



August 23, 2022

**Invitation To Tender – RFP 2022-001**

Peterborough Housing Corporation invites Contractors to submit a sealed tender for Winter Snow Plowing and Snow Removal at various properties within the City and County of Peterborough.

Enclosed please find copies of the Scope of Work, Specifications, Tender Submission Forms, Appendices, General Conditions and Peterborough Housing Corporation Policies which all form part of the awarded Contract.

Please complete and return the enclosed Tender Submission Form including all appendices as required with the required Bid Security in the amount of \$5,000.00. Your company name and return address must be provided on the front of the envelope.

Proponents are reminded that failure to return all required completed Appendices with their Submission may render their Tender Submission null and void at the sole discretion of the Peterborough Housing Corporation.

The term of this contract is from November 15, 2022 to April 15, 2025 plus 2 optional 1 year extensions at the sole discretion of PHC.

A Mandatory Information Meeting will be held to review the tender specifications on **Wednesday, August 31, 2022 at 1:00 p.m.** at the Peterborough Housing Corporation office, 526 McDonnel St, Peterborough, ON.

Bidders that attend the mandatory meeting may then visit the sites included the RFP without escort and submit questions to PHC until **Friday, 09 September, 2022 at 1:00pm**. Property maps/drawings will also be reviewed during the mandatory meeting.

To be considered, all Tenders must be received at the Peterborough Housing Corporation office not later than **1:00 p.m. local time on Friday, September 16, 2022**.

The lowest or any tender not necessarily accepted. If you do not intend to bid please submit the No Bid Form included in the RFP Package to assist us in future bid processes.

Respectfully,

John Gallen  
Building Asset Manager

Enclosures

# Tender Submission

<b>Tender No:</b> RFP 2022-001	<b>Closing Date:</b> Friday, September 16, 2022	<b>Time:</b> 1:00 P.M.
Submitted to (Owner): Peterborough Housing Corporation Office Suite, 526 McDonnell St. Peterborough, Ontario K9H 0A6	<b>Work Description:</b> To supply labour, materials, equipment and transportation necessary for <b>winter snow ploughing and snow removal</b> in accordance with the attached scope of the work (general description of work), appendices, specifications and general conditions, copies attached hereto and forming part hereof. Proponents are reminded that failure to enclose appendices "A" "B" "C" "D" and "E" with their submission shall render the tender null and void at the sole discretion of the Peterborough Housing Corporation.	

1. I offer to perform the Work for a fixed annual price (including taxes) as listed below, as required by the Tender documents with Appendices and Addenda numbered:

(List all Addenda)

**Year 1 15 Nov 2022 to 15 Apr 2023:** \$\_\_\_\_\_. Please also quote prices in words (dollars and cents)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

**Year 2 15 Nov 2023 to 15 Apr 2024:** \$\_\_\_\_\_. Please also quote prices in words (dollars and cents)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

**Year 3 15 Nov 2024 to 15 Apr 2025:** \$\_\_\_\_\_. Please also quote prices in words (dollars and cents)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

**This Tender is firm, irrevocable and open to acceptance by the Owner for 60 days from the date of Tender closing.**

2. **Bid Security:** I enclose a bid bond, certified cheque, bank draft or irrevocable letter of credit in the minimum amount of **(Five Thousand) Dollars (\$5,000.00)** payable to the Owner and valid for 60 days from the date of Tender closing.
3. I have examined the Tender documents and have visited the site prior to preparing this Tender.
4. I have set out any information on subcontractors required by the Tender documents, any unit prices, any separate prices and any alternatives in the Appendices attached to and forming part of this Tender.
5. **I certify that:**
- a) I am not a party or privy to any deceit to mislead the Owner into accepting this Tender as a truly competitive Tender whether to the prejudice, injury or benefit of the Owner;
  - b) the prices contained in this Tender are quoted in good faith without any collusive arrangement with any other person or entity;
  - c) no other person or entity has any interest in this Tender or the contract which may arise there from;
  - d) I have no financial interest in any other entity which:
    - i) is or has rendered goods or services to the Peterborough Housing Corporation;
    - ii) is submitting a Tender for this Work; except for the following:

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2022**

Bidders Information (Apply Corporate Seal if Bidder is a Corporation)		(Please Print Full Name)
Address		
City	Province	Postal Code
WSIB Account Number		Insurance Company and Policy Number
Authorized Signature	Telephone no:  Fax no:	e-mail address:

- Note:
- 1) Where the context requires, words in the singular in this Tender Submission Form and all Appendices shall include the plural.
  - 2) The Bidder shall provide, together with the Bidder's Tender, at the Bidder's expense, bid security in the amount set out in section 2.

## Appendix A

RFP 2022-001  
Winter Site Maintenance  
Various Locations within the City of Peterborough

### List of Subcontractors

The following are the subcontractors I intend to use for the division or section of the Work listed therewith:

Name, Address and Contact Information of Subcontractor	Division or Section of Work
1.	
2.	
3.	
4.	

Contractor Name:

Contractor Signature

Date

Add additional pages as required.

**RFP 2022-001**  
**Tender Submission Form**  
**Appendix “B”**

**Motorized Equipment List**

Type of Equipment	Make/Model Year

Submit additional pages as required.

**RFP 2022-001  
Winter Site Maintenance  
Tender Submission Form  
Appendix "C"  
Contractor Qualification & Reference List**

<b>Name of company</b>	
<b>Address</b>	
<b>Street</b>	<b>city postal code</b>
<b>Mailing address (if different from above)</b>	
<b>Street/P.O. Box R.R. #</b>	<b>city postal code</b>
<b>Contact person (please print)</b>	
<b>Name</b>	<b>title/position</b>
<b>Contact information:</b>	
Telephone number	_____
Cell phone number	_____
Fax number	_____
E-mail address	_____
<b>Bank references:</b>	
Name and branch	_____
Address	_____
Telephone number	_____
<b>Name of insurance company</b>	
Policy number	_____
Amount of coverage	_____
WSIB account #	_____
<b>(Please attach proof of insurance and WSIB coverage)</b>	

**RFP 2022-001  
Winter Site Maintenance  
Tender Submission Form  
Appendix "C"  
Contractor Qualification & Reference List**

**Work performance reference:**

**Name:**

**Address**

**Contact person**

**phone #**

**Work performed**

**Work performance reference:**

**Name:**

**Address**

**Contact person**

**phone #**

**Work performed**

**Work performance reference:**

**Name:**

**Address**

**Contact person**

**phone #**

**Work performed**

**DECLARATION:**

**I/We certify that with the exception of the under-mentioned firm, I/We have no financial interest in any other firms, businesses or enterprises which either presently, or in the past, are or have rendered goods to the Peterborough Housing Corporation**

**Name of Firm:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Dated at:** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20**\_\_\_\_\_

## **Appendix D: Acceptance of RFP Terms and Conditions**

To be entitled to consideration, [Appendix D] must be signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this RFP

I/We have read and accept all of the Terms and Conditions of this RFP 2022-003 document which includes the following sections:

### Table of Contents

- Overview
- Definitions
- Instructions to Proponents
- Project Scope & Equipment Specifications
- Proponent Proposal Requirements
- Equipment Implementation & Service
- Required Submission Documents
- Presentation
- Evaluation, Negotiation & Award
- Appendix A: General Terms and Conditions
- Appendix B: Acceptance of RFP Terms and Condition Form
- Appendix C: Pricing Sheet

Company Name (Please Print) \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Title (Please Print) \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Signature **(I have authority to bind  
the Company)**

\_\_\_\_\_  
**Date**

By submission of a Proposal, the Proponent agrees that should it's Proposal be successful, the Proponent will enter into a Contract with the Housing Corporation in accordance with the Terms of the Contract and Contract Documents of this RFP.

Part 1: ADD LANGUAGE REFERRING TO EXPECTATIONS, HOURS, DAYS, WEEKS, ETC.

Apsley	Year 1 - 15 Nov 2022 to 15 Apr 2023				Year 2 - 15 Nov 2023 to 15 Apr 2024				Year 3 - 15 Nov 2024 to 15 Apr 2025			
Location	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)
12 Simeon Cres.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
30 Simeon Cres.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transfer to Tender Submission Form	Annual Total Year 1:			\$	Annual Total Year 2:			\$	Annual Total Year 3			\$

Part 2: Remove excess snow, scrape down to bare and apply deicing agent to all tenant and visitor parking spaces as directed by Peterborough Housing Corp.  
Break out Pricing for Unit Rates – include all costs in unit rates, excluding HST. Do not include these prices in lump sum bid on tender submission form.

Apsley	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request
12 Simeon Cres.	\$	\$	\$
30 Simeon Cres.	\$	\$	\$
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:	\$	\$	\$

Apsley Pricing  
Proponent Signature

To be entitled to consideration, **Appendix E – Pricing Sheets**, must be completed and signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this RFP. Signature below is for Pricing in Apsley only.

Company Name	Representative Name	Signature	Date



Part 1: ADD LANGUAGE REFERRING TO EXPECTATIONS, HOURS, DAYS, WEEKS, ETC.

Norwood & Havelock	Year 1 - 15 Nov 2022 to 15 Apr 2023				Year 2 - 15 Nov 2023 to 15 Apr 2024				Year 3 - 15 Nov 2024 to 15 Apr 2025			
Location	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)
8 Victoria St Havelock	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
37 George St Havelock	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
53 Spring St Norwood	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transfer to Tender Submission Form	Annual Total Year 1: \$				Annual Total Year 2: \$				Annual Total Year 3 \$			

Part 2: Remove excess snow, scrape down to bare and apply deicing agent to all tenant and visitor parking spaces as directed by Peterborough Housing Corp.  
Break out Pricing for Unit Rates – include all costs in unit rates, excluding HST. Do not include these prices in lump sum bid on tender submission form.

Norwood & Havelock	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	
8 Victoria St Havelock	\$	\$	\$	\$
37 George St Havelock	\$	\$	\$	\$
53 Spring St Norwood	\$	\$	\$	\$
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:	\$	\$	\$	

Norwood & Havelock Pricing  
Proponent Signature

To be entitled to consideration, **Appendix E – Pricing Sheets**, must be completed and signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this RFP. Signature below is for Pricing in Norwood & Havelock only.

Company Name	Representative Name	Signature	Date

Part 1: ADD LANGUAGE REFERRING TO EXPECTATIONS, HOURS, DAYS, WEEKS, ETC.

Lakefield	Year 1 - 15 Nov 2022 to 15 Apr 2023				Year 2 - 15 Nov 2023 to 15 Apr 2024				Year 3 - 15 Nov 2024 to 15 Apr 2025			
Location	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)
24 Ermatinger St	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
40 Rabbit St.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
85 Concession St.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transfer to Tender Submission Form	Annual Total Year 1: \$				Annual Total Year 2: \$				Annual Total Year 3 \$			

Part 2: Remove excess snow, scrape down to bare and apply deicing agent to all tenant and visitor parking spaces as directed by Peterborough Housing Corp.  
Break out Pricing for Unit Rates – include all costs in unit rates, excluding HST. Do not include these prices in lump sum bid on tender submission form.

Lakefield	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request
24 Ermatinger St	\$	\$	\$
40 Rabbit St.	\$	\$	\$
85 Concession St.	\$	\$	\$
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:	\$	\$	\$

Lakefield Pricing  
Proponent Signature

To be entitled to consideration, **Appendix E – Pricing Sheets**, must be completed and signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this RFP. Signature below is for Pricing in Lakefield only.

Company Name	Representative Name	Signature	Date

Part 1: ADD LANGUAGE REFERRING TO EXPECTATIONS, HOURS, DAYS, WEEKS, ETC.

Peterborough	Year 1 - 15 Nov 2022 to 15 Apr 2023				Year 2 - 15 Nov 2023 to 15 Apr 2024				Year 3 - 15 Nov 2024 to 15 Apr 2025			
Location	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)	Parking Lot Plowing	Sidewalk Snow Removal	Monthly Total Including HST	Annual Total (Monthly X 5)
293 London	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
526 McDonnel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
220 Edinburgh	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1545 Monaghan	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
900 Dutton	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
101-121 Anson	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
130 Anson	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
136 Anson	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
999 Hilliard	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1190 Hilliard	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
117 Herbert	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
850 Fairbairn	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
30 Alexander	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
835 Cameron	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
665 Crawford	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
169 Lake	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
486 Donegal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
611 Rogers	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
572 Crystal Dr.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
290 Parkhill Rd.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
378-386 Parkhill Rd	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
553 Bonaccord	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
555 Bonaccord	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
953 Clonsilla	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transfer to Tender Submission Form	Annual Total Year 1:		\$		Annual Total Year 2:		\$		Annual Total Year 3		\$	

Part 2: Remove excess snow, scrape down to bare and apply deicing agent to all tenant and visitor parking spaces as directed by Peterborough Housing Corp.  
Break out Pricing for Unit Rates – include all costs in unit rates, excluding HST. Do not include these prices in lump sum bid on tender submission form.

Peterborough	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Community Per Request
293 London	\$	\$	\$
526 McDonnel	\$	\$	\$
220 Edinburgh	\$	\$	\$
1545 Monaghan	\$	\$	\$
900 Dutton	\$	\$	\$
101-121 Anson	\$	\$	\$
130 Anson	\$	\$	\$
136 Anson	\$	\$	\$
999 Hilliard	\$	\$	\$
1190 Hilliard	\$	\$	\$
117 Herbert	\$	\$	\$
850 Fairbairn	\$	\$	\$
290 Parkhill Rd E.	\$	\$	\$
372-376 Parkhill Rd	\$	\$	\$
30 Alexander	\$	\$	\$
835 Cameron	\$	\$	\$
665 Crawford	\$	\$	\$
169 Lake	\$	\$	\$
486 Donegal	\$	\$	\$
611 Rogers	\$	\$	\$
572 Crystal Drive	\$	\$	\$
553 Bonaccord St	\$	\$	\$
555 Bonaccord St	\$	\$	\$
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:	\$	\$	\$

Part 3: Upon the accumulation of 50mm (or 2”) of snow or any ice and slippery conditions, the Contractor shall remove snow from all municipal and communal sidewalks, steps, and entrances throughout Communities listed below. Per occurrence price for Saturdays, Sundays, Statutory Holidays and between 4:30 PM and 4:30 AM Monday to Friday

Peterborough	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Occurrence	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Occurrence	Year 1 - 15 Nov 2022 to 15 Apr 2023 Price Per Occurrence
293 London	\$	\$	\$
130 & 136 Anson	\$	\$	\$
526 McDonnel	\$	\$	\$
553 Bonaccord St	\$	\$	\$
555 Bonaccord St	\$	\$	\$

Peterborough Pricing  
Proponent Signature

To be entitled to consideration, **Appendix E – Pricing Sheets**, must be completed and signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this RFP. Signature below is for Pricing in Peterborough only.

