u>
Value of Work Finished to Date	\$ <u>251,500.00</u>
Holdback Accumulated to Date	\$ <u>25,150.00</u>
Holdback Released to Date	\$ <u>0.00</u>
Adjusted Holdback	\$ <u>25,150.00</u>
Less Amount Previously Certified Prior to Holdback	\$ <u>103,000.00</u>
Amount due by THIS CERTIFICATE	\$ <u>148,500.00</u>
<b>Less 10% Holdback For This Certificate</b>	\$ <u>(14,850.00)</u>
<b>Net Amount Due</b>	\$ <u>133,650.00</u>
13% HST (No. XXXXXX) on Net	\$ <u>17,374.50</u>
<b>TOTAL AMOUNT THIS CERTIFICATE</b>	\$ <u>151,024.50</u>

(Signature of Consultant)

(Name and Title of Consultant)

**NOTE: Original invoices of Contractor are to be attached.**

**Figures are fictitious and are used only for example**

**Certificate of Payment must be on Consultant letterhead**

## **SCHEDULE 16**

### **Sample Format for PROPOSED CHANGE** **ON CONSULTANT'S LETTERHEAD** **PROPOSED CHANGE**

Exhibition Place Contract No.:

Date:

Contract Name & Title:

P.C. No.:

TO: (Contractor's Name & Address)

Please submit **IN DETAIL** (showing unit price of labour, material, equipment and profit if allowed by contract) the amount by which the contract price would be altered if the following changes were to be made. No work shall be done by the Contractor in connection with this Proposed Change, nor shall any costs be incurred (including restocking charge) which would be chargeable against the Owner until a signed Change Order or a written authorization has been received by the Contractor. Prices shall be valid for sixty (60) days from date of submission to Owner for approval.

(Itemized Description of Change)

**Drawing(s) Affected:**

**Reasons for Change:**

- \_\_\_\_\_ Anticipated Saving in Construction
- \_\_\_\_\_ To Simplify or Facilitate Construction
- \_\_\_\_\_ Changed Requirements or Conditions
- \_\_\_\_\_ Clarification of Tender Documents
- \_\_\_\_\_ Other Reasons

**Date the Owner was notified:**

**Method of Payment:** Cost Plus/Lump Sum/Unit Price (Circle One)

Consultant (Name of Co.)

Per: \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

cc: Capital Works Manager, Exhibition Place

Note: **No time extension will be allowed for extra work performed within the pre-set Contingency Allowance in the Form of Tender.**

## **SCHEDULE 17**

### **Sample Format for SUMMARY OF CHANGE ORDERS**

#### **ON CONSULTANT'S LETTERHEAD**

#### **SUMMARY OF CHANGE ORDERS**

Exhibition Place Contract No.:

Date: April 15, 2000

Contract Title:

Contractor:

Base Contract: \$ \_\_\_\_\_  
\$ \_\_\_\_\_

Contingency

Approved:

**Consultant is to include updated summary and submit it on every change order agreed upon along with the new change order(s) for approval by Exhibition Place.**

PROPOSED CHANGE			CHANGE ORDER		
P. C. No.	Description of Work	Date P.C. Issued by Consultant	C. O. No.	Actual Cost \$	Date C.O. Approved by Exhibition Place
1	Adding 100 ft. pipe	Mar. 1, 2000	1	\$12,000	March 8, 2000
2	Adding 3 doors	Apr. 1, 2000	3	\$4,000	
3	Cutting additional area of floor	Apr. 5, 2000	2	\$10,000	April 9, 2000
	<b>TOTAL</b>			\$26,000	

Contingency Allowance in Contract      \$ 35,000.00

Accumulated Change Orders              \$ 26,000.00

Allowances Remaining                      \$ 9,000.00

**SCHEDULE 18 (do not show on CO)**

Sample Format for CHANGE ORDER (do not show on CO)

**ON CONSULTANT'S LETTERHEAD  
CHANGE ORDER NO. \_\_\_\_\_**

Exhibition Place Contract No.: \_\_\_\_\_

Date: December 1, 2010

Contract Title: \_\_\_\_\_

P.C. No.: \_\_\_\_\_

TO: (Contractor's Name & Address)

\_\_\_\_\_

You are hereby instructed to proceed with this change in accordance with the general conditions of your contract.

