



REQUEST FOR PROPOSAL

Proposal Number 2024-005

Snow Removal

Housing Buildings in City & County of Peterborough

Operations Division

Issue Date: Friday, September 6, 2024, 4:00pm

Closing Date: Friday, September 27, 2024, 4:00pm

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1.0 Overview:

- 1.1 Peterborough Housing Corporation is the largest single provider of community housing in the City and County of Peterborough. We provide rent-geared-to-income and affordable housing for seniors, single adults, and families. This means that PHC provides homes to well over 4000 residents in our community. Our housing is a mix of high-rise apartments, townhomes, walk-up apartments, semi-detached homes, and quadplexes. PHC is under an agreement with the Service Manager, the City of Peterborough for Peterborough City and County.
- 1.2 The Peterborough Housing Corporation invites Proposal Submissions to complete snow ploughing and snow removal operations 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.
- 1.3 The duration of this agreement will be for 1 year with PHC options to renew for an additional 1 + 1 year(s).
- 1.4 Peterborough Housing Corporation is seeking 1-3 Snow Removal contractors.
- 1.5 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.
- 1.6 The Contractor shall possess all licenses required by law for their operation and provide PHC with:
 - 1.6.1 proof of Liability Insurance coverage naming Peterborough Housing Corporation as an additional insure and;
 - 1.6.2 proof of coverage with WSIB, including a valid Clearance Certificate throughout the term of the contact, up to the expiration of the Contract in accordance with the Public Tender General Terms and Conditions.
- 1.7 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.
- 1.8 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 C.

- 1.9 Firm pricing is required for the Contract.
- 1.10 The purpose of the Request for Proposal is to select a Proponent with the ability to provide the full scope of goods and services required, at the most advantageous cost to the Corporation.
- 1.11 Proponents are to familiarize themselves with the requirements of these instructions, terms and conditions, and specifications, which will all form part of the Contract between the successful Proponent(s) and the Housing Corporation. No consideration will be given to any Proponent for failure to comply with these requirements.
- 1.12 Peterborough Housing Corporation does not make any representation or warranty as to accuracy or completeness of the information contained herein. Nothing contained in this document, or subsequent addenda should be relied upon as a promise or representation as to future circumstances or arrangements with respect to the provision of Snow Removal at Peterborough Housing Corporation. Proponents should conduct their own investigation and analysis of the proposed operations.

2.0 Definitions:

- 2.1 **“Housing Corporation”** Peterborough Housing Corporation
- 2.2 **“Facility Supervisor”** means the Manager or Supervisor responsible for the operations of the specific facility.
- 2.3 **“Facility”** means the work site location indicated in [Schedule A] where the services are to be performed.
- 2.4 **“Contract”** means the Contract Order issued and executed by Peterborough Housing Corporation and consists of Contract Documents identified in Appendix A: General Terms and Conditions of this RFP document.
- 2.5 **“Contractor”** means the successful proponent to the Request for Proposal who enters into a contract with Peterborough Housing Corporation.
- 2.6 **“Must”** “Mandatory” means a requirement that must be met in order for a Proposal to receive consideration.
- 2.7 **“Preferred Proponent”** means the Proponent selected by the Evaluation Committee to enter into negotiations for a contract.
- 2.8 **“Proponent”** means an entity that submits a Proposal.
- 2.9 **“Proposal”** means a Proposal submitted by a Proponent in response to this RFP.
- 2.10 **“RFP”** means this Request for Proposal document.
- 2.11 **“Services”** means the services as described generally in [Section 4.0] and [Schedule A] including anything required to be done for the fulfillment of the completion of this contract.
- 2.12 **“Work”** means the furnishings of all labour, materials, and modern industrial equipment to perform the services as set out in the Specifications [Section 4.0] and [Schedule A] Facility Service Requirements and Fee Schedule Attached hereto.

3.0 Instructions to Proponents:

3.1 Mandatory Information Meeting:

3.1.1 An information meeting will be held at the Peterborough Housing Corporation Room 112 at 555 Bonaccord St, Peterborough, ON K9H 3A8, on the following date and time:

3.1.1.1 **Friday, September 13, 2024, at 2:00 p.m. Eastern (EST)**

3.1.2 This meeting is mandatory and only Proposals from Proponents attending will be considered. Proponents must sign the attendance sheet.

3.2 Non-Mandatory Site Tours:

3.2.1 Scheduled non-mandatory site tours are being offered to Proponents who are interested, to give all Proponents, the best possible chance of pricing correctly.

3.2.2 All interested Proponents are to contact Lloyd Coke Jr, Building Asset Manager, before 12:00pm, Monday, September 16, 2024, by email lcoke@ptbohousingcorp.ca.

3.2.3 The Housing Corporation will compile a list with dates, and times, which will be forwarded to all interested Proponents by end of business day Monday, September 16, 2024.

3.3 Examination of RFP Proposal Documents and Facilities:

3.3.1 It is each Proponent(s) responsibility to carefully examine the RFP documents and facilities. The Proponent(s) may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Service or Work and conditions imposed by the Housing Corporation.

3.3.2 There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not included in the Proposal fee submitted, unless the Housing Corporation, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

3.4 **Proposal Closing Date and Delivery Instructions:**

3.4.1 It is the sole responsibility of the Proponent to submit their Proposal via the online tendering portal, Biddingo & or by email to Building Asset Manager Lloyd Coke Jr at lcoke@ptbohousingcorp.ca. **Hardcopy Proposals will not be accepted.**

3.4.2 The closing date and time to upload your Proposal to Biddingo or email is as follows:

3.4.2.1 Friday, September 27, 2024, at 4:00pm EST.

3.4.2.2 Late Proposals, Hardcopy Proposals, or Proposals submitted by facsimile will not be considered. It is the Proponents sole responsibility to ensure they allow themselves enough time to submit their Proposal.

3.5 **Mandatory Requirements:**

3.5.1 The Peterborough Housing Corporation has several requirements that are deemed as “Mandatory” when submitting a Proposal for this RFP. Failure to comply with these Mandatory Requirements will result in the disqualification of your Proposal.

3.5.2 The following mandatory requirements must be met for your Proposal to be considered:

3.5.2.1 Proponent(s) must attend the Mandatory Information Meeting on **Friday, September 13, 2024, at 2:00 p.m. Eastern (EST)**

3.5.2.2 Proposals must be submitted in English.

3.5.2.3 Appendix A signed and submitted.

3.5.2.4 Appendix B signed and submitted.

3.5.2.5 Appendix C signed and submitted.

3.5.2.6 Appendix D signed and submitted.

3.5.2.7 Appendix E signed and submitted.

3.5.2.8 Proposals must be submitted by Friday, September 27, 2024, no later than 4:00pm EST.

Questions and Inquiries:

3.5.3 All questions and inquiries related to this RFP shall be directed via email to:

Lloyd Coke Jr
Building Asset Manager
Peterborough Housing Corporation
Email: lcoke@ptbohousingcorp.ca

3.5.4 Information received by any other person may be inaccurate and not relied upon.

3.5.5 Questions are to be submitted before Wednesday, September 18, 2024, no later than 12:00pm EST. The Housing Corporation reserves the right not to answer questions after this date and time.

3.5.6 If a change or additional information is warranted, the Housing Corporation's response will be communicated to all Proponents by means of written Addenda issued by the Building Asset Manager prior to the closing date and time.

3.5.7 The Housing Corporation will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries. Proponents finding discrepancies or omissions in the RFP documentation or having doubts as to the meaning or intent of any provision should immediately notify the contact person above. If the Housing Corporation determines that an amendment is required to this RFP, the Building Asset Manager will issue an Addendum and such an Addendum will be sent to all parties who attend the Mandatory Information Meeting.