Company Name	Representative Name	Signature	Date

**2022 / 2023 Winter Site Maintenance - Appendix "F"**

<b>Snow Removal and Deicing Daily Log</b>				<b>Submit completed log with invoice</b>			
<b>ADDRESS:</b> <span style="float: right;"><i>(note: separate log sheet to be submitted for each address included in tender)</i></span>							
Date							
Operator - initials							
Start time							
finish time							
Conditions: indicate:							
SN for Snow							
SL for Sleet							
FR for freezing rain							
Temp. C							
<b>Work Performed as follows</b>							
<b>Clearing of snow from:</b>	<i>Indicate Y for Yes; N for No</i>						
Entrances							
Exits							
Fire routes							
Parking Lots							
Walkways							
<b>Deicing by sand/salt or other</b>	<i>Indicate Y for Yes; N for No</i>						
Entrances							
Exits							
Fire routes							
Parking Lots							
Walkways							
<b>Access Blocked?</b>	<i>Indicate Y for Yes; N for No</i>						
Entrances							
Exits							
Fire routes							
Parking Lots							
Walkways							
<b>Operator Notes:</b>     							

**Notice Of No Bid**  
**RFP 2022-001**  
**Winter Site Maintenance**

**Note: receipt of this completed form will assist us if calling future bids. Please complete and submit this form prior to the closing date and time as per instructions shown on the request for quotation/tender form.**

**A Quotation/Tender is not being submitted for the following reasons:**

	We do not manufacture/supply the required goods/services		Cannot obtain raw materials in time to meet delivery requirements
	We do not manufacture/supply to stated specifications		Cannot meet delivery requirements
	Specifications are not sufficiently defined		Cannot quote/tender a firm price at this time
	Insufficient information to prepare quotation/tender		We are unable to competitively quote/tender at this time
	Quantity too small		Insufficient time to prepare quotation/tender
	Quantity too large		We do not have facilities to handle this requirement
	Quantity beyond our production capacity		Licensing restrictions (Please explain)
	Cannot meet packaging requirements		Agreements with distributors/dealers do not permit us to sell directly
	Cannot handle due to present plant loading		Other reasons or additional comments (Please explain below)

I/We wish to quote/Tender on similar goods/services in future

Yes

☐

No

☐

This space for Peterborough Housing Corporation use

Company Name

Address

City

Province

Postal Code

# **RFP 2022-001**

## **Specifications – Winter Site Maintenance**

### **Snow Ploughing and Snow Removal**

#### **Various Properties within the City of Peterborough**

**November 15, 2022 to April 15, 2025**

<b>Section</b>	<b>Item</b>	<b>Page</b>
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2	Terms	1
3	Method of Quotation	1
4	Scope of Work	2
5	Specifications	3
6	Parking Lots, Parking Lot Entrances, Emergency Access Routes	3
7	Sidewalks – Municipal and Communal Sidewalks	4
8	Garbage Pad and Recycling Areas	4
9	Catch Basins	4
10	Sandboxes	5
11	Community Mailboxes	5
12	Power Sweeping	5



**Peterborough Housing Corporation**  
**2022 - 2025 Winter Snow Ploughing and Snow Removal**  
**Various Properties within the City of Peterborough**  
**Public Tender # RFP 2022-001**

**1. Purpose**

- 1.1 It is the purpose of this work to complete snow ploughing and snow removal operations in order to maintain the Peterborough Housing Corporation Communities in a manner which is acceptable to the authorized representative of the Peterborough Housing Corporation (PHC) and provide an environment free of snow and ice, health and safety hazards and potential slip and falls.

**2. Terms**

- 2.1 The Contractor shall furnish all labour, materials, equipment, transportation, taxes, storage of tools, trucks, etc. And any other incidentals required for Snow Ploughing and Snow Removal operations throughout each community.
- 2.2 The Contractor shall possess all licenses required by law for their operation and provide PHC with:
- (a) proof of Liability Insurance coverage naming Peterborough Housing Corporation as an additional insure and;
  - (b) proof of coverage with WSIB, including a valid Clearance Certificate throughout the term of the contract, up to the expiration of the Contract in accordance with the Public Tender General Terms and Conditions.
- 2.3 The Contractor shall provide all necessary permits, licenses, etc, and all work shall conform to all local codes and regulations as well as PHC standards.
- 2.4 The term of this Contract shall be for a period of Five (5) Months per year, **commencing November 15th and ending April 15th inclusive** with the possibility of extending on a weekly basis weather permitting. Compensation for the extension will be calculated based on the pro-rated monthly rate as per Appendix E

**3. Method Of Quotation**

- 3.1 Bidders shall, on the Tender Submission Form and all Appendices provided, submit prices and all other required information to provide all materials, labour and equipment necessary to complete the work as described herein and in accordance with the Public Tender General Terms and Conditions, Specifications and Scope of Work.
- 3.2 A information meeting will be held at Peterborough Housing Corporation Office as specified in tender documents.
- 3.3 Peterborough Housing Corporation will maintain a sign in sheet, which all attendees are required to sign at the information meeting

#### **4. Scope of Work**

- 4.1 Contractor shall visit each community to review the Contract terms and obtain a clear and comprehensive knowledge of the conditions and limitations thereof
- 4.2 For the purpose of this contract snow shall mean: snow, slush, sleet, freezing rain or any combination thereof.
- 4.3 The Contractor shall maintain all areas during snow and ice storm conditions in a safe and **"slip free"** condition.
- 4.4 **Upon the accumulation of 50mm (or 2") of snow or any ice and slippery conditions:**
  - 4.4.1 The Contractor shall snow plough all roadway entrances and exits, driveways and parking lot areas, and fire department access routes
  - 4.4.2 The Contractor shall remove snow from all municipal and communal sidewalks and steps throughout entire community
  - 4.4.3 The Contractor shall remove snow from communal garbage pads and recycling areas including boulevard locations for Municipal pick up to allow easy access by Residents and City workers.
  - 4.4.4 The Contractor shall apply sand, sand-salt and/or deicing agents at time of every snow removal to maintain all surfaces in all areas **cleared to BARE condition and free of all snow, ice and slippery conditions**
- 4.5 The Contractor shall revisit and monitor site conditions to ensure all areas are kept clear of accumulation.
- 4.6 The Contractor shall maintain all areas free of snow and cleared **to bare asphalt/concrete** within 24 hours of the end of a storm
- 4.7 The Contractor shall monitor weather conditions and respond accordingly. The PHC designate will not contact the Contractor to commence the work. The contractor shall respond to local weather conditions to provide a level of service on an automatic response basis.
- 4.8 The Contractor shall identify and immediately report to PHC designate any obstacles or reasons which prevent the operation of snow removal at any area
- 4.9 The Contractor shall coordinate with PHC designate for the removal of obstacles which will impair the removal of snow or ice from any area and follow the procedure provided by PHC for co-ordination with the Parking Control Company
- 4.10 The Contractor shall power sweep parking lots and sidewalks at the end of the term of the Contract yearly between April 1<sup>st</sup> and April 15<sup>th</sup> to remove all excess sand and debris from the site.
- 4.11 The Contractor shall maintain a Daily Log, of work performed at each community included in Contract and submit copy of log with monthly invoices. Contractor Daily Log provided by PHC in Tender Submission Form, Appendix F
- 4.12 The Contractor shall designate a primary contact for the duration of the contract that is locally available at all times, 24 hours a day, 7 days a week, during the term of the Contract. The Contractor shall respond within the same business day, and failure to maintain satisfactory communication with PHC may result in termination of the contract.
- 4.13 The Contractor shall provide a list of motorized equipment, including model/year, to be used for this work, to be submitted on Appendix "B" with the Tender Submission Form.
- 4.14 The Contractor shall submit references on Appendix C of the Tender documents. References should be from work of similar size and nature, and satisfactory references are a requirement for award of tender

- 4.15 The Contractor is responsible for any damages to PHC property caused by their staff, equipment, and/or sub-trades.
- 4.16 PHC will provide ten (10) business days written notice to terminate the Contract if the Contractor fails to fulfill the terms of the Contract

## **5. Specifications**

- 5.1 The priorities for snow removal in order of importance are:
- 1: Fire routes and fire exits including Apartment building sidewalk entrances
  - 2: Roadways, ~~driveways~~ driveways, and parking lots
  - 3: Sidewalks, walkways, ramps, steps, community mailboxes
  - 4: Garbage pad and recycling areas, yellow sand box areas
- 5.2 In the event of continuous snow fall, back to back storms, ice, thaw and refreeze the Contractor shall remove snow to maintain less than 50 mm or 2" of accumulation to the best of their ability, and when snowfall ends, the Contractor shall clear to bare asphalt and/or concrete and/or interlocking pavers
- 5.3 Drifting snow affecting access can be stockpiled and removed later
- 5.4 Ice control, as described below, to be applied on completion of snow removal and as required:
- 5.4.1 Apply deicing agent upon the accumulation of snow and all frozen, packed-down snow
- 5.4.2 Sodium chloride is the main deicing agent to be used for parking lots and driveways. Calcium chloride based deicing products are to be used adjacent to landscaped areas
- 5.4.3 Continue to apply ice control as stated in 5.4.1 and 5.4.2 as required or dictated by weather conditions.
- 5.5 Contractor may stock pile ploughed snow on site at a location designated by the PHC representative
- 5.6 Removal of excess snow and scraping parking spaces down to bare will be required when excess snow impedes vehicular or pedestrian traffic and possible safety hazards are present.
- 5.6.1 This work will be initiated by a representative of PHC and paid as per the rates submitted by the Contractor on the Tender Submission Form, Appendix E, Unit Rates.
- 5.6.2 Contractor to scrape parking lots and sidewalks to bare and transport excess snow to a location off site as directed by a representative from PHC.

## **6. Parking Lots, Parking Lot Entrances, Emergency Access Routes**

- 6.1 Snow plough all parking areas, roadway entrances and exits, and emergency access routes upon the accumulation of 50mm (or 2") of snow, ice or slush.
- 6.2 Contractor to clear all road ways, driveways, emergency routes and parking areas to full extent of pavement (curb to curb). Tenant assigned parking spaces and visitors' parking spaces shall be cleared if they can be done so safely without damaging vehicles or equipment.
- 6.3 Contractor to ensure ploughed snow does not impede vehicles from entering or exiting tenant or visitor parking stalls
- 6.4 Sand and salt mix for use on driveways, parking areas, entrances, and areas dedicated to vehicular traffic to be applied at time of snow removal and ploughing.

- 6.5 Apply Deicing agents after EVERY snow removal to all included surfaces as required to maintain all areas under the contract free from snow
- 6.6 All surfaces are to be cleared to BARE and free of all slippery conditions
- 6.7 After removing snow, revisit each community to ensure snow build up at building or property entranceways to parking lots are clear of snow left behind from Municipal snow removal operations.
- 6.8 Revisit the community to ensure that snow removed from tenant or visitor parking stalls and sidewalks does not interfere with the vehicular and pedestrian traffic, remove snow and de-ice as required
- 6.9 Tenants are responsible for clearing their individual parking space; however the spaces shall be cleared if they can be done so safely without damaging vehicles or equipment or as initiated by PHC.

## **7 Sidewalks – Municipal and Communal Sidewalks**

- 7.1 Contractor to clear all sidewalks, emergency routes and visitability ramps/walkways their full width and length
- 7.2 For single family residences with entry at grade level, tenants are responsible for clearing snow from the unit front and rear entrances. (From the unit door to the public sidewalk)
- 7.3 Sidewalks of the Townhouse Units designated as “Occupied by PHC” are to be cleared from the front and rear entrance doors to the public walkways. Designated units are located at  
  
835 Cameron Street, Unit #39 and  
30 Alexander Avenue, Unit #42
- 7.4 Deicing Agents to be applied after **EVERY** snow removal to all included surfaces

## **8 Garbage Pad and Recycling Areas**

- 8.1 Garbage pads and recycling areas where tenant waste/garbage items are placed on boulevards for municipal pick-up must be kept clear at all times
- 8.2 Deicing Agents to be applied after **EVERY** snow removal to all included surfaces

## **9 Catch Basins**

- 9.1 Contractor to inspect catch basins located in parking lots and sidewalks
- 9.2 Contractor to clear snow/ice from grates to ensure basins can accept run-off

## **10     Sandboxes**

- 10.3 Contractor to remove snow from areas surrounding all yellow sand boxes located throughout the sites to ensure easy access by Residents and Contractor for filling for the duration of the term of the Contract
- 10.4 These sand boxes have been installed for tenant use.
- 10.5 Contractor to fill sand boxes with new sand/salt mixture.
- 10.6 Contractor to ensure all sand boxes are kept at a minimum half full for the duration of the Contract, and ensure sand/salt mixture can be easily removed by tenants (i.e.: loose and not frozen).
- 10.7 Each box has a capacity of 1 yard, anticipate 10 refills of each sandbox per term of Contract.
- 10.8 Contractor to advise PHC office of damaged yellow sand boxes.

## **11     Community Mailboxes**

- 11.1 Contractor to remove snow from areas surrounding Community Mailboxes to ensure easy access by Canada Post Letter Carriers and all residents. (Mailboxes are located at 835 Cameron Street and 900 Dutton Road).

## **12     Power Sweeping**

- 12.1 Power sweeps all parking lots/driveways and road entrances to remove excess sand, leaves and other debris at end of Contract and between APRIL 1<sup>ST</sup> AND APRIL 15<sup>TH</sup> weather permitting. Should the weather not cooperate with power sweeping operations during April 1<sup>st</sup> and April 15<sup>th</sup>, the Contractor shall coordinate with the Housing Corporation to complete at a later date but no later than 15 May each year.
- 12.2 Submit a written schedule to PHC no later than March 15th which includes date and time power sweeping will be executed at each community.
- 12.3 Tenants will be notified by PHC to remove cars from parking lot(s) and co-ordinate with the City of Peterborough for residents to park on street and PHC's Parking Security Contractor to be available to remove vehicles obstructing work.
- 12.4 Remove all excess sand and debris from all public sidewalks throughout entire community at time of power sweeping of parking lots.

**Instructions to Bidders  
Public and Invitational Tenders**

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- 3.0 Acceptance or Rejection of Tenders
- 4.0 Examination of the Site and Specifications
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- 7.0 Award of Contract

## Instructions to Bidders Public and Invitational Tenders

The Definitions in the General Conditions apply to these Instructions to Bidders.

### **1.0 Tender Submissions**

- 1.1 The Bidder must submit the Tender properly sealed in the envelope provided and on the Tender Submission Form supplied and must deliver such tender so that it is in the hands of such official of the Owner as may be designated in the Invitation to Tender within the time and at the location specified in the submission requirements.
- 1.2 The Bidder must:
  - (1) put the Bidder's name and return address on the envelope provided for the Tender Submission Form,
  - (b) complete and fully execute the Tender Submission Form supplied in all respects with appropriate documents and all requisite information, and
  - (c) provide the bid security as specified in the Tender Submission Form.
- 1.3 The Tender and any amendments thereto may not be submitted by telecommunications which include but are not limited to telex, telegram, and telephone transmission of facsimiles.
- 1.4 The Bidder must observe carefully all requirements and conditions of the tender documents submitted pursuant to this part 1.0.

### **2.0 Bid Security**

- 2.1 The Bidder shall include together with the Bidder's Tender Submission Form any one of; a Bid Bond in the form attached hereto from a Surety acceptable to the Owner, a certified cheque, a Bank Draft or an irrevocable Letter of Credit (not a letter of guarantee) in favour of the Owner in the amount stipulated in the Tender Submission Form, valid for a period of 60 days from the date of tender closing unless otherwise stipulated in the Tender Submission Form.

### **3.0 Acceptance or Rejection of Tenders**

- 3.1 Under no circumstances will the Owner consider a tender which is:
  - (a) not received at the address given in the Invitation to Tender, within the time prescribed therein;
  - (b) not properly signed; or
  - (c) not accompanied by the Bid Security required.
- 3.2 The Owner has the unqualified right to:
  - (a) accept or reject any Tender or all Tenders; and
  - (b) waive the formalities in any Tender documents as the interest of the Owner may require; without giving any reasons for any such action.
- 3.3 The Owner is not obliged to accept any Tender because it is the lowest tender submitted.

#### **4.0 Examination of the Site, Specifications and Drawing**

- 4.1 Before submitting a Tender the Bidder must carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include the amounts in the tender to cover the cost of all items required to be done to fulfill the Contract.
- 4.2 The Bidder must report any discrepancy between site conditions and the specifications and drawings, errors or omissions to the Owner not less than three working days prior to the tender closing date.
- 4.3 If the Bidder fails to report any discrepancies, errors or omissions to the Owner as specified in section 4.2, the Bidder will be deemed to have accepted all such specifications and drawings as being accurate and the Owner will not approve any extra charges subsequent to acceptance of the Tender.

#### **5.0 Qualification Information**

- 5.1 The Owner reserves the right to require any Bidder to submit qualification information prior to the award of the Contract which qualification information shall include the submission of evidence of the capability of the Bidder to carry out and to maintain properly the work and the equipment, together with details of the qualifications of the Bidder's staff that may be employed in the execution of the Contract.
- 5.2 The Owner reserves the right of interpretation of qualification information and any decisions made by the Owner based upon its findings which may affect the award of the Contract shall be final.
- 5.3 The Owner reserves the right to give preference to materials, products and equipment:
  - (a) of Canadian origin and manufacture,
  - (b) which can demonstrate environmental benefit,
  - (c) which are energy efficient.

#### **6.0 Taxes and Duties**

- 6.1 The Bidder must make provision in his tender to cover the full cost of Federal, Provincial and Municipal Taxes, Permits and Fees.