Change Notice \_\_\_\_\_. (Description of work to be performed)

(1)	(2)	(3)	(4)	(5)	(6)
Awarded Contract Amount Without C.A.	Contingency Allowances In Contract	Amount this Change Order	Accumulated Change Orders (Inc. this C.O.)	Adjusted Contract Amount  (1) + (4)	Allowances Remaining  (2) - (4)
<u>\$250,000</u>	<u>\$25,000</u>	<u>\$4,000</u>	<u>\$16,000</u>	<u>\$266,000</u>	<u>\$9,000</u>

This Change Order will result under the following conditions:

(1) Extension: NIL days required. (2) Drawing(s) affected:

\_\_\_\_\_  
Consultant (Name & Title)      Date

\_\_\_\_\_  
Chief Financial Officer      Date  
Exhibition Place

\_\_\_\_\_  
Project Co-ordinator      Date  
Exhibition Place

\_\_\_\_\_  
Capital Works Manager      Date  
Exhibition Place

\_\_\_\_\_  
Chief Executive Officer      Date  
Exhibition Place  
(Applicable on amounts **over** \$10,000)



**SCHEDULE 19**  
**Scope Change Authorization for Consultants**

**SCOPE CHANGE NO. 1**

Exhibition Place Project No.:

Date:

Project Title:

Proposed Scope Change Ref.:

-----

This scope change is agreed upon by the Board and the Consultant. The Consultant is hereby authorized to proceed with this change in accordance with the general conditions of the agreement (Initial PO #13474).

Description of scope change:

**(1)**  
**Original**  
**Consultant**  
**Agreement**  
**Amount**

**(2)**  
**Amount of**  
**this Scope**  
**Change**

**(3)**  
**Accumulated**  
**Scope Changes**  
**(including this SC)**

**(4)**  
**Adjusted**  
**Consultant**  
**Agreement**  
**Amount**

**(1) + (3)**

\* All amounts exclude HST

All other terms and conditions of the agreement remain the same.

\_\_\_\_\_  
Eric Cho, P.Eng. President      Date  
E.C. & Associates Ltd.

\_\_\_\_\_  
Chief Financial Officer      Date  
Exhibition Place

\_\_\_\_\_  
Capital Works Manager      Date  
Exhibition Place

\_\_\_\_\_  
Chief Executive Officer      Date  
Exhibition Place  
(Applicable on amounts **over** \$10,000)

**SCHEDULE 20**

**Sample Format DAILY/WEEKLY PROGRESS REPORT**  
**ON CONSULTANT'S LETTERHEAD**  
**DAILY/WEEKLY PROGRESS REPORT**

Pg. \_\_\_\_ of

Exhibition Place Contract No.:

Date:

Contract Name & Title:

Time:

Weather:

Temperature:

CONTRACTOR(S):

(ON SITE)

MANPOWER:

EQUIPMENT:

ACTIVITIES:

COMMENT(S):

CONSULTANT  
NAME:

NAME & SIGNATURE  
OF INSPECTOR:

## **SCHEDULE 21**

### **Sample Format for MINUTES OF MEETING** **ON CONSULTANT'S LETTERHEAD** **MINUTES OF MEETING**

Exhibition Place Contract No.:

Date:

Contract Name & Title:

Time:

Present:

Location:

Minute No.:

Purpose: Regular Site Meeting or Design Meeting

Continued Items: Arising from the reading of Minutes of previous meeting of (Date).

#### **Action By:**

- |    |  |               |
|----|--|---------------|
| 1. | North West drain req'd to be drained         | Contractor    |
| 2. | Detail for door hinge req'd                  | Consultant    |
| 3. | Req'd source of power to North West entrance | Capital Works |

#### **New Items:**

- |    |   |            |
|----|---|------------|
| 4. | Ponding at North West entrance remained             | Contractor |
| 5. | Road Cross Section req'd for profile for Contractor | Consultant |

#### **Progress Report:**

- |    |  |
|----|--|
| 6. | South East entrance completed (detail....)   |
| 7. | North West entrance in progress (detail....) |

The meeting adjourned at (Time).

Any questions, error or omission regarding the above minutes please contact the undersigned within 48 hours of receiving minutes.

Minutes prepared by:

Consultant

Name and Title

cc: All present

Capital Works Project File



**SCHEDULE 22**

**Sample Format for SITE INSTRUCTION**  
**ON CONSULTANT'S LETTERHEAD**  
**CHANGE DIRECTIVE / SITE INSTRUCTION**

Exhibition Place Contract No.:

Date:

Contract Name & Title:

S.I. No.:

TO: (Contractor's Name & Address)

Dear Sirs:

Under the above-mentioned contract, we do hereby direct you to

(Itemized description of work)

This work is part of the contract and no additional payment nor extension of time is authorized therefore.