3.5.8 No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

3.5.9 Proponents are required to check their emails, Biddingo for any updated information and Addenda issued up until the "closing date and time".

3.6 Addenda:

3.6.1 Each Addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written Addendum issued by the Building Asset Manager. Upon submitting a Proposal submission, Proponents will be deemed to have received notice of all addenda that are emailed and on Biddingo.

3.7 **Proponent Expenses:**

3.7.1 Proponents are solely responsible for their own expenses in preparing and submitting proposals, and for any sample requests, meetings, negotiations, or discussions with or presentations with the Housing Corporation or its representatives and consultants relating to or arising from this RFP.

3.8 **Liability for Errors:**

3.8.1 While the Housing Corporation has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Housing Corporation, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the work in this RFP.

3.9 **Changes to RFP Document:**

3.9.1 Proponent(s) must not alter any portion of this RFP document except for adding the information requested on **Appendix A, B & C** to do so will invalidate the submission of the Proposal.

3.10 **Changes to the Proposal Wording and Content:**

3.10.1 The Proponent will not be allowed the opportunity to change the wording or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal unless requested by the Housing Corporation (e.g., minor clarification).

3.11 **Acceptance and Rejection of Proposals:**

3.11.1 This RFP is not an agreement to purchase goods or services. The Housing Corporation is not bound to enter a Contract with any Proponent.

3.11.2 The Housing Corporation reserves the right to:

3.11.2.1 Not accept any proposal in response to this RFP.

3.11.2.2 To reject any, and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP.

- 3.11.2.3 To reject any Proposal at any time prior to the execution of a contract.
- 3.11.2.4 To reject Proposals which are incomplete, conditional, or obscure or have erasures or alterations of any kind.
- 3.11.2.5 To waive immaterial defects and minor irregularities in any Proposal.
- 3.11.2.6 To assess the ability of the Proponent to perform the contract and reject any Proposal where the Housing Corporation's sole estimation, the personnel and/or resources of the Proponent are insufficient.

3.12 Right to Cancel the RFP Process:

3.12.1 The Housing Corporation reserves the right in its sole discretion to postpone or cancel the RFP process at any time and may in its discretion; elicit offers from other parties (whether such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating with any party if:

- 3.12.1.1 Only one Proposal is received.
- 3.12.1.2 A suitable Proponent has not been selected.
- 3.12.1.3 Proposal not approved by the Housing Corporation's Tender Evaluation Committee.
- 3.12.1.4 Proposal Exceeds the Housing Corporation's Budget

3.13 Withdraw of Proposals:

3.13.1 The Proponent may withdraw their Proposal at any time prior to Proposal closing date and time by submitting a written withdraw letter to the Building Asset Manager via email: lcoke@ptbohousingcorp.ca

3.14 No Claims:

3.14.1 The Housing Corporation and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal or participating in the negotiations for a contract, or any other activity related to or arising out of this RFP.

3.15 Irrevocability of Proposals:

3.15.1 At the appointed closing time, all Proposals become irrevocable. By Submission of a Proposal, the Proponent agrees that should its Proposal be selected, the successful Proponent will enter a Contract with the Housing Corporation. Proposals shall be irrevocable and shall remain open for acceptance by the Housing Corporation for at Least sixty (60) calendar days after the RFP closing date and time. The Housing Corporation may elect to extend the Proposal validity duration beyond (60) calendar days with written notice to all Proponents.

3.16 Ownership of Proposals:

3.16.1 All Proposals submitted, other than any Proposal withdrawn prior to the open of the Proposals or any late Proposals, become the property of the Housing Corporation and will not be returned to Proponents.

3.17 Debriefing:

3.17.1 Proponents may request a debriefing which may be made available at the Housing Corporation's convenience and must be made within fifteen (15) calendar days of notification of award. The intent of the debriefing is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

3.18 Proposals WILL NOT be opened in public.

4.0 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(s) 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 communal garbage pads and recycling areas including boulevard locations for Municipal pick up to allow easy access by Residents and City workers.
 - 4.4.3 The Contractor shall apply sand, sand-salt and/or de-icing 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 1st and April 15th 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 the Contract and submit copies of the log with monthly invoices. The

Contractor Daily Log Sheet is provided by PHC in this Tender Submission Form labeled Appendix D.

- 4.12 The Contractor shall designate a primary contact for the duration of the contract that is always locally available, 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 B 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 subtrades.
- 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.
- 4.17 The Contractor shall coordinate with PHC designate to plan and determine snow piling locations on each site prior to Contract agreement. To ensure access and entry requirements are maintained, the Contractor shall mark up the drawings in Section 6 to establish a snow piling plan.

5.0 Specifications:

- 5.1 The priorities for snow removal in order of importance are:
 - 5.1.1 Fire routes and fire exits including Apartment building sidewalk entrances.
 - 5.1.2 Roadways, driveways, and parking lots.
 - 5.1.3 Sidewalks, walkways, ramps, steps, community mailboxes.
 - 5.1.4 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 de-icing agent upon the accumulation of snow and all frozen, packed-down snow.
 - 5.4.2 Sodium chloride is the main de-icing agent to be used for parking lots and driveways. Calcium chloride based de-icing 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 stockpile 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 C, 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.

- 5.7 **Parking Lots, Parking Lot Entrances, Emergency Access Routes**
 - 5.7.1 Snow ploughs all parking areas, roadway entrances and exits, and emergency access routes upon the accumulation of 50mm (or 2") of snow, ice or slush.
 - 5.7.2 Contractor to clear all roadways, 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.

- 5.7.3 Contractor to ensure ploughed snow does not impede vehicles from entering or exiting tenant or visitor parking stalls.
- 5.7.4 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.
- 5.7.5 Apply De-icing agents after EVERY snow removal to all included surfaces as required to maintain all areas under the contract free from snow.
- 5.7.6 All surfaces are to be cleared to BARE and free of all slippery conditions.
- 5.7.7 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.
- 5.7.8 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.
- 5.7.9 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.

5.8 **Sidewalks –Communal Sidewalks:**

- 5.8.1 Contractor to clear all sidewalks, emergency routes and accessibility ramps/walkways their full width and length.
- 5.8.2 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).
- 5.8.3 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:
 - 5.8.3.1 835 Cameron Street, Unit #39
 - 5.8.3.2 30 Alexander Avenue, Unit #42
- 5.8.4 De-icing Agents to be applied after EVERY snow removal to all included surfaces.

5.9 **Garbage Pad and Recycling Areas:**

- 5.9.1 Garbage pads and recycling areas where tenant waste/garbage items are placed on boulevards for municipal pick-up must be always kept clear
- 5.9.2 De-icing Agents to be applied after EVERY snow removal to all included surfaces.

5.10 **Catch Basins:**

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

5.11 Sandboxes:

- 5.11.1 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.
- 5.11.2 These sand boxes have been installed for tenant use.
- 5.11.3 Contractor to fill sand boxes with new sand/salt mixture.
- 5.11.4 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).
- 5.11.5 Each box has a capacity of 1 yard, anticipate 10 refills of each sandbox per term of Contract.
- 5.11.6 Contractor to advise PHC office of damaged yellow sand boxes.