#### **7.0 Award of Contract**

- 7.1 When a tender is called for more than one project, a Contract may be awarded on the basis of all or any one or more of the projects, unless otherwise stated in the Invitation to Tender.
- 7.2 The Owner has up to 60 days after the date of tender closing to notify the Bidder that his Tender is accepted.
- 7.3 The Contract shall be deemed to be awarded on the date that the Owner advises the Bidder in writing of such award.
- 7.4 If the Bidder alters or withdraws the Bidder's Tender after the date of tender closing or if the Bidder does not provide performance security and Insurance or other documents in accordance with the terms of section 1.1 and section 1.2 of the General Conditions and as required by the General Conditions within the times specified by the Owner, then the Owner may treat the Bidder's Tender and any right of the Bidder to contract or Contract as terminated, and may retain the bid security and in addition may take such further action as the Owner deems advisable to recover any damages suffered by the Owner.



- 7.5 If there is any discrepancy in the Tender Submission Form or documents submitted by the Bidder, between any amount shown in writing and in figures, the Owner may choose to accept the amount shown in writing or to reject the tender.
- 7.6 If a contract is awarded, the following documents will all form part of the Contract:
- Instructions to Bidders
  - Supplementary Conditions
  - General Conditions
  - Tender Submission Form
  - Specifications with Appendices and Addenda
  - Schedules
  - Drawings
  - Award letter
  - Contract Order

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- Time is of the essence

**Part 1 General Requirements**

**1.0 Definitions, Precedence of Documents and Interpretation**

- (1) Whenever any of the following words or phrases are used in the Contract they have the meanings respectively attributed to them as follows:
  - (a) **“Tender”** means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders;
  - (b) **“Owner”** means Peterborough Housing Corporation who is a party to this Agreement, or both Peterborough Housing Corporation and the County/City of Peterborough as the context of the Contract requires;
  - (c) **“Contractor”** means the person or corporation whose Tender has been accepted by the Owner, and who is deemed to have entered into the Contract with the Owner;
  - (d) **“Contract Price”** means the total price the Owner has agreed to pay to the Contractor for the Work, and for everything supplied under the Contract and included in the Contract, and in any event shall not exceed the amount specified in the Contract Order;
  - (e) **“Work”** means everything that the Contractor is required to supply in order to carry out the terms and conditions of the Contract;
  - (f) **“Business Day”** means any day except a Saturday, Sunday or statutory holiday.
- (2) Whenever the terms or initials “Housing Corporation”, “Local Housing Corporation”, or “PHC”, are used in the Contract, they shall mean the Peterborough Housing Corporation.
- (3) Whenever the words “shall” or “will” are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- (4) Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- (5) The documents forming the Contract are complementary; and what is required by any one shall be as binding as if required by all.
- (6) The following documents all form part of the Contract:
  - Instructions to Bidders
  - Supplementary Conditions
  - General Conditions
  - Tender Submission Form
  - Specifications with Appendices and Addenda
  - Schedules
  - Drawings
  - Award Letter
  - Contract Order

In the event of conflict between documents, the following priorities shall apply:

- (a) Documents of later date shall govern;
- (b) Supplementary Conditions shall govern over General Conditions;
- (c) General Conditions shall govern over Specifications;
- (d) Specifications shall govern over Drawings;
- (e) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
- (f) Drawings of larger scale shall govern over those of smaller scale of the same date.

- (7) If at any time before the Work has been completed any question arises as to whether anything has been done as required by the Contract, or as to what the Contractor is required by the Contract to do, and, in particular, and without limiting the generality of the foregoing, as to:
- (a) the meaning of anything in the Drawings and Specifications;
  - (b) the meaning to be given to the Drawings and Specifications in case of any error therein, an omission therefrom, or an obscurity or discrepancy in their wording or intention;
  - (c) whether the quality or quantity of any material or work meets the requirements of the Contract;
  - (d) whether the plant, materials or workmen provided by the Contractor for executing the Work and carrying out the Contract are adequate to ensure that the Work will be executed in accordance with the Contract and that the Contract will be carried out in accordance with its terms;
  - (e) what work or quantity of any kind has been completed by the Contractor; or
  - (f) the timing and scheduling of the execution of the Work, the question shall be decided by the Owner.

**1.1 Performance Security**

- (1) The Contractor shall provide, at the Contractor's cost, performance security in favour of the Owner in order to secure the due and faithful performance of the Contract, which shall be as follows:
- (a) A Performance Bond issued by a Surety Company acceptable to the Owner and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price;
  - (b) If the Contract price is less than \$2,000,000.00, the following alternate forms of security are acceptable in lieu of such Performance Bond:
    - (i) an irrevocable letter of credit, bank draft, or certified cheque; or money order or;
    - (ii) bearer or negotiable bonds of Canada, the Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
    - (iii) Such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner;

And in each case, the alternate forms of security shall be equivalent to 20% of the Contract Price for contracts having a Contract Price between \$100,001 and \$1,000,000, and 10% of the Contract Price for contracts having a Contract Price of \$100,000 or less.

- (2) If the Contractor fails to meet the requirements of this section within 7 Business Days of receipt by the Contractor of the award letter, then the Owner at its sole option may terminate the Contract and use the bid security toward damages.
- (3) If the security is in the form of a Performance Bond, the document shall be retained by the Owner for a period of two years from the date on which the last payment under the Contract falls due, after which it will be returned to the Contractor on the Contractor's request.
- (4) If alternate security is provided pursuant to this section it will be returned to the Contractor 90 days after completion of the Work and the correction of all deficiencies. If deficiencies involve seasonal work which must be postponed, the security shall be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Contractor 90 days after all other work is completed.
- (5) If required by the Supplementary Conditions, the Contractor shall provide at the Contractor's cost a Labour and Material Payment Bond, in the Owner's approved form which is attached hereto and it shall be in an amount equal to 50% of the total Contract Price.

## **1.2 Insurance**

- (1) The Contractor shall keep in force for the duration of the Contract, Public Liability and Property Damage Insurance in an amount not less than \$2,000,000.00. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury, and Contingent Liability with respect to Subcontractors.
- (2) Peterborough Housing Corporation is to be shown as additional named insured on the Contractor Insurance Policy.
- (3) The Contractor shall submit proof of such insurance in the form of an Insurance Certificate which shall contain a firm undertaking by the Insurer to give the Owner 30 days' notice prior to any cancellation or modification of such insurance.
- (4) If the Contractor fails to meet the requirements of this section within 7 Business Days of receipt by the Contractor of the award letter, the Owner, at its sole option, shall have the right to terminate the Contract and use the bid security towards damages.

## **1.3 Workplace Safety & Insurance Board Certificate of Clearance**

- (1) The Contractor shall produce a Workplace Safety & Insurance Board Certificate of Clearance Form from time to time when requested by the Owner and prior to final payment under the Contract.
- (2) If the Contractor:
  - (a) will be unable to produce clearance as required pursuant to subsection 1.3 (1) because it claims it is an independent operator, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety & Insurance Board of its status as an independent operator for the Contract, within 7 Business Days of receipt by the Contractor of the award letter.
  - (b) does not produce confirmation pursuant to clause 1.3 (2) (a), the Owner may at its sole option, terminate the Contract and use the bid security toward damages.

## **1.4 Assignment of Contract or Proceeds of Contract**

The Contractor shall not assign the Contract or the proceeds thereof without the written consent of the Owner.

## **1.5 Taking the Work Out of the Contractor's Hands**

- (1) The Owner may, without any further authorization or authority, take all or any part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the Work, including the use of the performance security when applicable, in any of the following cases, namely:
  - (a) where the Contractor has made default or has delayed in commencing or in diligently executing the Work or any portion thereof to the satisfaction of the Owner and the Owner has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for 7 Business Days after such notice was communicated;
  - (b) where the Contractor has made default in the completion of the Work, or any portion thereof, within the time limited for such completion by the Contract;
  - (c) where the Contractor has become insolvent;
  - (d) where the Contractor has committed an act of bankruptcy or has been declared bankrupt or has made an assignment in bankruptcy;
  - (e) where the Contractor has abandoned the Work;
  - (f) where the Contractor has made an assignment of the Contract without the required consent of the Owner;

- (g) where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- (2) Where the Work or any part thereof has been taken out of the Contractor's hands under subsection 1.5 (1), the Contractor shall not, except as provided in subsection 1.5 (3), be entitled to any further payment, including payments then due and payable but not paid and the obligation of the Owner to make payments shall be at an end, and the Contractor shall be liable upon demand of the Owner to pay to the Owner an amount equal to all loss and damage suffered by the Owner by reason of the non-completion of the Work by the Contractor.
- (3) Where the Work or any portion thereof has been taken out of the Contractor's hands under section 1.5 (1) and that portion is subsequently completed by the Surety, or by the Owner, the Owner shall determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of the Contractor's hands that in the Owner's opinion are not required by the Owner for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice to the Owner will result, pay that amount to the Contractor.
- (4) The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to subsection 1.5 (1) does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon the Contractor by law, except the obligation to complete the physical execution of that portion of the Work so taken out of the Contractor's hands.

## **1.6 Indemnification Claims**

The Contractor shall indemnify and save harmless the Owner and its respective officers and agent from all claims relating to labour and material furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is at law responsible in performing the Contract or to an infringement or an alleged infringement of a patent of invention.

## **1.7 Subcontractors**

- (1) On request of the Owner, the Contractor shall provide to the Owner a complete and firm list of the names and addresses of the subcontractors whom the Contractor will use for the Work.
- (2) The Contractor shall:
  - (a) require the Contractor's subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract; and
  - (b) be as fully responsible to the Owner for acts and omissions of the Contractor's subcontractors and of persons directly or indirectly employed by them as the Contractor is for acts and omissions of persons directly employed by the Contractor
- (3) The Contractor shall incorporate all the terms and conditions of the Contract necessary for the purpose of performing the Work pursuant to the Contract into all sub-contract agreements.
- (4) Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the Owner.

## **Part 2 Governing Regulations**

### **2.0 The Residential Tenancies Act**

- (1) The Contractor acknowledges that in accordance with the Residential Tenancies Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry during daylight hours not less than 24 hours prior to the time of entry.

- (2) The Contractor shall schedule any work accordingly and shall advise the Owner or whom the Owner shall designate at the site of the Work not less than 72 hours in advance of requested access to any resident's premises.

## **2.1 Laws, Notices, Permits and Fees**

- (1) The by-laws, ordinances and legal requirements, rules, regulations, codes and orders of the municipality where the building is situated shall apply to the Work.
- (2) The Contractor shall obtain all permits, licences, and certificates and shall pay all fees required for the performance of the Work.
- (3) The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- (4) The Contractor shall not be responsible for verifying that the documents forming part of the Contract are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work and if any part of the Contract is at variance therewith, or changes which require modification to the Contract are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract price. The Contractor shall notify the Owner in writing requesting direction immediately if any such variance or change is observed by the Contractor.
- (5) If the Contractor fails to notify the Owner in writing and obtain its direction as required in subsection 2.1 (4) and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to the Contractor's failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

## **2.2 Ontario Labour Conditions, Fair Wage Scale and Construction Lien Claims**

The Contractor shall employ on the Work only persons who are fully qualified to perform the work required. The Contractor shall comply with the provisions of the Government Contracts Hours and Wages Act, the Construction Lien Act, 1983, and where applicable, the Employment Standards Act and any Regulations passed under any of these Statutes. The Contractor shall ensure that all persons employed for the Work are paid not less than the wage rate set forth in the current Province of Ontario Fair Wage Schedule for the municipal location of the Work, and as it may be amended from time to time during the term of the Contract.

## **2.3 Minimum Truck Haul Rates**

- (1) Where the Contractor engages the services of independent truckers to haul materials in the performance of the Contract the Contractor will pay at least the Minimum Truck Haul Rates as set by the Ministry of Transportation.
- (2) If the Contractor fails to pay the said rates, the Owner may pay any balance necessary to make up the minimum rate and charge it to the Contractor.
- (3) The Contractor shall post the rates prominently on the site where the Contract is being performed.

# **Part 3 Procedural requirements**

## **3.0 Award Letter and Contract Order**

The Owner shall issue an award letter which shall be acceptance of the Tender and award of the Contract to the Contractor and a Contract Order which shall specify the date of commencement of the Work and the Contract Price for the Work.

## **3.1 Commencement of Work**

Upon receipt of the Contract Order, the Contractor shall immediately contact the Owner to arrange prompt commencement of the Work and thereafter the Contractor shall continue the Work until completion.

### **3.2 Completion Date**

The Contractor shall complete the Work within the time specified in the Tender Submission Form.

### **3.3 Co-operation**

The Contractor shall co-operate with the Owner or whomever the Owner shall designate and arrange for all work to be expedited with the minimum of inconvenience to all parties, and shall report in writing any difficulties encountered in expediting the Work.

### **3.4 Supervision**

- (1) The Contractor shall perform the Work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner.
- (2) The Contractor shall cause the Work to be performed either under personal supervision or under the supervision of a competent foreman who shall remain in charge until the Work is completed.

### **3.5 Use of Site Facilities**

- (1) The Contractor shall furnish all labour, materials, equipment, transportation, storage of tools, trucks and any other incidentals required to perform the Work.
- (2) The Owner may provide storage for the Contractor's tools in appropriate storage rooms only, providing space is available at the site.
- (3) The Contractor and the Contractor's personnel may use the existing sanitary services, where provided, but if not available at the site, the Contractor shall provide such services at the Contractor's expense.
- (4) The Owner will permit the Contractor to make use of the water and hydro facilities on the sites. The Contractor shall:
  - (a) Make all necessary temporary connections:
    - (i) at the Contractor's expense;
    - (ii) in accordance with all applicable laws, by-laws, ordinances, rules, regulations, codes and orders; and
    - (iii) under the directions of the Owner; and
  - (b) remove all such temporary connections on the completion of the Work and make good all finishes and services to the satisfaction of the Owner.
- (5) The Contractor shall assume all liability for and be responsible for loss of or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site of the Work.

### **3.6 Interference**

- (1) The Contractor shall maintain normal building operation and traffic flow, with a minimum of inconvenience to the residents of the project.
- (2) The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season except with the prior written permission of the



Owner.

- (3) The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

### **3.7 Protection**

- (1) Until the owner accepts the Work, the Contractor shall:
  - (a) Provide adequate protection to public and property;
  - (b) Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas affected by the Work from any damages resulting from performing work on this Contract;
  - (c) Protect the Work from damages from any cause;
  - (d) Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

### **3.8 Clean-Up**

- (1) At the end of each day's work, the Contractor shall remove:
  - (a) All debris and hazardous impediments from work areas and the site,
  - (b) All equipment and material which is not to be re-used for the Work from the site unless stated otherwise in the Contract.

### **3.9 Underground and Concealed Services**

- (1) The Contractor shall be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the performance of the Work.
- (2) The Contractor shall take all the necessary precautions to locate the underground and concealed services and to protect them from damage.
- (3) The Contractor is responsible for making good to the satisfaction of the authorities concerned, any damages to services resulting from the Contractor's performance of the Work, without any additional cost to the Owner.

### **3.10 Powder Actuated Fastening Tools**

- (1) The Contractor shall not use high velocity powder actuated fastening tools.
- (2) The Contractor may use low velocity powder actuated fastening tools only if operated by an operator holding a valid operator's certificate for the device being used.

### **3.11 Fire Protection**

- (1) The Contractor shall take all necessary precautions during the performance of the Work to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents.
- (2) The Contractor shall at all times, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents keep a portable fire extinguisher within 3 meters of the operation.
- (3) The Contractor shall ensure that all rags and waste containing oil, grease or other inflammable materials are stored in an approved metal container and are removed from the site at the end of each working day.

### **3.12 Cutting and Patching**

The Contractor shall not undertake any cutting, coring, drilling, grinding or the like of any portion of the building envelope or structural elements, other than those indicated in the Contract without prior written approval of the Owner and in cases where such permission is granted, the Contractor, before commencing to cut any structural member must provide adequate supports and install a structurally acceptable alternate system.

