



21

## EXHIBITION PLACE

November 18, 2008

**ACTION REQUIRED**

To: The Board of Governors of Exhibition Place

From: Dianne Young  
Chief Executive Officer

Subject: **Agreement for Sewer and Watermain Contractor Services**

### Summary:

This report recommends the Board enter into agreement with R. Galati Contracting Ltd. (Galati), commencing January 1, 2009 for the provision of sewer and watermain contractor services and related services to Exhibition Place. A Request for Quotation (RFQ) process was issued through the City of Toronto, Finance Department, Purchasing and Materials Management Division for the provision of sewer and watermain contractor services and related services to Exhibition Place.

Galati is based in Toronto, Ontario and has carried on business in underground services since 1948. References include Ontario Place, City of Toronto, Catholic School Board and the University of Toronto.

### Recommendations:

**It is recommended that the Board approve an agreement between the Board and Galati for a period of one (1) year, with the option to extend for two (2) additional one (1) periods, on the terms and conditions outlined in this report and other such terms and conditions satisfactory to the Chief Executive Officer of the Board and the City Solicitor.**

### Financial Impact:

The projected annual expenditure for sewer and watermain contractor services, and related services, is \$90,000 and is provided for in the 2009 operating budget.

### Decision History:

In November 2005 the Board entered into agreement with R. Galati Contracting Ltd. for the provision of sewer and watermain contractor services, commencing January 1, 2006 and expiring December 31, 2008.

### Issue Background:

The term of the 2006 agreement is set to expire December 31, 2008.

Comments:

On October 6, 2008, Exhibition Place through the services of City of Toronto issued a Request for Quotation to establish a new agreement for the provision of sewer and watermain contractor services commencing January 1, 2009.

The RFQ specified the Board's requirements and service expectations and was accordingly structured in a manner that required bidders to list hourly rates for various personnel and equipment that could be used in carrying out repairs and related works, as well as percentage mark-ups over invoice cost for all materials used. For comparison purposes, the hourly rates quoted were applied to projected annual requirements resulting in Total Lump Sum Prices. Firm prices were quoted for each of the three years.

The RFQ closed on October 28, 2008 with two quotations received. The Lump Sum prices were as follows:

<b>Bidder</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
R. Galati Contracting Ltd.	\$82,361.50	\$83,351.63	\$84,361.56
OJCR Construction Ltd.	\$ 100,952.95	\$110,670.03	\$123,698.53

The Galati quotation is the overall lowest acceptable bid received in compliance with all requirements.

Staff report favourably on Galati's past performance at Exhibition Place. The City of Toronto Fair Wage and Labour Trades Office confirms that Galati is in compliance with the Fair Wage and Labour Trades requirements for this work

Staff are recommending the approval of an agreement with Galati on the following terms and conditions:

- (a) Term: One year commencing January 1, 2009 with the option to extend for two additional one-year periods subject to satisfactory performance review and budget availability.
- (b) Pricing: Pricing is to be fixed during the term of the Agreement in accordance with the terms of the RFQ
- (c) Assignment: The agreement shall not be assigned by Galati without written consent of the Board.
- (d) Indemnity/Insurance: Galati shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording.
- (e) Union Obligations: Galati shall comply with all trade union/association agreements affecting work done on the grounds.
- (f) Other Commercial Terms: The agreement shall include other standard commercial terms respecting termination and other matters in a form satisfactory to the City Solicitor and the CEO.

Contact

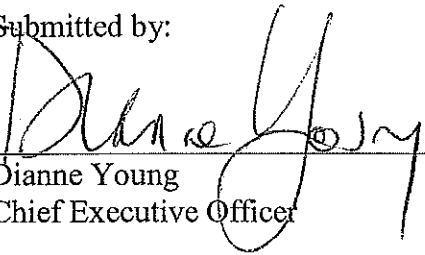
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Submitted by:



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