5.12 Community Mailboxes:








- 5.12.1 Contractor to remove snow from areas surrounding Community Mailboxes to ensure easy access by Canada Post Letter Carriers and all residents.
 - 5.12.1.1 835 Cameron Street
 - 5.12.1.2 527 Crystal Drive
 - 5.12.1.3 900 Dutton Road

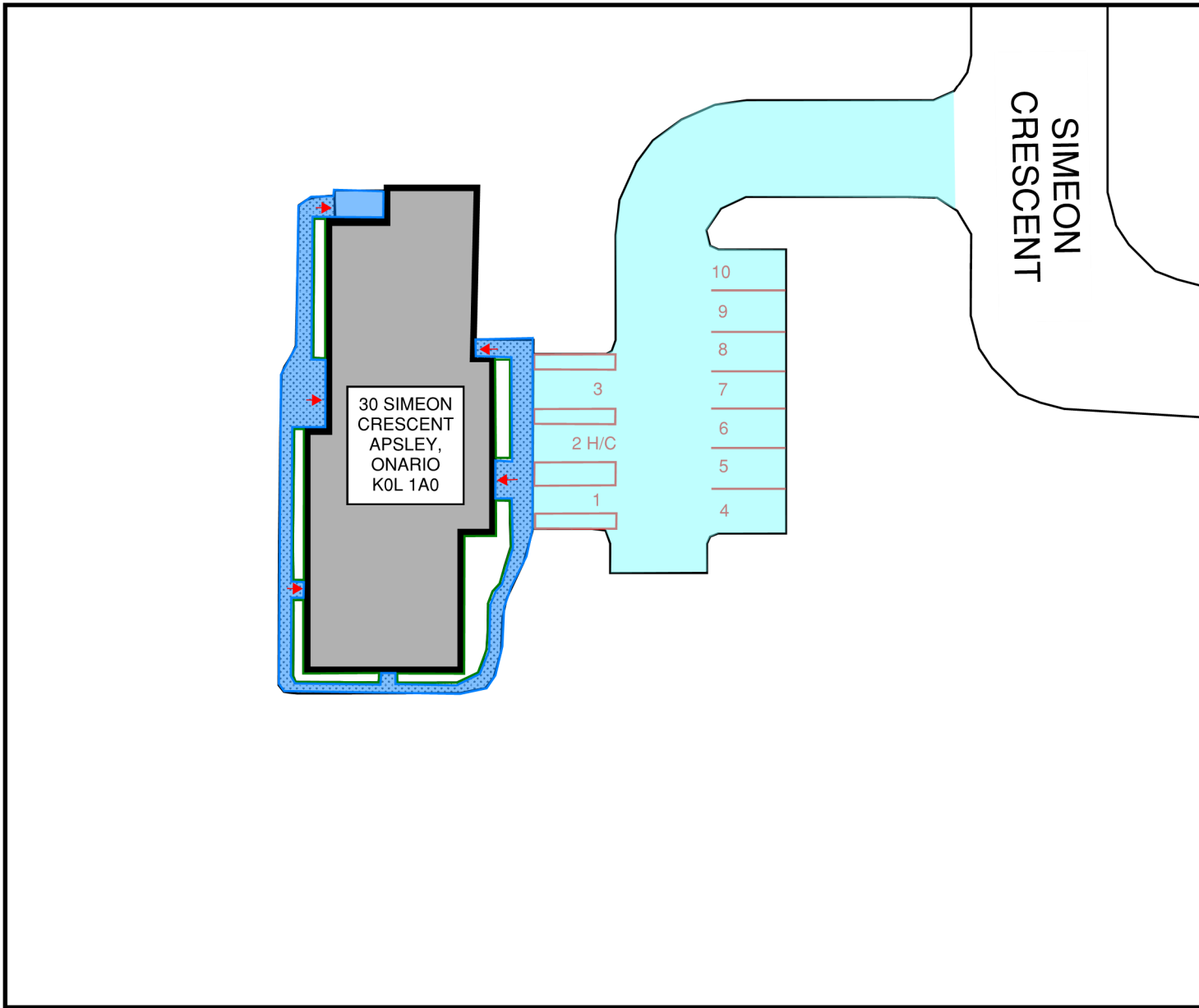
5.13 Power Sweeping:

- 5.13.1 Power sweeps all parking lots/driveways and road entrances to remove excess sand, leaves and other debris at end of Contract and between April 15th and April 30th weather permitting. Should the weather not cooperate with power sweeping operations during April 15th and April 30th, the Contractor shall coordinate with the Housing Corporation to complete later but no later than the 15th of May each year.
- 5.13.2 Submit a written schedule to PHC no later than March 15th which includes date and time power sweeping will be executed at each community.
- 5.13.3 Tenants will be notified by PHC to remove cars from parking lot(s) and coordinate 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.
- 5.13.4 Remove all excess sand and debris from all public sidewalks throughout entire community at time of power sweeping of parking lots.

6.0 Location Maps:

Address	Township
30 Simeon Cres	Aspley
12 Simeon Cres	Aspley
17 Smith Dr	Havelock
8 Victoria St	Havelock
53 Spring St	Norwood
24 Ermatinger	Lakefield
85 Concession	Lakefield
40, 46, 48, 50 Rabbit St	Lakefield
665 Crawford Dr	Peterborough
835 Cameron Street	Peterborough
572 Crystal Drive	Peterborough
169 Lake St	Peterborough
1545 Monaghan (The Mount) & 680 Woodland Street	Peterborough
526 McDonnell	Peterborough
553 Bonaccord St	Peterborough
555 Bonaccord St	Peterborough
101-121 Anson St	Peterborough
130 Anson St	Peterborough
136 Anson St	Peterborough
220 Edinburgh	Peterborough
486 Dongeal	Peterborough
293 London St	Peterborough
850 Fairbairn St	Peterborough
611 Rogers St	Peterborough
290 Parkhill Rd E	Peterborough
372-386 Parkhill Rd W	Peterborough
30 Alexander Ave	Peterborough
117 Herbert St	Peterborough
999 Hilliard St	Peterborough
1190 Hilliard St	Peterborough
900 Dutton Rd	Peterborough

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 30 SIMEON CRESCENT
 APSLEY, ONTARIO
 K0L 1A0








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

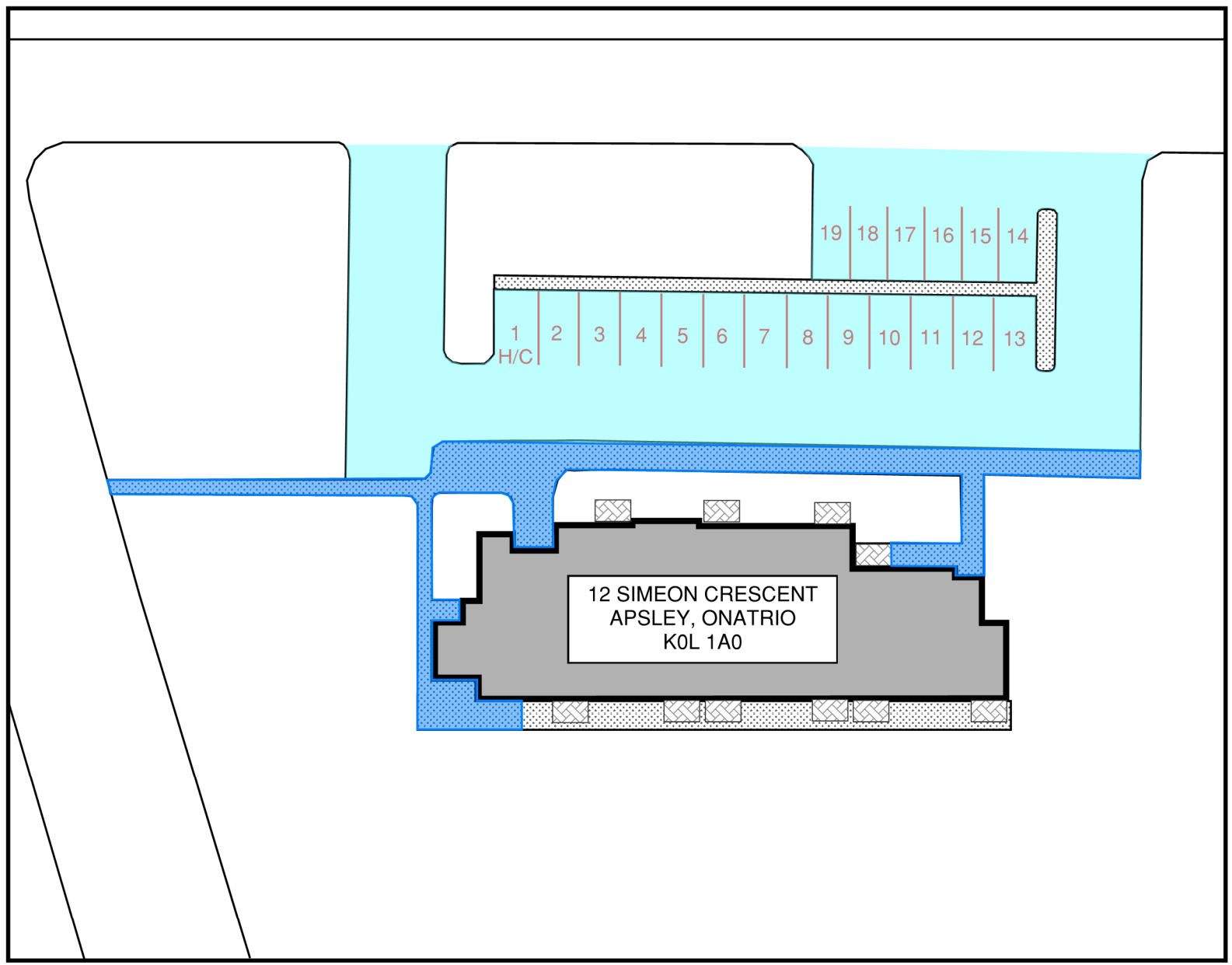
DATE:
 AUGUST 26 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 30 SIMEON CRESCENT - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