## **Part 4 Adherence to Drawings and Specifications**

### **4.0 Materials and Workmanship - Acceptability**

- (1) The Contractor shall ensure that all materials, products, equipment and systems are new and they must be listed in the Canadian Construction Materials Centre's "Evaluation Listing or Evaluation Reports".
- (2) The Contractor shall give preference to materials, products and equipment of Canadian origin and manufacture.
- (3) The Contractor shall ensure that all work is performed by competent mechanics, skilled in the particular trade. Only first class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.
- (4) The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of the Owner.
- (5) If in the opinion of the Owner it is not expedient to correct defective work or work not done in accordance with the Contract, the Owner may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Owner.

### **4.1 Deviations**

The Contractor shall not make any deviations from the Drawings and Specifications without prior written permission from the Owner and the Contractor shall correct unauthorized deviations at the Contractor's expense.

### **4.2 Changes in Work**

- (1) The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract price and the completion date being adjusted accordingly.
- (2) No additional work shall be done nor shall other changes be made to the Contract without receiving prior written authority from the Owner.

#### **4.3 Valuation of Changes in Work**

- (1) The Owner shall determine the method of valuation of any changes in the Work by any one or more of the following methods:
  - (a) by estimate and acceptance in a lump sum;
  - (b) by unit prices;
  - (c) by cost and percentage or by cost and a fixed fee.
- (2) In cases of an addition to the Work to be paid for pursuant to clause 4.3 (1) (c), the Contractor shall keep and present to the Owner in such form as the Owner may direct a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers. The Owner shall certify the amount including a total sum for overhead and profit not to exceed 15% of the net cost of labour and materials.

#### **4.4 Samples of Materials, Testing of Materials**

- (1) The Contractor shall furnish for the approval of the Owner or whomever the Owner designates such samples of materials, tests and designs as required from time to time. The Work must be in accordance with the approved samples, tests and designs.
- (2) The Contractor shall pay all costs for such samples and test required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.
- (3) Any inspections or testing required by the Owner as a result of the defects which were revealed by inspections or testing carried out in the course of the Contract shall be carried out at the Contractor's expense.

#### **4.5 Performance Tests**

The Contractor shall perform and pay for all tests as required by the authorities having jurisdiction and as may be required by the Owner to prove that all systems and equipment are performing as designed.

### **Part 5 Payment and Warranty**

#### **5.0 Payment and Holdbacks**

- (1) For the purpose of the Construction Lien Act, 1990, the Payment Certifier shall be the Owner, or any person the Owner may designate from time to time and as required by the Construction Lien Act, 1990, the Payment Certifier shall:
  - (a) Determine and certify substantial performance; and
  - (b) Determine completion
- (2) The Owner will make payments to the Contractor as follows:
  - (a) 90% of the invoiced amounts submitted by the Contractor to the Owner prior to substantial performance and not more frequently than monthly for labour, material and services incorporated in the Work to the satisfaction of the Payment Certifier or delivered to the site and supported by such evidence of correctness as the Payment Certifier may require;
  - (b) 10% of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Lien Act, 1990, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Lien Act, 1990 and if the Work performed is to the satisfaction of the Payment Certifier;
  - (c) Any further amount due under the Contract upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Lien Act, 1990.
- (2) Where applicable the Contractor shall obtain an inspection certificate for any installation which is part

of the Work from the Federal, Provincial or Municipal Authority responsible for the issuance thereof and shall deliver such certification to the Owner before receiving final payment.

**5.1 Evidence of Publication**

If the Contractor requests and receives a Certificate of Substantial Performance, the Contractor shall provide the Owner with evidence of publication (including name of paper, date of publication, etc.), of the Certificate of Substantial Performance acceptable to it.

**5.2 Tax Changes**

In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

**5.3 No Additional Payment for Increased Costs**

The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by any increase or decrease in the cost of plant equipment, labour, materials or the wage rates set out and prescribed herein.

**5.4 Warranty**

- (1) The Contractor shall warrant the Work covering both labour and material for a period of one year (except where noted otherwise) from the date of completion to the satisfaction of the Owner and extend the warranty on replaced parts and workmanship for a period of one year from the date of acceptance of the replacement parts and workmanship.
- (2) The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or material called for elsewhere in the Specifications.
- (3) The Contractor shall, to the extent permitted by manufacturers and suppliers, assign to the Owner the benefit of any warranty by any manufacturer or supplier in addition to the warranty as provided in subsection 5.4(1).

**Part 6 Time**

Time is of the essence of the Contract.

## Bid Bond

Bond No.

Project No.

Amount \$

**Known All Men By These Presents,** that

As Principal, hereinafter called the Principal, and

as Surety, hereinafter called the Surety, are held and firmly bound unto **The Peterborough Housing Corporation** as

Obligee, in the amount of

Dollars (\$)

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, the Principal has submitted a written proposal, (or tender) to the Obligee dated

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for

**Now Therefore The Condition Of This Obligation** in such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

**In Testimony Whereof**, the Principal has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its duly authorized officers, this                      day of                      , A.D. 20                      .

Signed, Sealed and Delivered

in the Presence of:

Principal

## Surety

**Payment Bond  
Labour and Material**

Bond No. \_\_\_\_\_

Project No. \_\_\_\_\_

Amount \$ \_\_\_\_\_

**Know all men by these presents**, that we \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_ hereinafter called "the Principal",

And

\_\_\_\_\_  
(Bonding Company)

\_\_\_\_\_ hereinafter called "the Surety",

are jointly and severally held and firmly bound unto **Peterborough Housing Corporation** as Trustee, hereinafter called "the Obligee", for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of

—

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

of lawful money of Canada, for the payment of which sum well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

**Whereas** by an agreement in writing dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Principal entered into a contract with the Obligee, hereinafter called "the Contract" for

which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

**Now therefore, the condition of this obligation** is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (4) A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment, directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the Performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract.

- (5) The Principal and the Surety hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of his contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action, or proceeding shall indemnify and save harmless the Oblige against all costs, charges or expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
- (3) No suit or action shall be commenced hereunder by any Claimant:
- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail, or served in any manner in which legal process may be served in the Province of Ontario, to the Principal and Surety at any place where an office is regularly maintained for the transaction of business by such persons, and to the Oblige addressed to the attention of the **General Manager, CEO, Peterborough Housing Corporation, 526 McDonnell St., Office Suite, Peterborough, Ontario K9H 0A6**. Such notice shall be given:
- (1) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the **Construction Lien Act, R.S.O. 1990, C.30** and amendments thereto applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
- (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
- (c) Other than in a Court, of competent jurisdiction, in the Province of Ontario and the parties hereto agree to submit to the jurisdiction of such Court.

- (4) The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims under the **Construction Lien Act, R.S.O. 1990, C.30** as amended, whether or not such claims be presented under and against this Bond.

**Provided always** and it is hereby agreed and declared that the Oblige and the Principal have the right to change, alter and vary the terms of the Contract, and that the Oblige may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Oblige.

**Provided further** and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

**Provided further** and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

In **witness whereof** the Principal and the Surety have **signed and sealed** this Bond this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signed and Sealed by the Principal**

In the presence of:

\_\_\_\_\_  
Witness

Occupation\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety



## Performance Bond

Bond No.

Project No.

Amount \$

Contract

**Know All Men By These Presents**, that we

Hereinafter called "the Principal"

and

Herein after called "the Surety"

are jointly and severally held and firmly bound unto the **Peterborough Housing Corporation** hereinafter called "the Obligee", its successors and assigns, in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

**Signed and Sealed** with our respective seals and dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_.

**Whereas** by an agreement in writing dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract", for the construction, alteration, repair or maintenance of a public work, namely

as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

**Now Therefore The Condition of This Obligation Is Such** that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligees and shall at all times fully indemnify and keep indemnified the Obligees from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract and shall fully reimburse and repay the Obligees for all outlay, expenses, liabilities, or payments incurred or undertaken to be made by the Obligees pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, materials or services used or reasonably required for the use in the performance of the Contract.

Provided further and it is hereby agreed and declared that any suit under this instrument must be instituted before the expiration of two (2) years from the date as may have been postponed by the Obligees from time to time on which final payment under the Contract falls due.

Provided always and it is hereby agreed and declared that the Obligees and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligees may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligees

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligees of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligees.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

**In Witness Whereof** the Principal and the Surety have executed these presents.

**Signed And Sealed By The Principal**

In the presence of:

\_\_\_\_\_  
Witness

Occupation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

## Sample Letter of Credit

### Letter Of Credit Should Be On Bank/Financial Institution Letterhead

**TO:** Peterborough Housing Corporation  
Office Suite, 526 McDonnel St.  
Peterborough, ON K9H 0A6

**FROM:** Contractor's name & address

**RE:** Tender Number and the location of the work

Pursuant to the request of our customer, name of contractor, WE, the name of bank, establish and give to you, the Peterborough Housing Corporation, an irrevocable letter of credit in your favour for the total amount of \$ amount of money which may be drawn by you at any time from time to time upon written demand for payment made upon us by you, which demand we shall honour without inquiry as to whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim or opposition of our said customer to such payment.

Provided that you deliver to us every time a written demand for payment is made upon us, a certificate signed by you confirming that the monies drawn pursuant to this letter of credit are to be or have already been expended pursuant to obligations incurred or to be incurred by you in connection with work to be completed.

This letter of credit will continue to the \*\*\* day of \*\*\*, 202   , and will expire on that date. You may call for payment of all or any part of the amount outstanding under this letter of credit up to the close of business on that day.

Dated at                                      This            Day Of                                     , 202   .

\*\*\* NOTE: This date should be a minimum of ninety (90) days following the completion of the contract.

# **PHC - Maintenance Performance Standards Policy**

## **For Contractors and Staff**

Peterborough Housing Corporation is dedicated to the principles of "Quality Customer Service" in the operation of its housing portfolio. The policy, "Your Rights as a Resident to Maintenance Services", spells out our commitment and approach when we undertake repair work in our residents' homes.

Our policy for standards and procedures to be followed by staff and contractors authorized to complete work on behalf of the PHC includes:

- Equal, fair and courteous treatment of residents, staff and contractor personnel, free from any form of harassment or discrimination.
- Prompt completion of repair work. Emergency repairs shall be undertaken as quickly as possible. Non-emergency work shall be completed within two weeks.
- Work delays for any reason will be reported to the appropriate PHC staff.
- Only good quality work, using good quality material, is acceptable.
- Only the repair work described in the work order issued by PHC shall be undertaken, unless the PHC has been contacted and authorization given.
- Contractors are required to repair or arrange for repair of damages incurred during the course of their work, eg: drywall removed to repair a pipe, unless arrangements have been made with the PHC.
- Contractors will have adequate insurance to cover any liability they may incur due to damages caused to PHC or residents' property.
- Contractors will ensure that their employees display proper identification, including a photograph, company name and employee name, when they enter a resident's home. PHC staff will identify themselves and provide identification upon request.
- The work site will be left clean and all debris associated with the repairs shall be removed
- Safety footwear must be worn by PHC staff and contractors, but should be clean before entering a resident's premises. Staff/contractors are recommended to use overshoes when required by weather conditions.
- When necessary, contractors retained by the PHC to undertake work shall provide an after hours and weekend response to emergencies in accordance with a rotation schedule
- Smoking is not permitted by contractors or PHC staff in residents' homes
- Contractors and PHC staff shall not consume or be under the influence of alcohol or illicit substances while working on PHC property.

## **PHC Policy - Your Rights as a Resident To Maintenance Service**

Peterborough Housing Corporation, through its staff and the contractors it hires, is committed to maintaining your home to a safe and comfortable standard. We will strive to ensure that our budgets receive enough funding to meet our standards.

### **You Should Expect...**

- Prompt and good quality repair work.
- Adequate heat to meet municipal standards.
- Safety devices in good working order, including window locks, fire alarm systems or smoke detectors, door closers and locks.
- Appliances, where provided, in good working order.
- Effective treatment of pests (such as roaches or mice).
- Good quality painting in your home.

### **Our Service Commitment Includes...**

#### **Courteous Service:**

You have a right to be treated fairly and courteously by our staff and contractors.

#### **Quality Work:**

Most work should be completed within two weeks, unless it is an emergency. Emergency work will be done as soon as possible. The PHC expects work to be completed according to good trade practices, using good quality materials, and that the work site is left clean. If you are not satisfied, let us know. Contact your Property Manager or fill out a resident satisfaction card.

#### **Identification:**

Contractors and their employees will wear or show proper identification if they need to enter your home to complete repairs.

#### **Emergency Work:**

PHC supervisory staff will take turns being available for after hours "emergency" repair requests such as sewer back-ups, no heat, no water, fire damage, elevator breakdowns, etc., phone 742-7911 after hours.

#### **Regular Maintenance Requests:**

Repair work can be phoned in directly to the office on the maintenance line (742-3973) during business hours. Where building custodians are available, maintenance requests can be dated and made in writing directly to the custodian in person or through a drop box.

#### **Resident Satisfaction Cards:**

Cards will be made available to residents when work is requested. You may complete and return the card to our office when the work is done to let us know if you are satisfied. If you are not satisfied, the Property Manager will follow up.

**Concerns:**

You have the right to contact the Property Manager if you are not getting the service you requested. If we think no work needs to be done, we will discuss this with you. If you are not satisfied with the response from the Property Manager you can talk to the General Manager. Finally, your concerns can be submitted in writing to the Chair of the Peterborough Housing Corporation Board.

**Right To Receive Notice:**

You should expect to be contacted in advance by the contractor to arrange for an acceptable date and approximate time to have repairs done in your home, providing you have authorized the use of your telephone number.

If you do not have a phone or do not want to give out your telephone number, you will be provided with the contractor's name and phone number so that you may contact the contractor directly to make arrangements, if you cannot reach the contractor within 24 hours, please contact the PHC office to make other arrangements.

After-hours or weekend calls can only be arranged for regular maintenance if the contractor does not charge for overtime rates. A service charge to the tenant may be applied if a mutually agreed time has been set and the contractor is denied access at that time.

You have the right to refuse entry to your home by the service contractor if you have not been contacted in advance. You may make arrangements with neighbours or PHC staff to allow authorized contractors to enter your home in your absence if you wish. However, contractors will not enter an unlocked unit when you are absent.

PHC staff and its authorized contractors may enter your home to do repair work after giving 24 hours prior notice, except in emergencies or with the permission of the tenant.

**Co-Operation**

To ensure repair work in your home is completed promptly and safely, we ask you to assist the service contractor by ensuring the work area is clean, accessible and free of hazards. If you are a dog owner, please have your pet moved to another area of your home. In addition, contractors should be treated courteously.