Yours truly,

Consultant

Date

cc: Project Engineer/Co-ordinator, Capital Works

(Note: This form is **Not** to be used where a change in contract Price is involved but shall be used in all other cases when issuing instruction or notice to the Contractor.)

**SCHEDULE 23**

**Form 6  
Construction Lien Act, 1983**

**CERTIFICATE OF SUBSTANTIAL PERFORMANCE  
OF THE CONTRACT UNDER SECTION 32 OF THE ACT**

**City of Toronto (Successor to The Municipality of Metropolitan Toronto pursuant to  
City of Toronto Act 1997)**

-----  
(County/District or Regional Municipality/City or Borough of Municipality of City of Toronto in which premises are situated)

**Exhibition Place, 2 Strachan Avenue, Toronto, Ontario M6K 3C3**

-----  
(Street address and city, town, etc., or, if there is no street address, the location of the premises)

**This is to certify that the contract for the following improvements:**

-----  
(short description of the improvements and contract number)

**to the above premises was substantially performed on**

-----  
(date substantially performed)

**Date certificate signed:** -----

-----  
(sign here)

-----  
(Type name of signee & title)

-----  
(Payment certifier where there is one)

-----  
(owner & contractor where no payment certifier)

**Name of Owner:** **City of Toronto (Successor to The Municipality of Metropolitan Toronto  
pursuant to City of Toronto Act 1997)** (Registered Owner)

-----  
**The Board of Governors of Exhibition Place**

**Address for Service:** **The City Clerk's Office, 100 Queen Street West, 2<sup>nd</sup> Floor West, City Hall  
Toronto, Ontario M5H 2N2** (City)

-----  
**100 Princes' Blvd., Suite 1, Toronto, Ontario M6K 3C3** (Exhibition Place)

**Name of Contractor:** -----

**Address for Service:** -----

**Name of Payment**

**Certifier (where applicable):** -----

**Address of Certifier:** -----

**Address (Use A or B whichever is appropriate):**

**A. Identification of premises for preservation of liens:**

**Exhibition Place, 2 Strachan Avenue, Toronto, Ontario, M6K 3C3, Pin No. 21383-0039(LT), 21383-0040(LT), 21383-0001(LT) and  
21383-0036(LT)**

-----  
(where liens attach to premises, reference to lot and plan or instrument registration number)

**B. Office to which claim for lien and affidavit must be given to preserve lien:** N/A

-----  
(where liens do not attach to premises)

**O. Reg. 159/83, Form 6**

**SCHEDULE 24**

**Sample Format for CERTIFICATE OF COMPLETION**  
**ON CONSULTANT'S LETTERHEAD**  
**CERTIFICATE OF COMPLETION**

Exhibition Place Contract No.:

Date:

Contract Name & Title:

Contractor:

**DESCRIPTION OF WORK:**

We, \_\_\_\_\_, certify the following;

- (I) THAT all deficiencies have been rectified,
- (II) THAT, as shown on the Certificate of Substantial Performance of the Contract, the date of substantial completion of works was
- (III) THAT, the date of completion of the work was (Day, Month, Year), and that the following sum may be released to the Contractor \$\_\_\_\_\_ (The original Contractor's Invoice included herewith).
- (V) That the period of warranty for this Contract begins on the issuance of this Certificate.

(Name of Consultant)

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

\_\_\_\_\_  
(Name & Title)                      Date

\_\_\_\_\_  
Manager, Capital Works Division                      Date

**SCHEDULE 25**

**Sample Format for FINAL CERTIFICATE**  
**ON CONSULTANT'S LETTERHEAD**  
**FINAL CERTIFICATE**

Exhibition Place Contract No.:

Date:

Contract Name & Title:

Consultant:

Contractor:

**DESCRIPTION OF WORK:**

We, \_\_\_\_\_ certify that:

1. The Contractor named herein has completed all required warranty work, has rectified all deficiencies and has fulfilled all other terms of the contract with The Board of Governors of Exhibition Place.
2. The period of maintenance for this Contract expires on the issuance of this Certificate.

(Name of Consultant)

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

\_\_\_\_\_  
(Name & Title)                      Date  
Date

\_\_\_\_\_  
Manager, Capital Works Division

## SCHEDULE 26

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