-  SIDEWALK / WALKWAY
-  PATIO SPACE
-  FENCE / PARTITION
-  ENTRY
-  LANDSCAPING
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



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FACILITY NAME:
 12 SIMEON CRESCENT
 APSLEY, ONATRIO
 K0L 1A0


DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

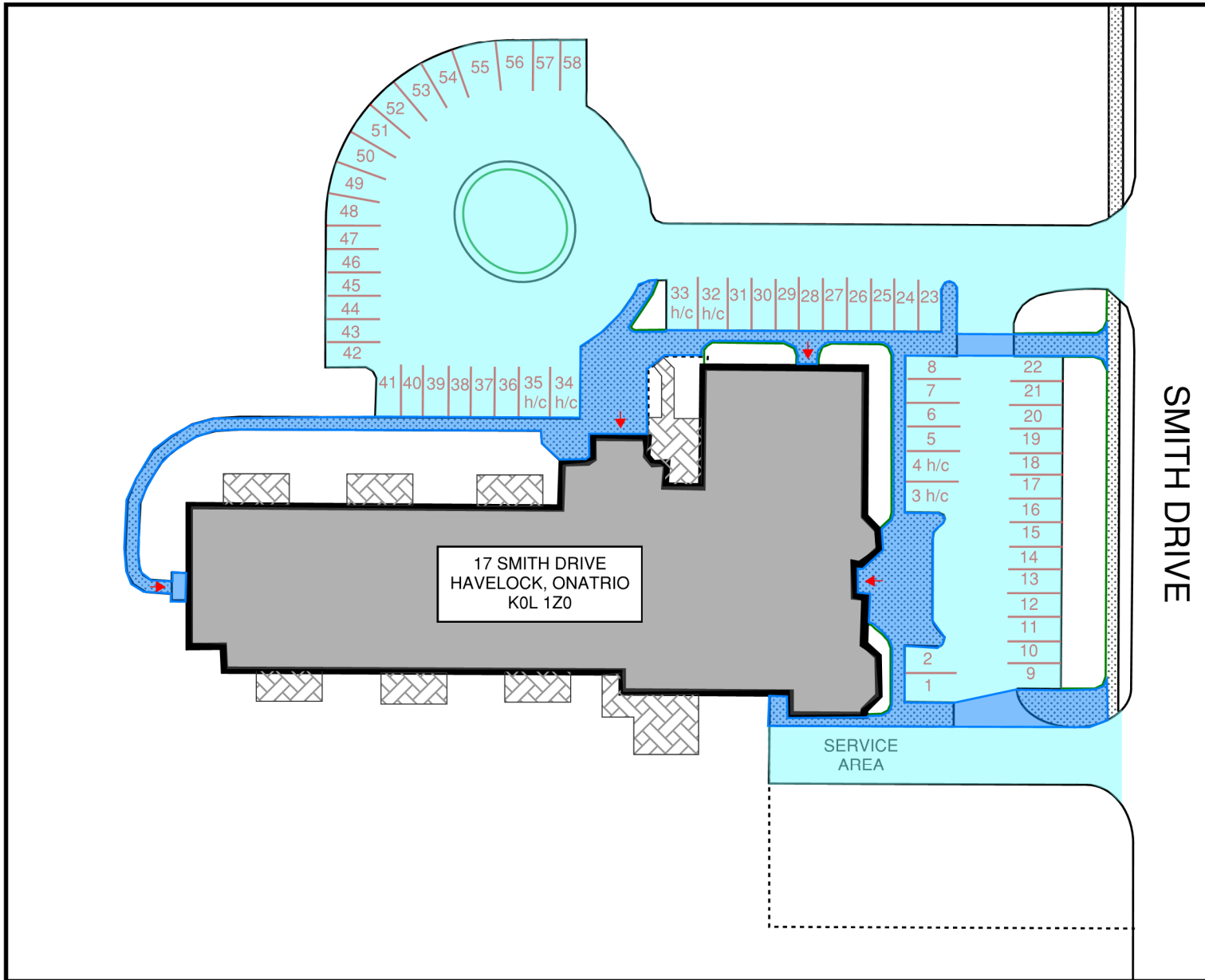
DATE:
 AUGUST 26 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 12 SIMEON CRESCENT - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
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01	08/02/2024	ISSUED FOR REVIEW