# Peterborough Housing Corporation

## Policy Statement

Phc -29

Revision 1

### Equity Policy

#### Statement Of Principles

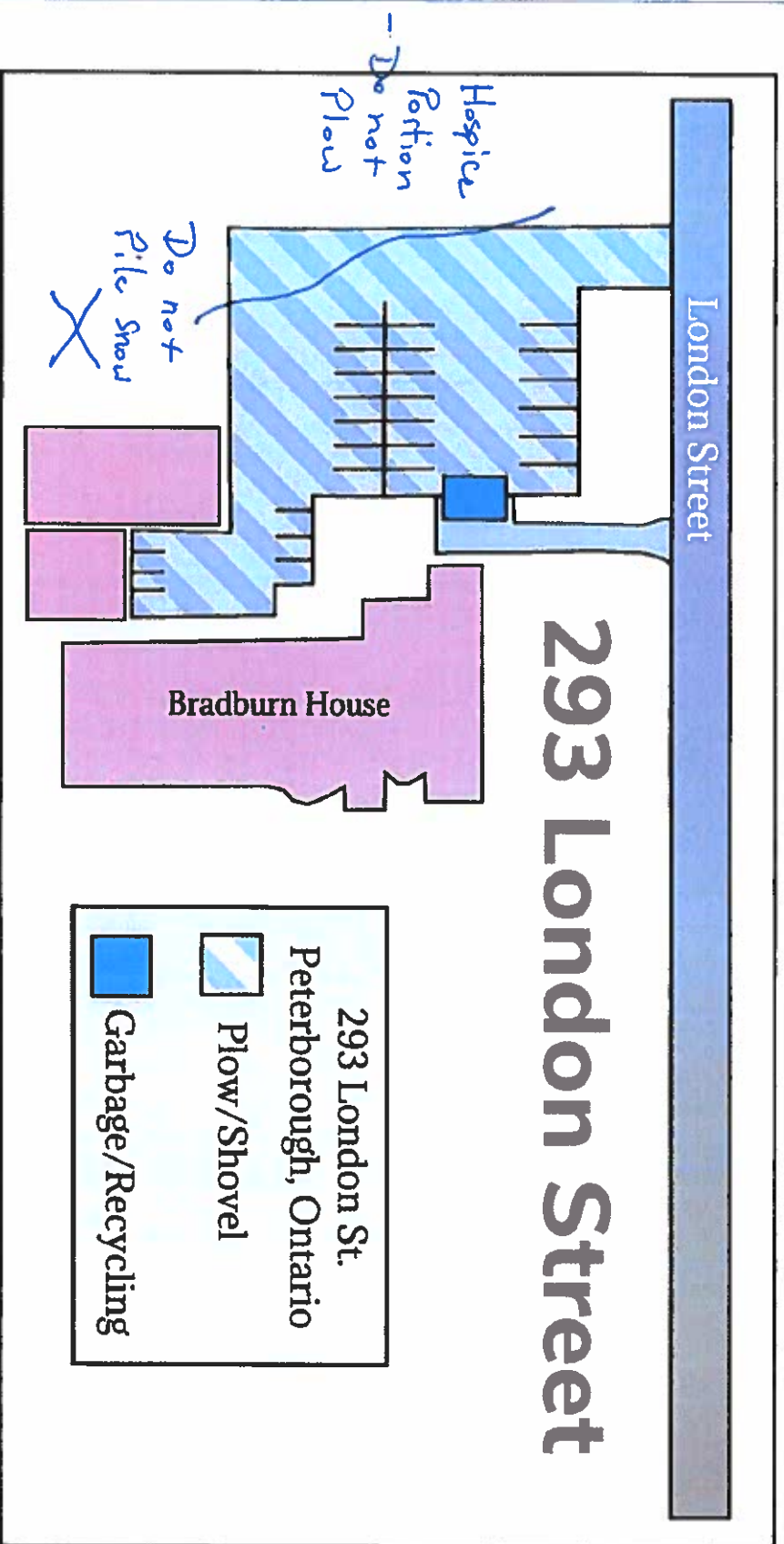
The Peterborough Housing Corporation fully supports the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Ontario Policy on Race Relations. Every person has a right to equal treatment. Harassment and discrimination are prohibited.

Peterborough Housing Corporation will ensure that:

- Discrimination and or harassment of any form will not be tolerated.
- Tenants and applicants have a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or the receipt of public assistance.
- Board members and staff have a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.
- Contractors having legal capacity have a right to contract on equal terms without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- All staff, board members, tenants, applicants and contractors are made aware that discrimination and or harassment will not be tolerated.
- All tenants live in an environment free from any form of discrimination and or harassment.
- Incidents that cause conflict and tension are appropriately addressed.
- Healthy relations are promoted among staff, board members, tenants, applicants, and contractors.
- Policies and practises adhere to the principles stated above.