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FACILITY NAME:
 17 SMITH DRIVE
 HAVELOCK, ONTARIO
 K0L 1Z0

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL


DATE:
 AUGUST 26 2024

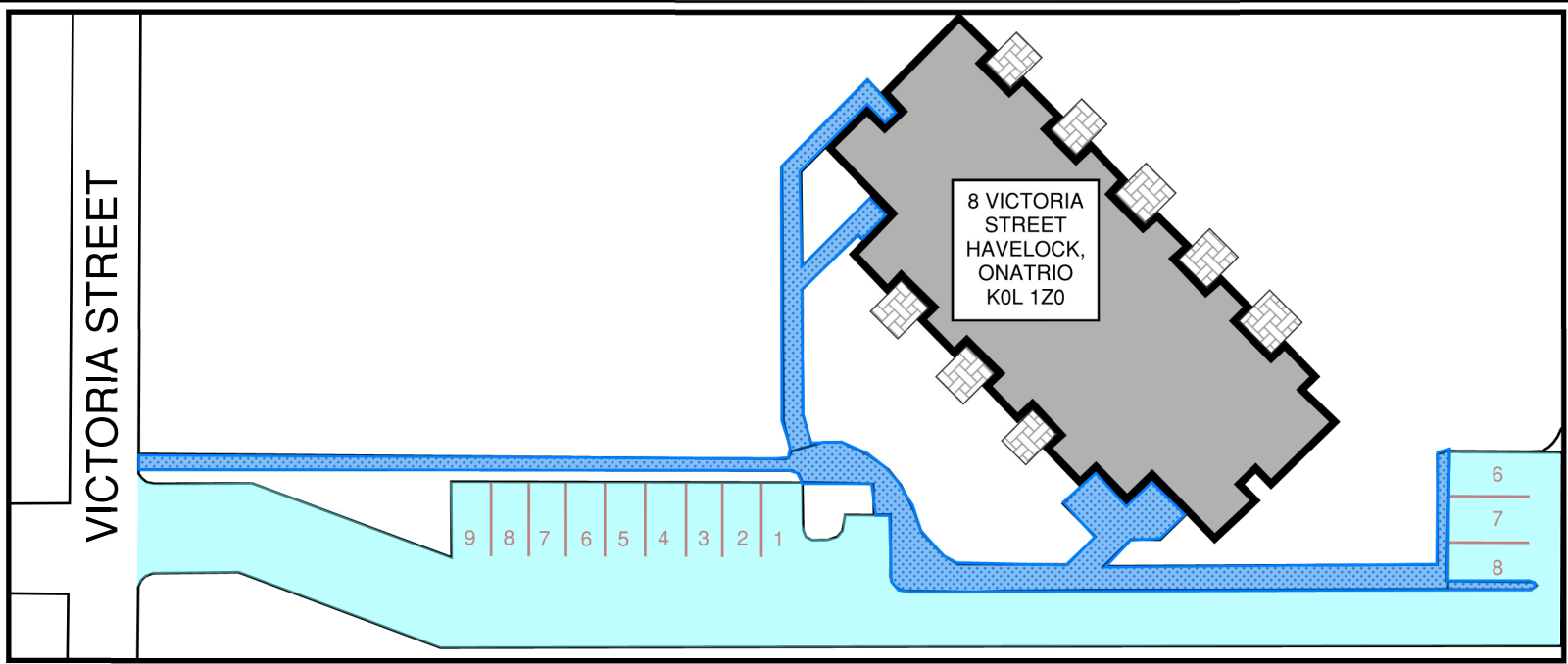
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SHEET NO. P101 SCALE: N.T.S.

01 17 SMITH DRIVE - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

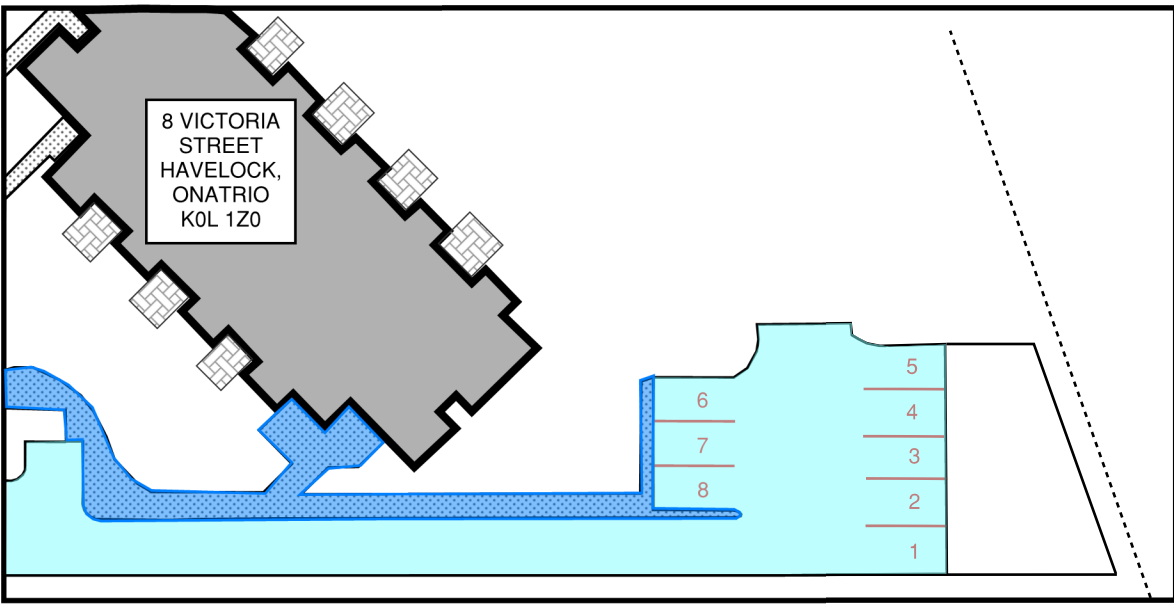
LEGEND:

-  SIDEWALK / WALKWAY
-  PATIO SPACE
-  FENCE / PARTITION
-  ENTRY
-  LANDSCAPING
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



01
P101

8 VICTORIA STREET - PARKING PLAN - SNOW REMOVAL
N.T.S.



02
P101

8 VICTORIA STREET - PARKING PLAN - SNOW REMOVAL
N.T.S.

REV:	DATE:	DESCRIPTION:
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
- DRAWING FOR REFERENCE PURPOSES ONLY
- CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

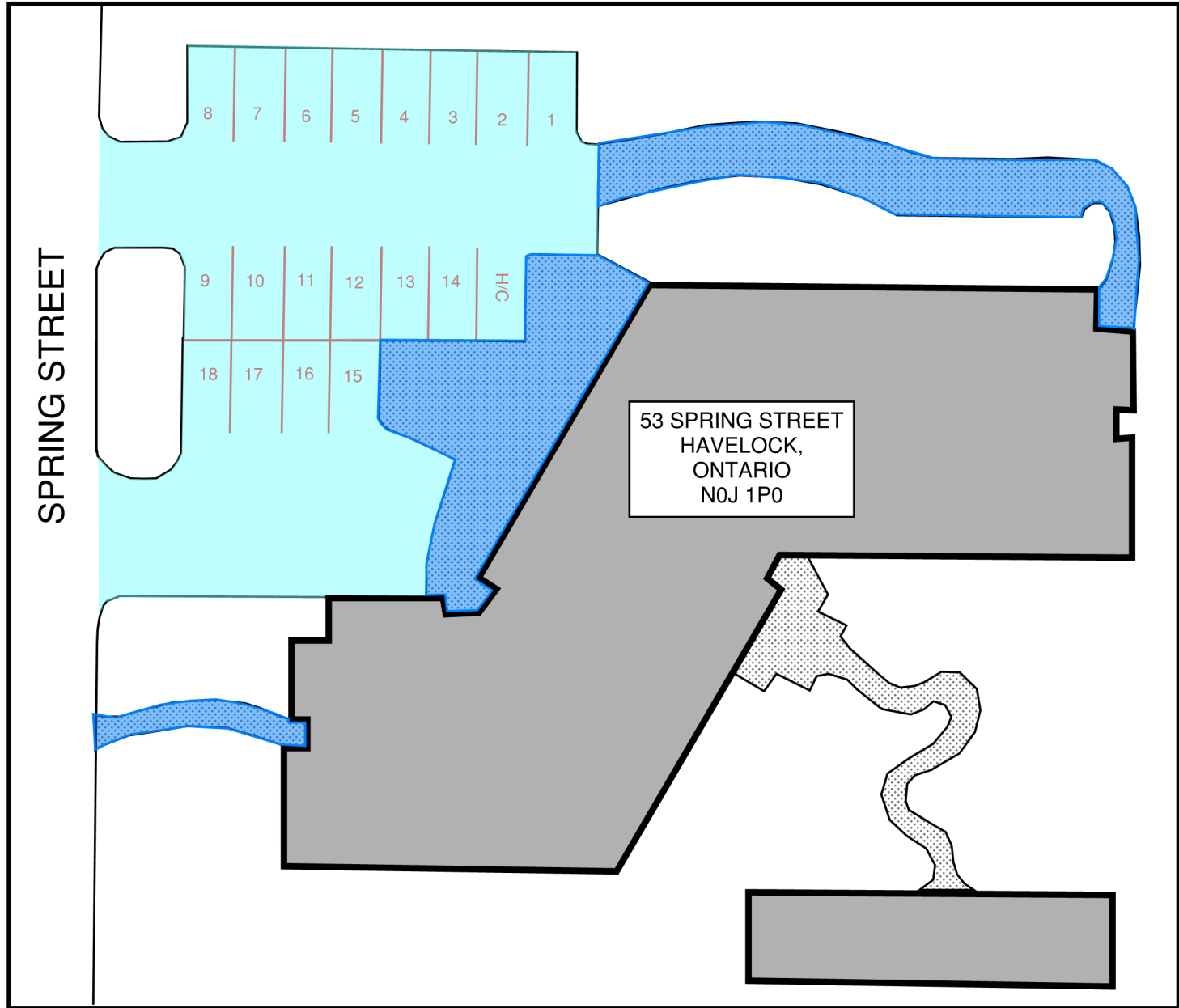
FACILITY NAME:
8 VICTORIA STREET
HAVELOCK, ONTARIO
KOL 1Z0








DRAWING TITLE:
PARKING PLAN - SNOW REMOVAL

DATE: AUGUST 26 2024

DRAWN BY: BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.



- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA

02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 53 SPRING STREET
 HAVELOCK, ONTARIO
 N0J 1P0

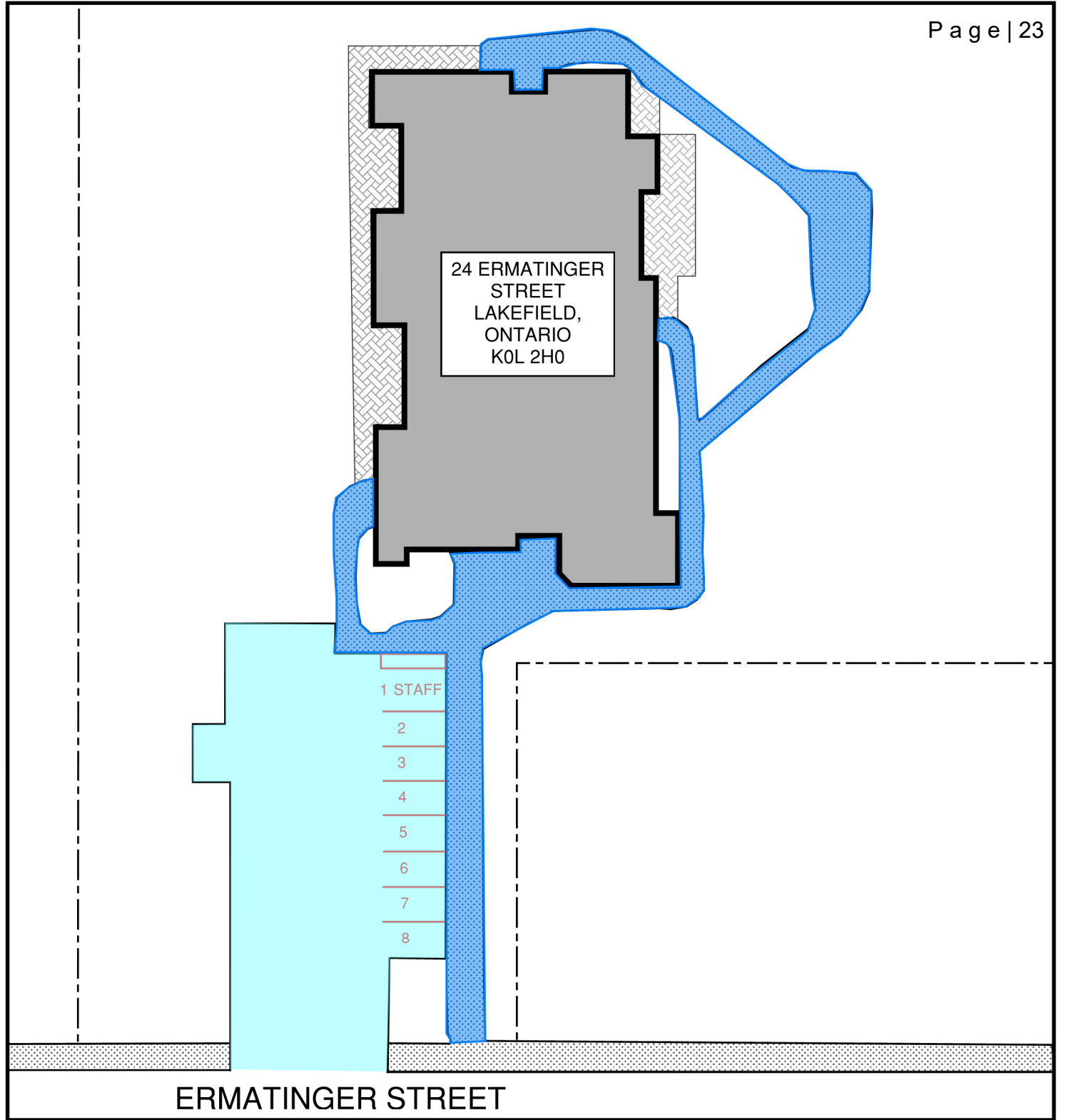
DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 AUGUST 26 2024

DRAWN BY:
 BRENDAN LE

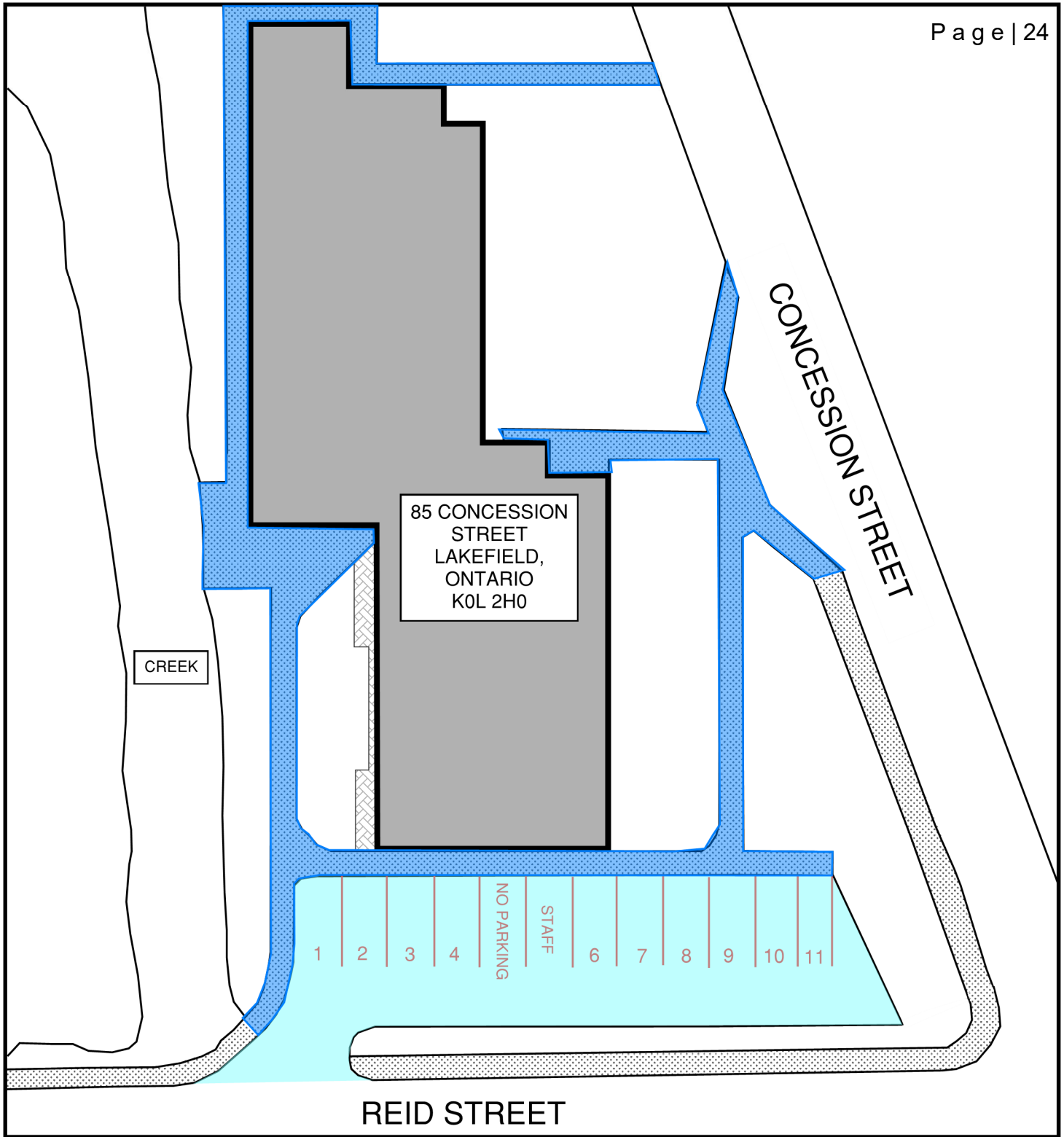
SHEET NO. P101 SCALE: N.T.S.