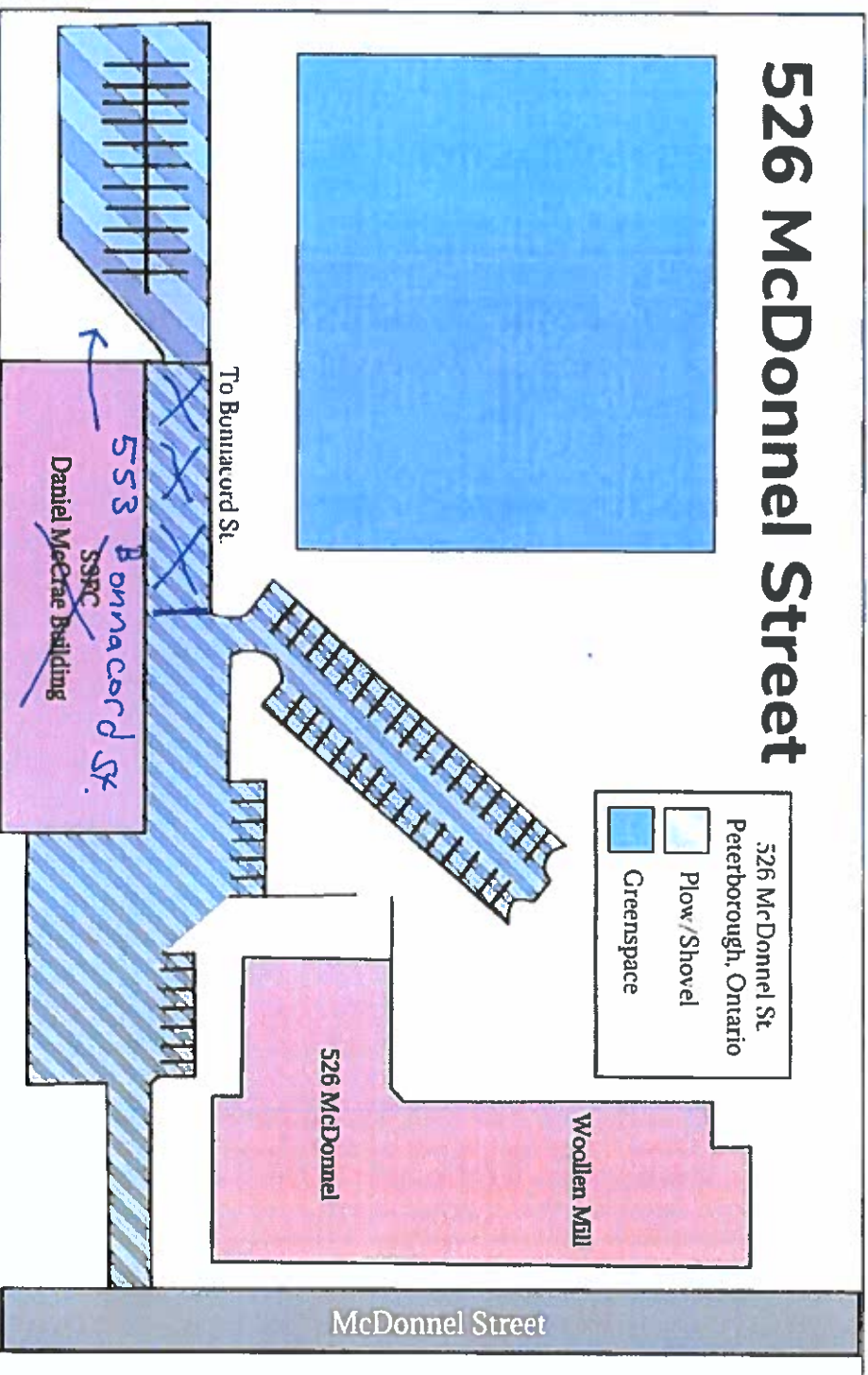
Approved: January 2001

# 293 London Street



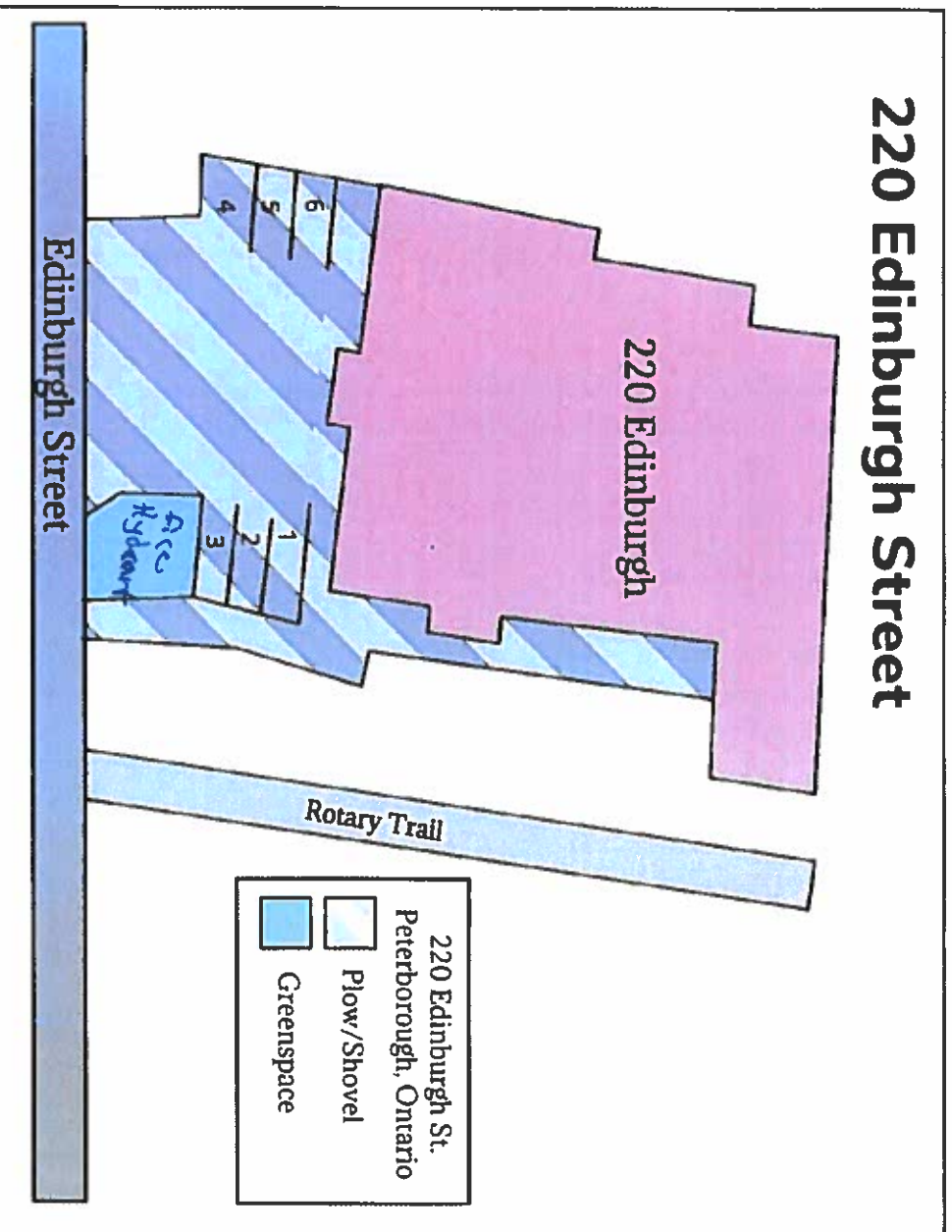


# 526 McDonnell Street

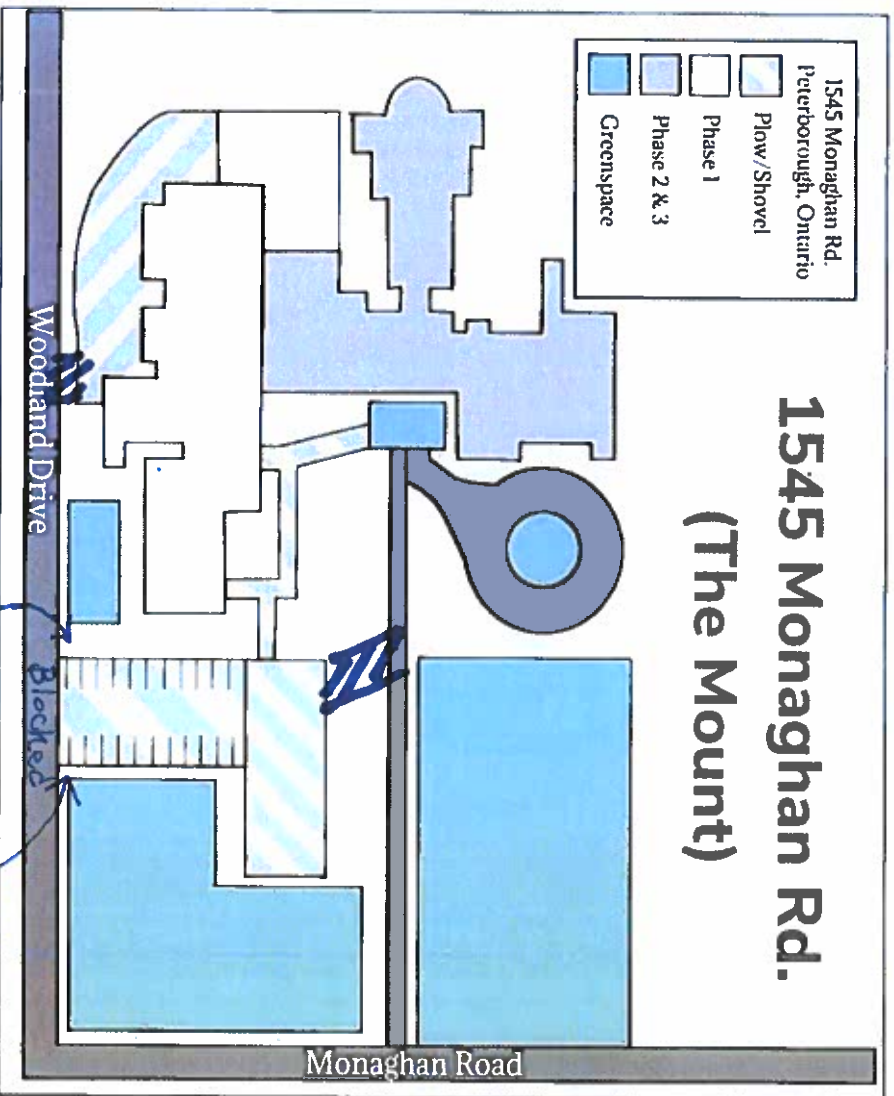


# 220 Edinburgh

220 Edinburgh Street

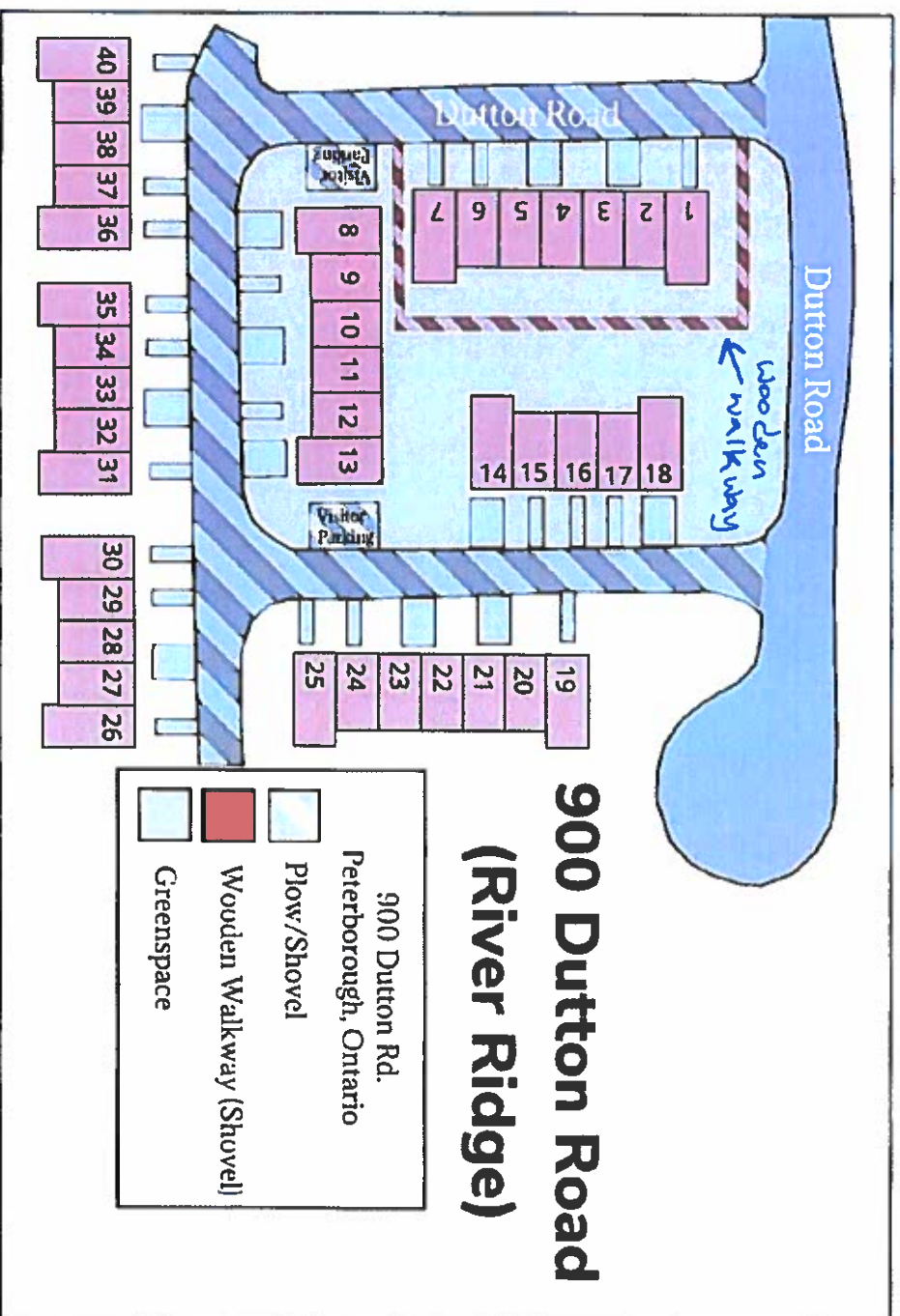


# 1545 Monaghan Rd. (The Mount)





# 900 Dutton Road



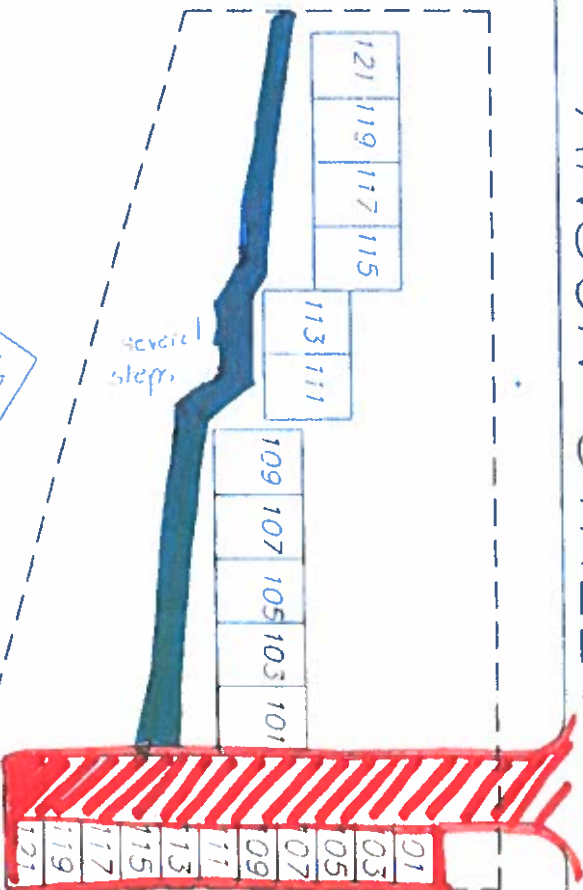
# Anson Street

ANSON STREET

101 - 121 ANSON STREET  
PETERBOROUGH, ONTARIO



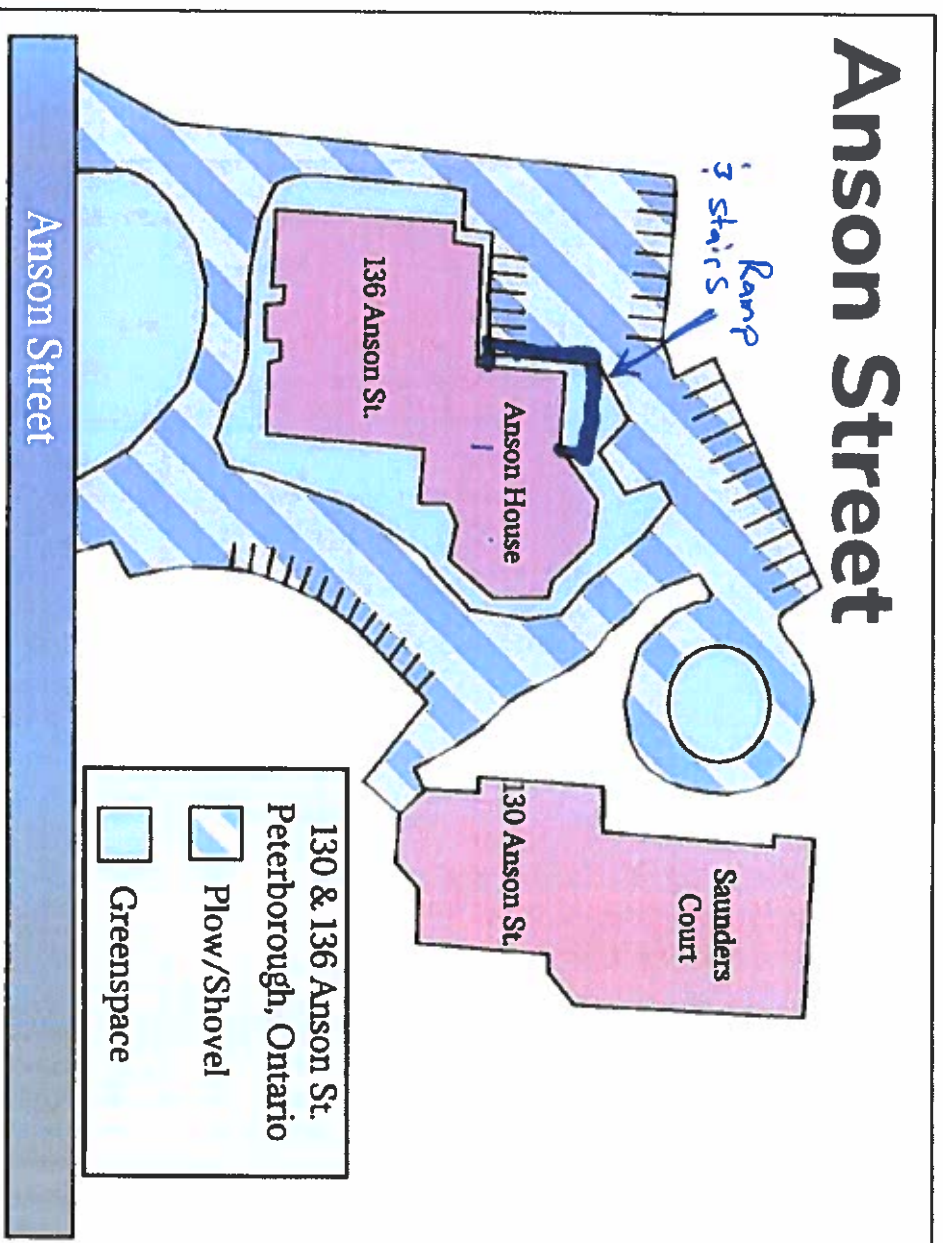
sewer  
steps



136 Anson - Ramp & stairs (front & back) to be free of Snow/Ice

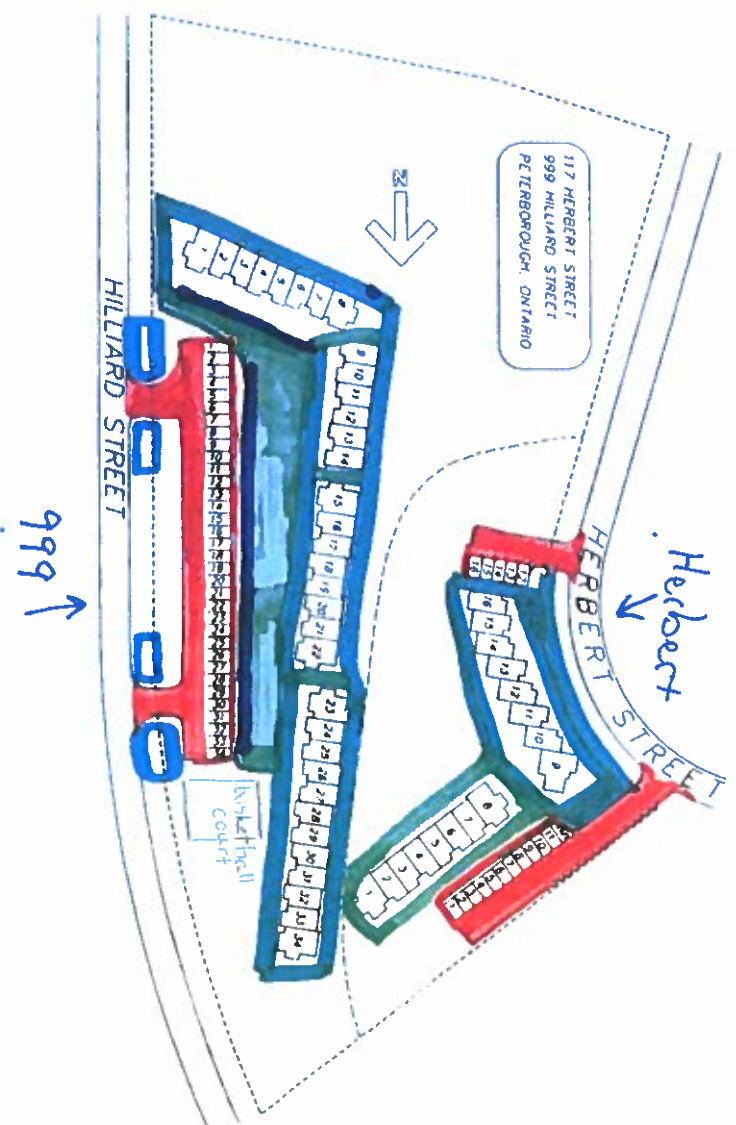
# 136 and 130 Anson Street

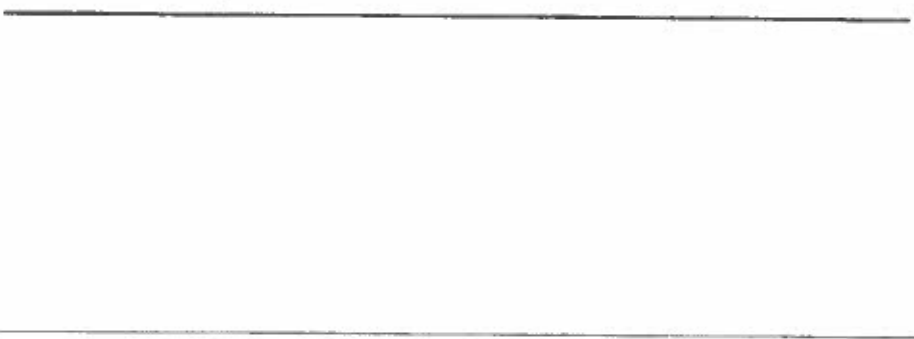
## Anson Street





# 999 Hilliard & 117 Herbert Street

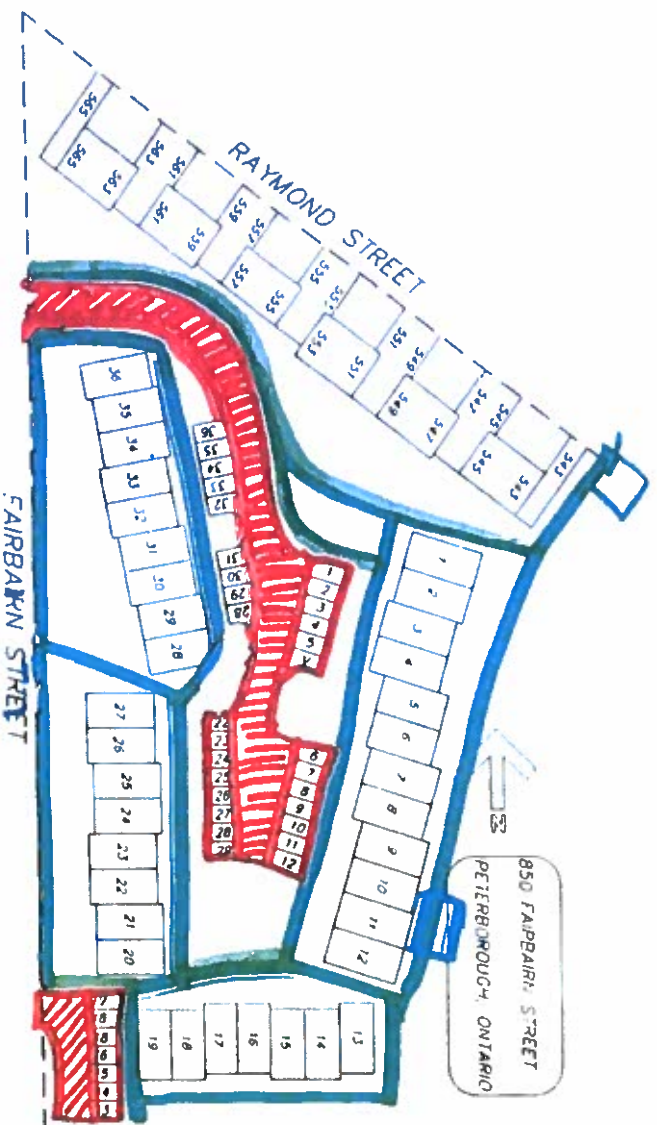






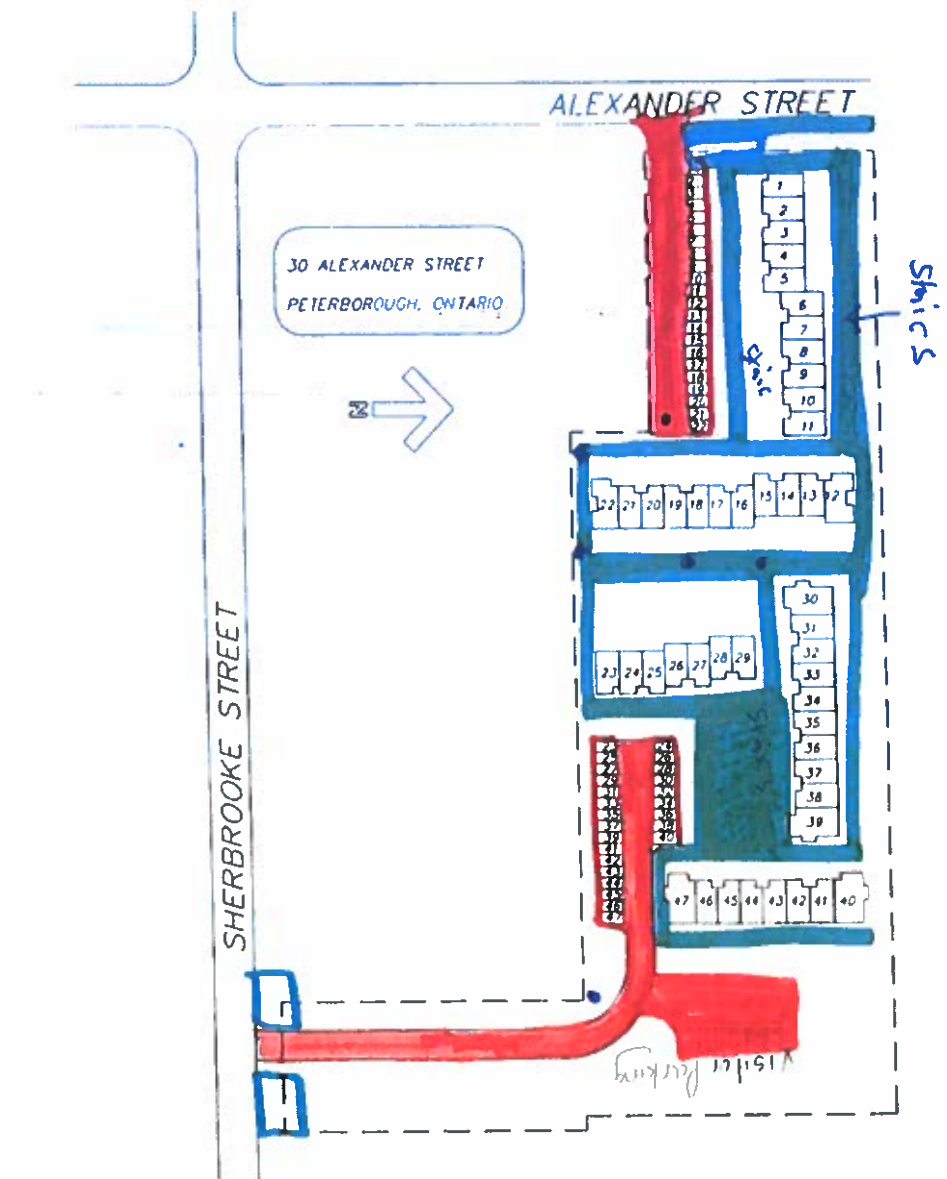
# 850 Fairbairn Street

Rear units from #20 to  
#36 - Steps must be kept  
Clear of all Snow/Ice



# 30 Alexander Avenue

• catch basins

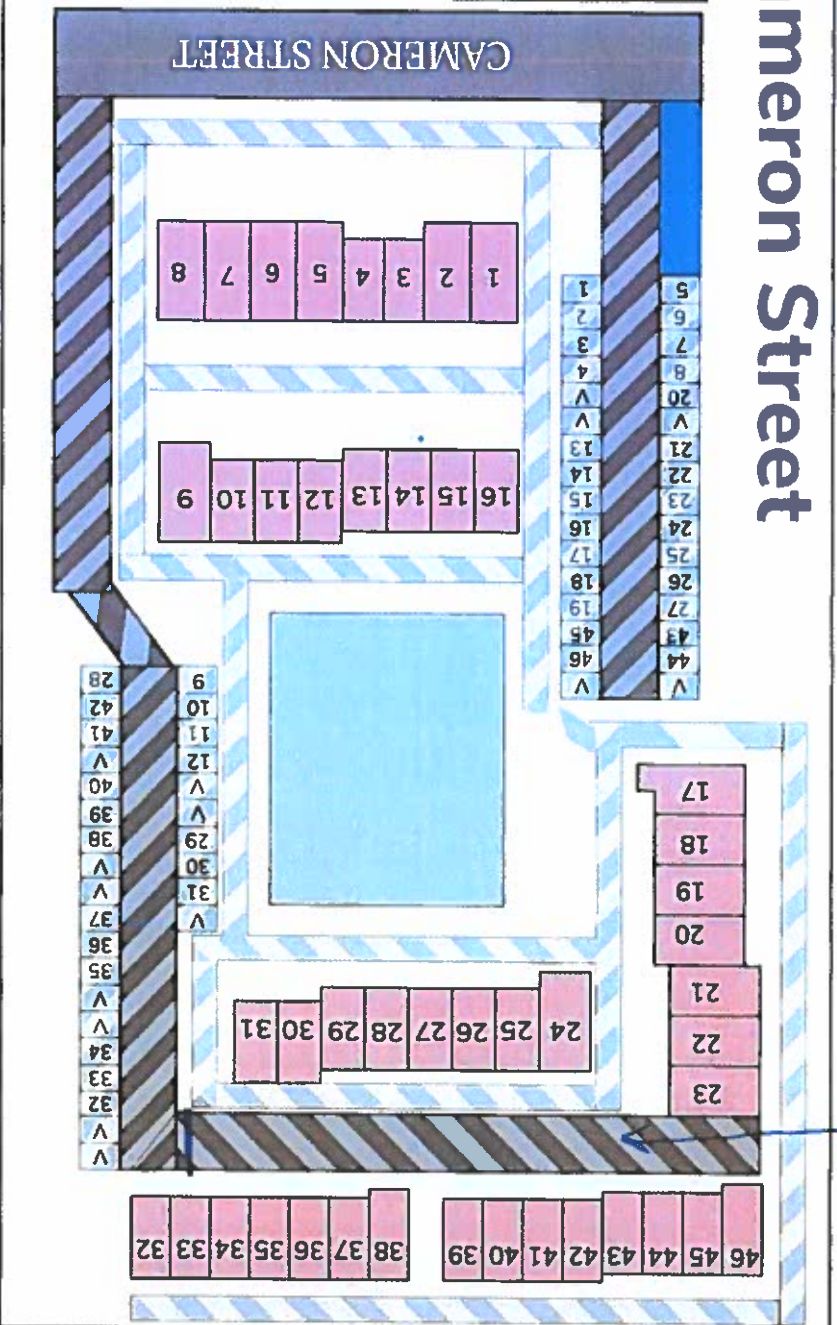


# 835 Cameron Street

## 835 Cameron Street

835 Cameron St.  
Peterborough, Ontario

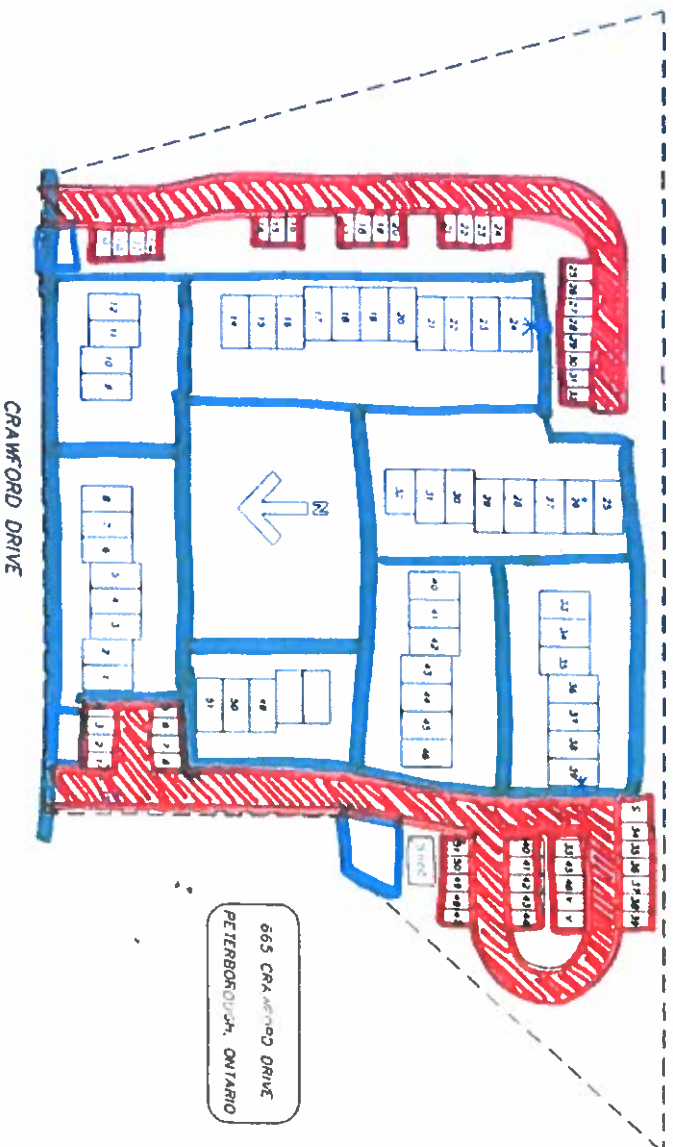
- Plow/Shovel
- Greenspace
- Garbage/Recycling