01 53 SPRING STREET - PARKING PLAN
 P101 N.T.S.



01 24 ERMATINGER STREET - PARKING PLAN
 P101 N.T.S.

LEGEND: SIDEWALK / WALKWAY PATIO SPACE PROPERTY LINE SNOW REMOVAL AREA SNOW PLOW AREA				- DO NOT SCALE THE DRAWING - DRAWING FOR REFERENCE PURPOSES ONLY - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION	DRAWING TITLE: PARKING PLAN
					DATE: AUGUST 26 2024
	02	08/26/2024	SNOW REMOVAL REVISIONS	FACILITY NAME: 24 ERMATINGER STREET LAKEFIELD, ONTARIO K0L 2H0	DRAWN BY: BRENDAN LE
	01	08/02/2024	ISSUED FOR REVIEW		SHEET NO. P101 SCALE: N.T.S.
	REV:	DATE:	DESCRIPTION:		



85 CONCESSION STREET
LAKEFIELD,
ONTARIO
K0L 2H0

CREEK

CONCESSION STREET

1 2 3 4 NO PARKING STAFF 6 7 8 9 10 11


REID STREET

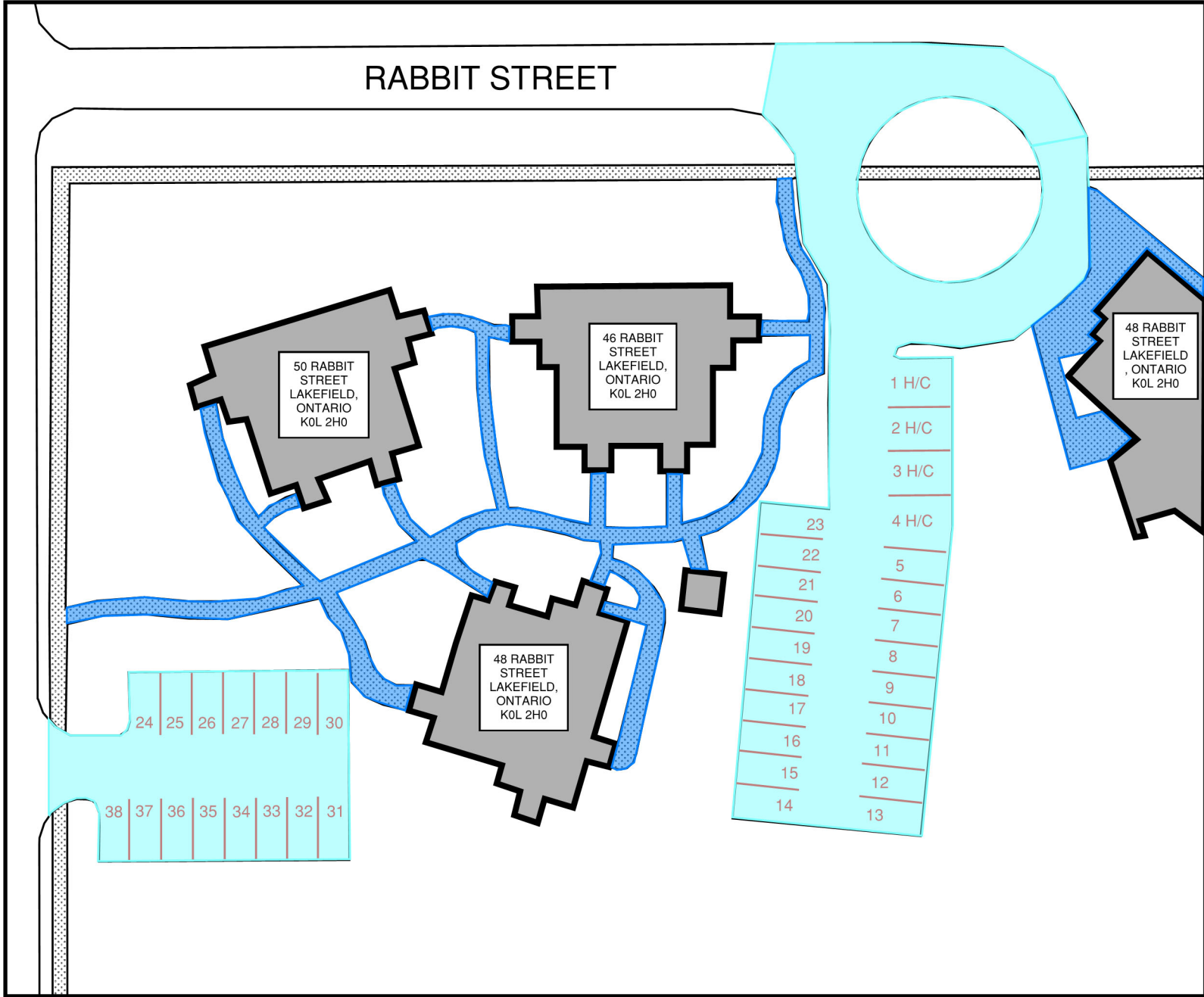
01
P101

85 CONCESSION STREET - PARKING PLAN - SNOW REMOVAL

N.T.S.

LEGEND: SIDEWALK / WALKWAY PATIO SPACE FENCE / PARTITION SNOW REMOVAL AREA SNOW PLOW AREA				- DO NOT SCALE THE DRAWING - DRAWING FOR REFERENCE PURPOSES ONLY - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION	DRAWING TITLE: PARKING PLAN - SNOW REMOVAL
					DATE: AUGUST 26 2024
					DRAWN BY: BRENDAN LE
					SHEET NO. P101 SCALE: N.T.S.
	02 08/26/2024 SNOW REMOVAL REVISIONS 01 08/02/2024 ISSUED FOR REVIEW	FACILITY NAME: 85 CONCESSION STREET LAKEFIELD, ONTARIO K0L 2H0			
	REV: DATE: DESCRIPTION:				

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 40, 46, 48, 50 RABBIT STREET
 LAKEFIELD, ONTARIO
 K0L 2H0