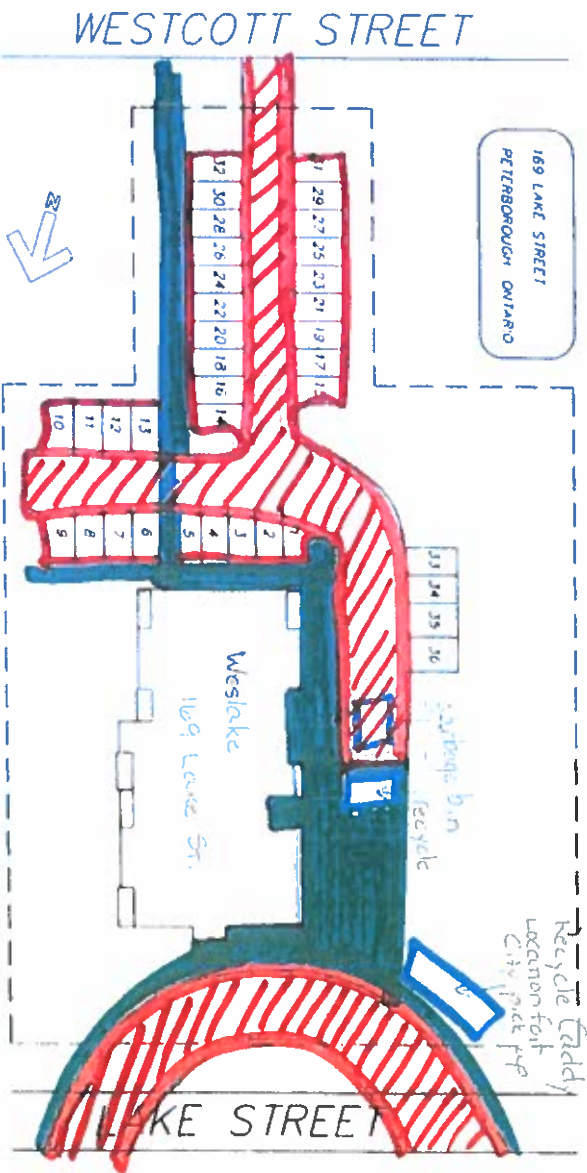
Fire / Emergency  
Route



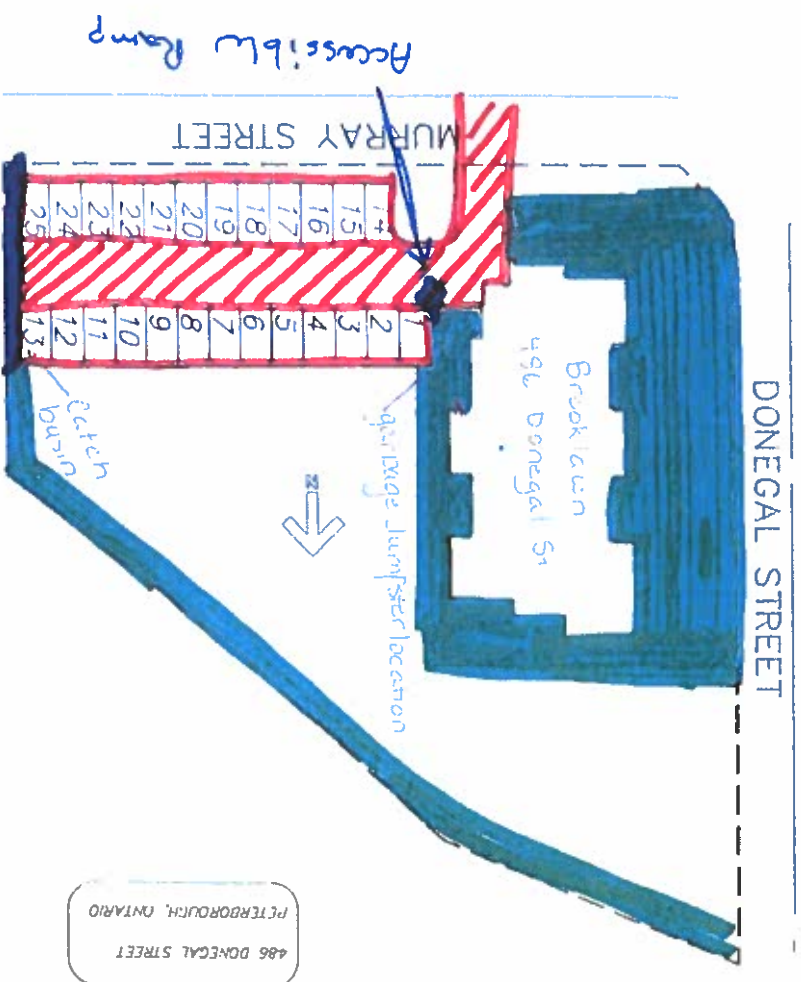
# 665 Crawford Drive



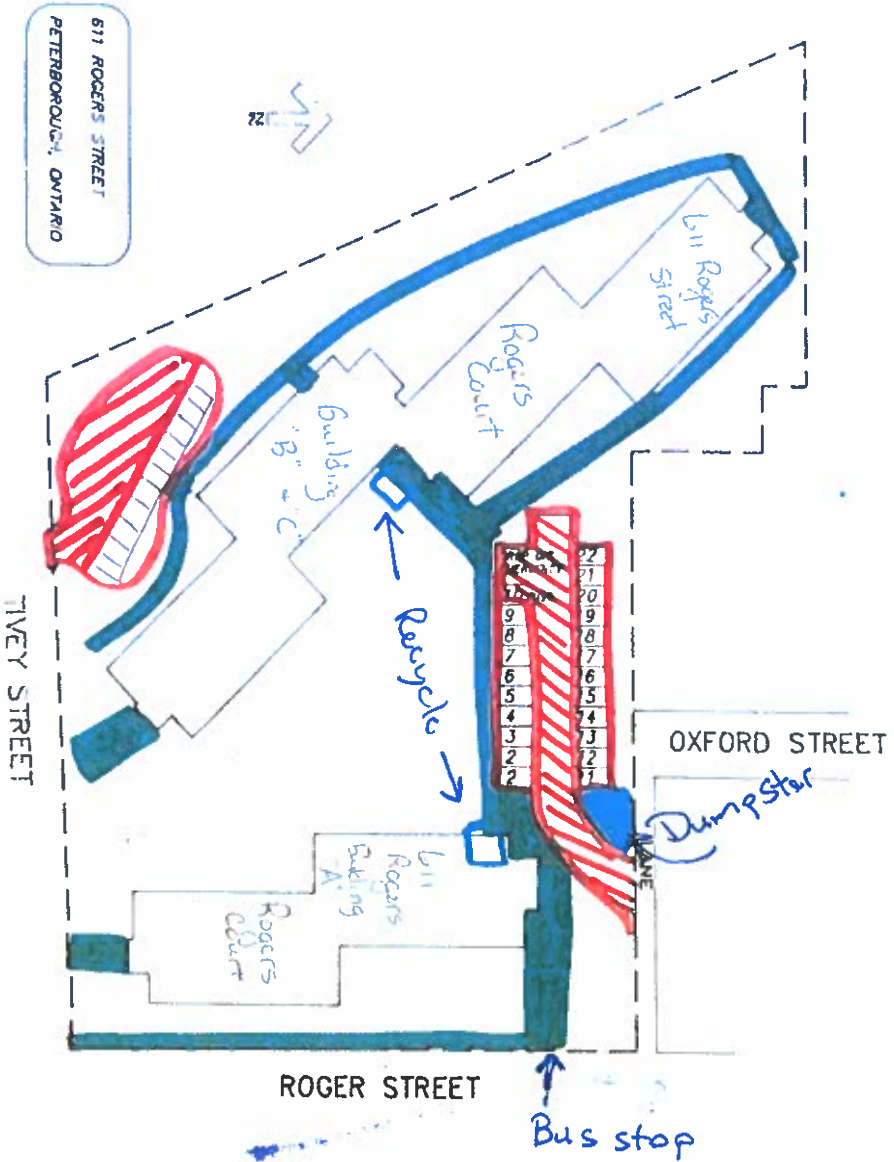
# 169 Lake Street



# 486 Donegal Street



# 611 Rogers Street

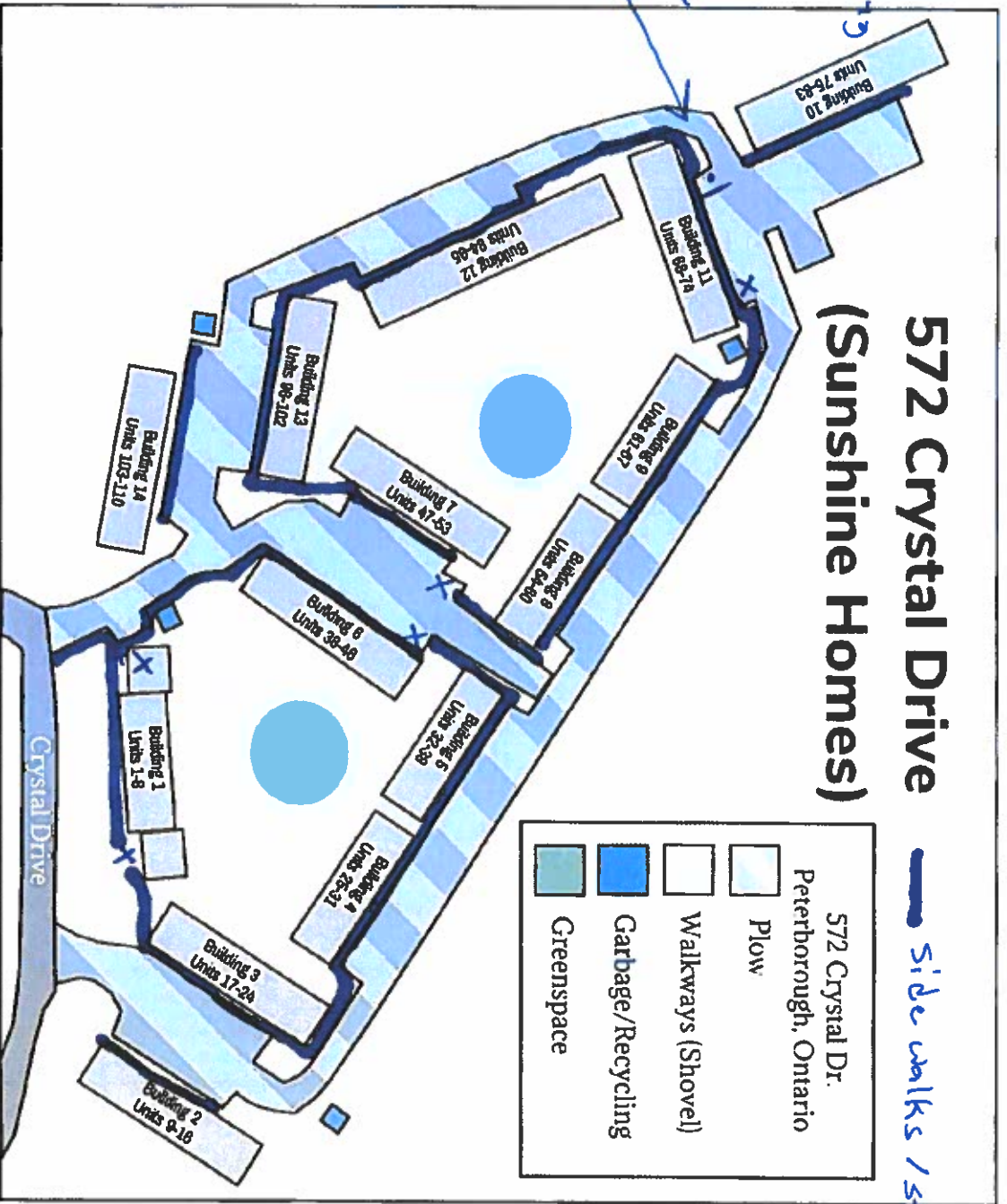




# 572 Crystal Drive (Sunshine Homes)

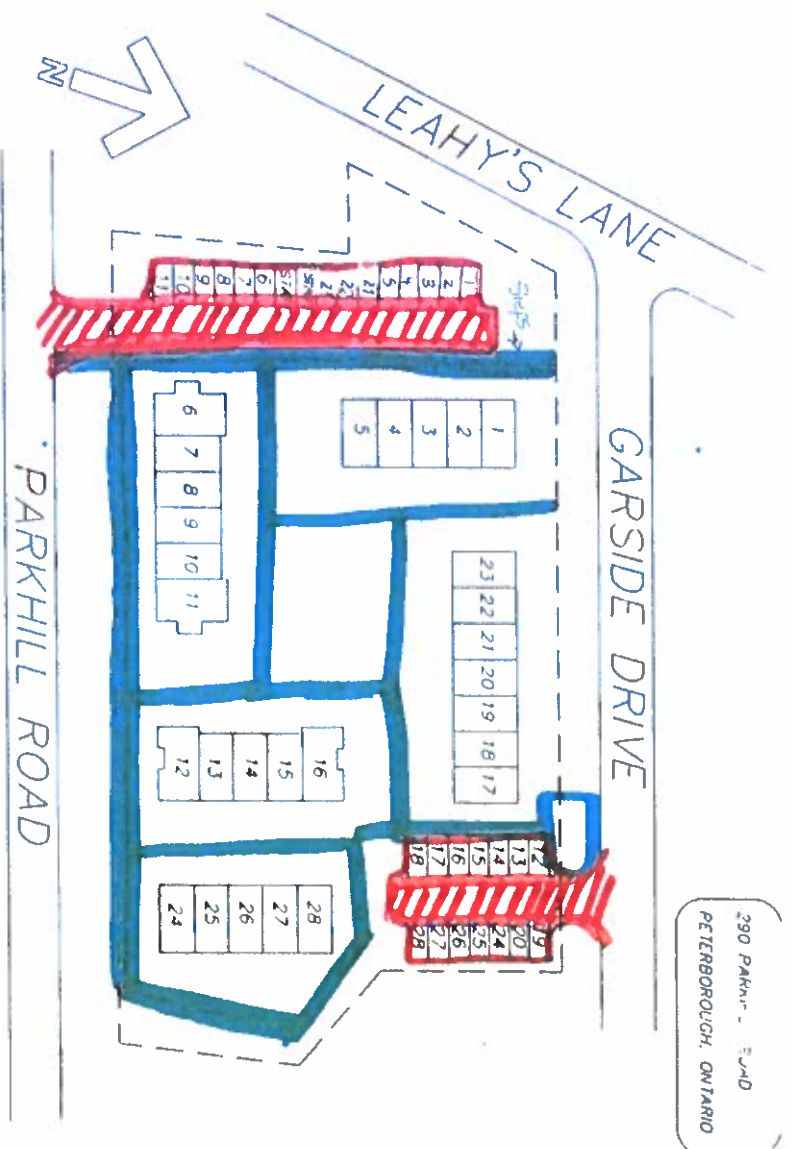
Side walks / stairs

- Garbage / Recycling Sheds to remain accessible -
- Ramps & stairs to remain snow/ice free.
- Shovel around car.
- X - Accessible units.

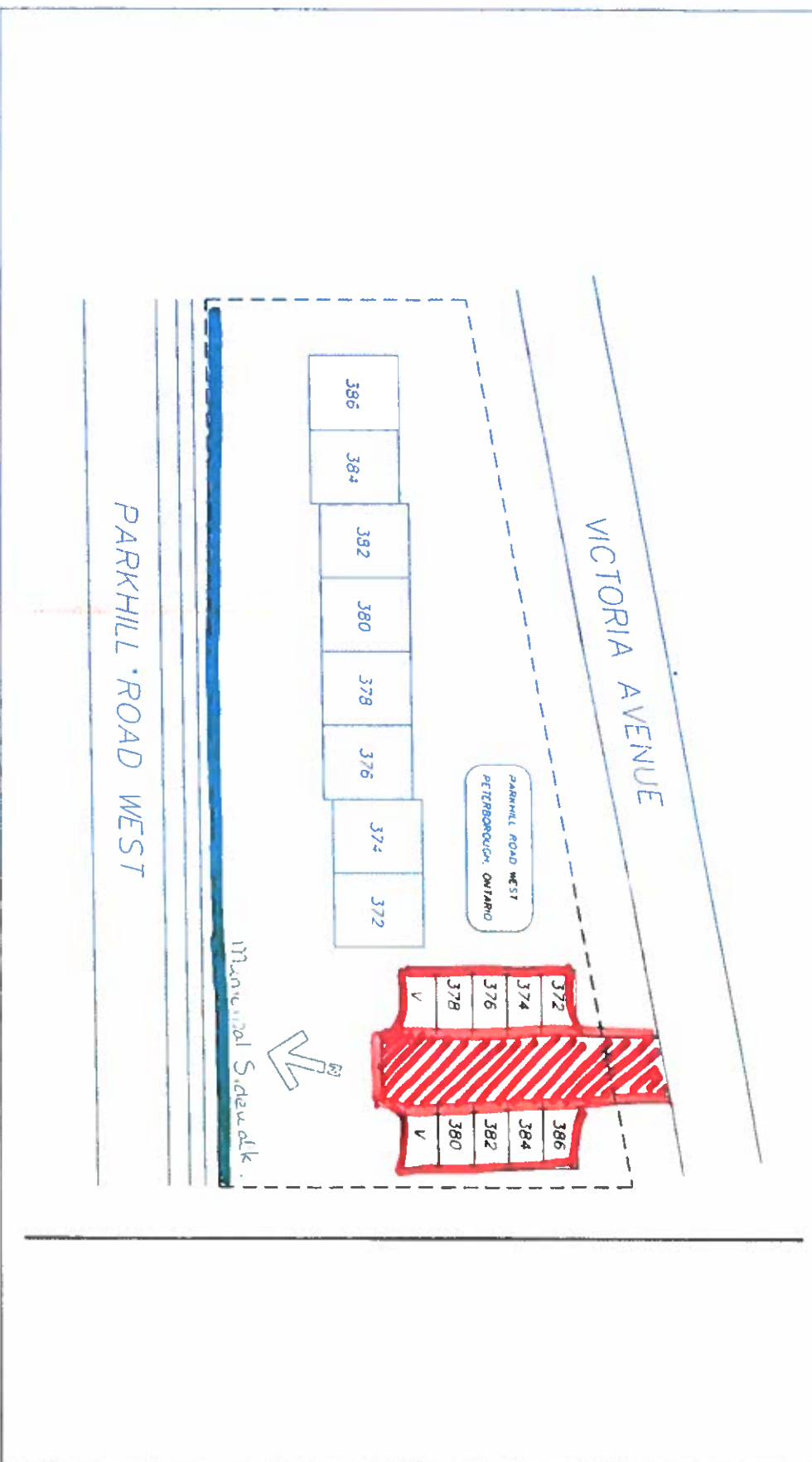




# 290 Parkhill Road East



# Parkhill Road West

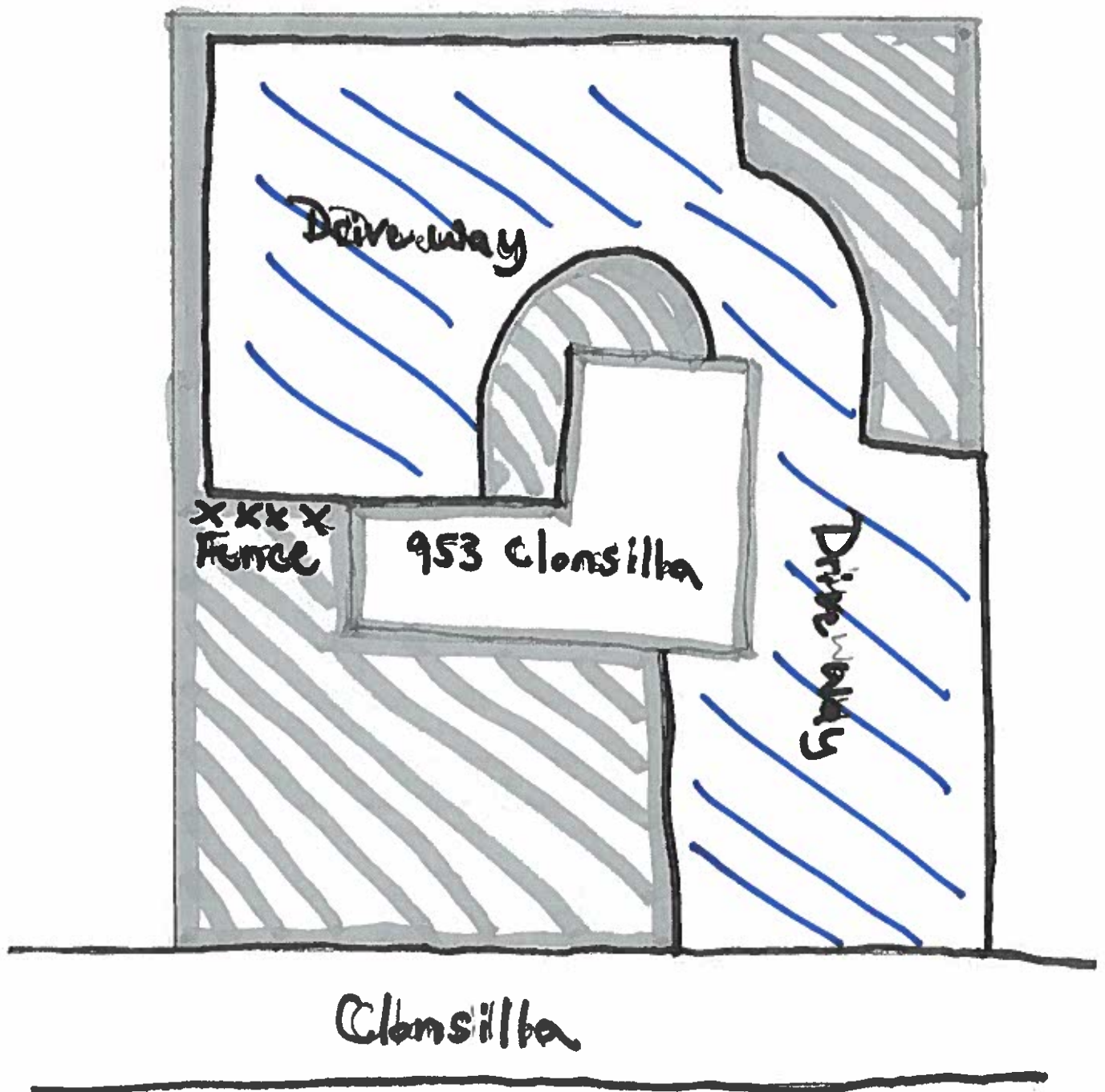




Building

Contractor Area

953 Clonsilla  
3 units





12 Simeon Crescent  
Apsley, ON





30 Simeon Crescent  
Apsley, ON





24 Ermatinger St  
Lakefield, ON





85 Concession St  
Lakefield, ON



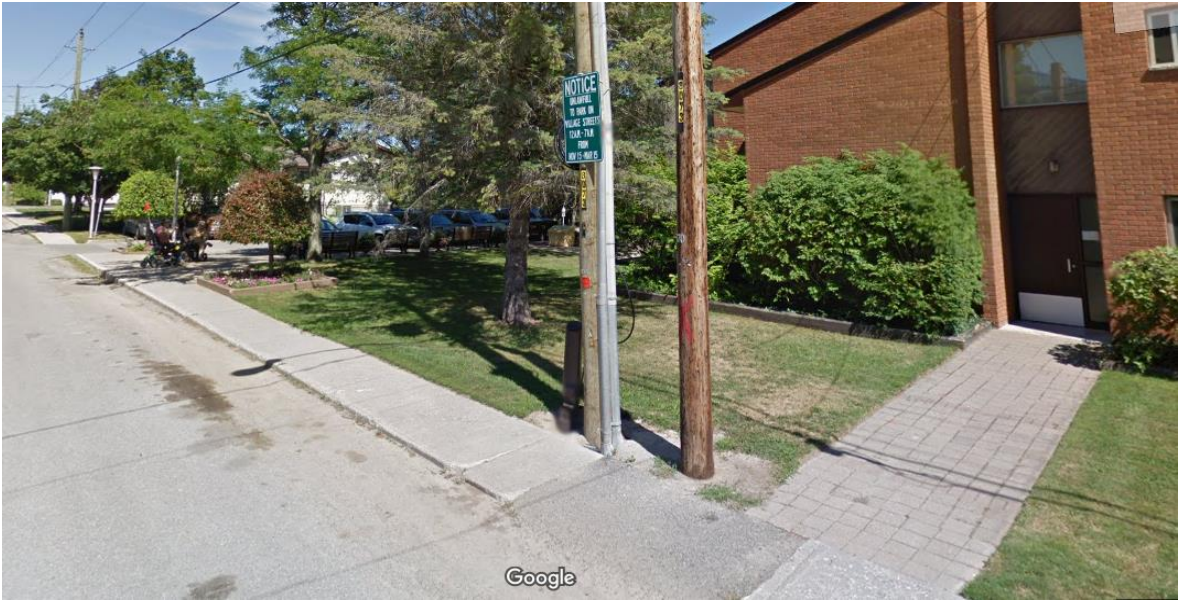


40 Rabbit Street  
Lakefield, ON





53 Spring Street  
Norwood, ON





8 Victoria Street  
Havelock, ON





37 George Street  
Havelock, ON





17 Smith Drive  
Havelock, ON