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

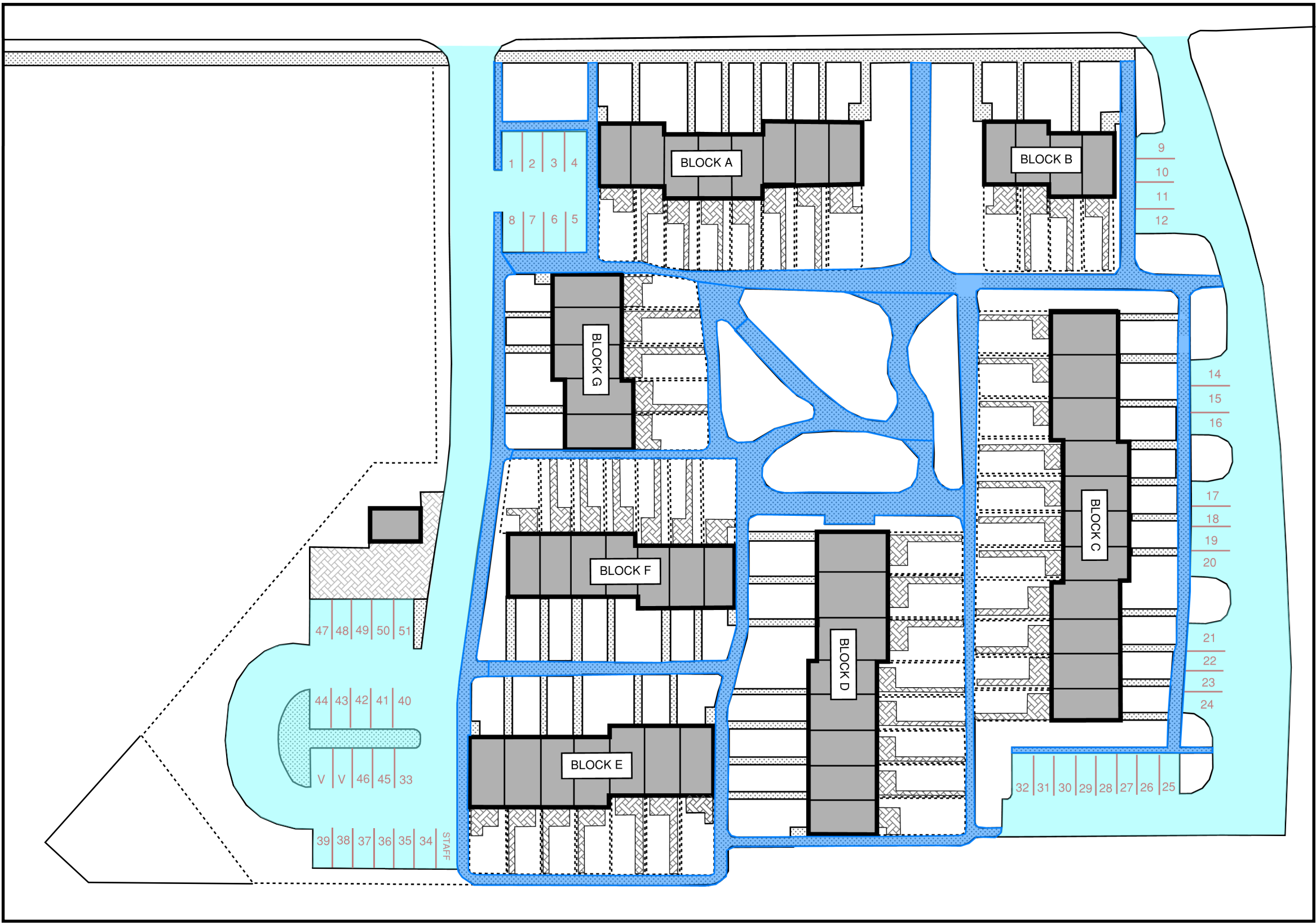
DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 40, 46, 48, 50 RABBIT STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 665 CRAWFORD STREET
 PETERBOROUGH, ONTARIO
 K9J 5T2








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

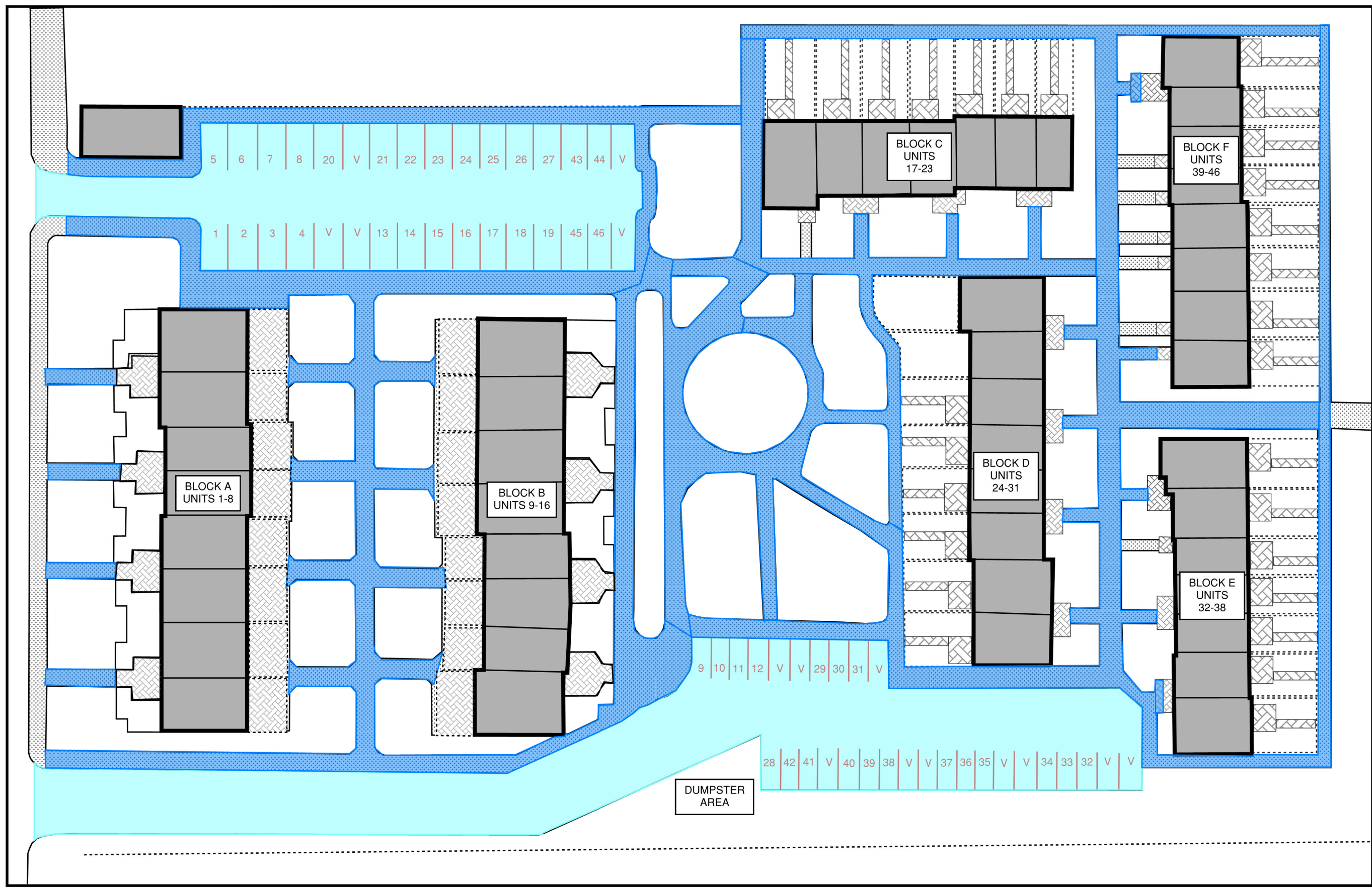
DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 665 CRAWFORD STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 835 CAMERON STREET
 PETERBOROUGH, ONTARIO
 K9J 8K2

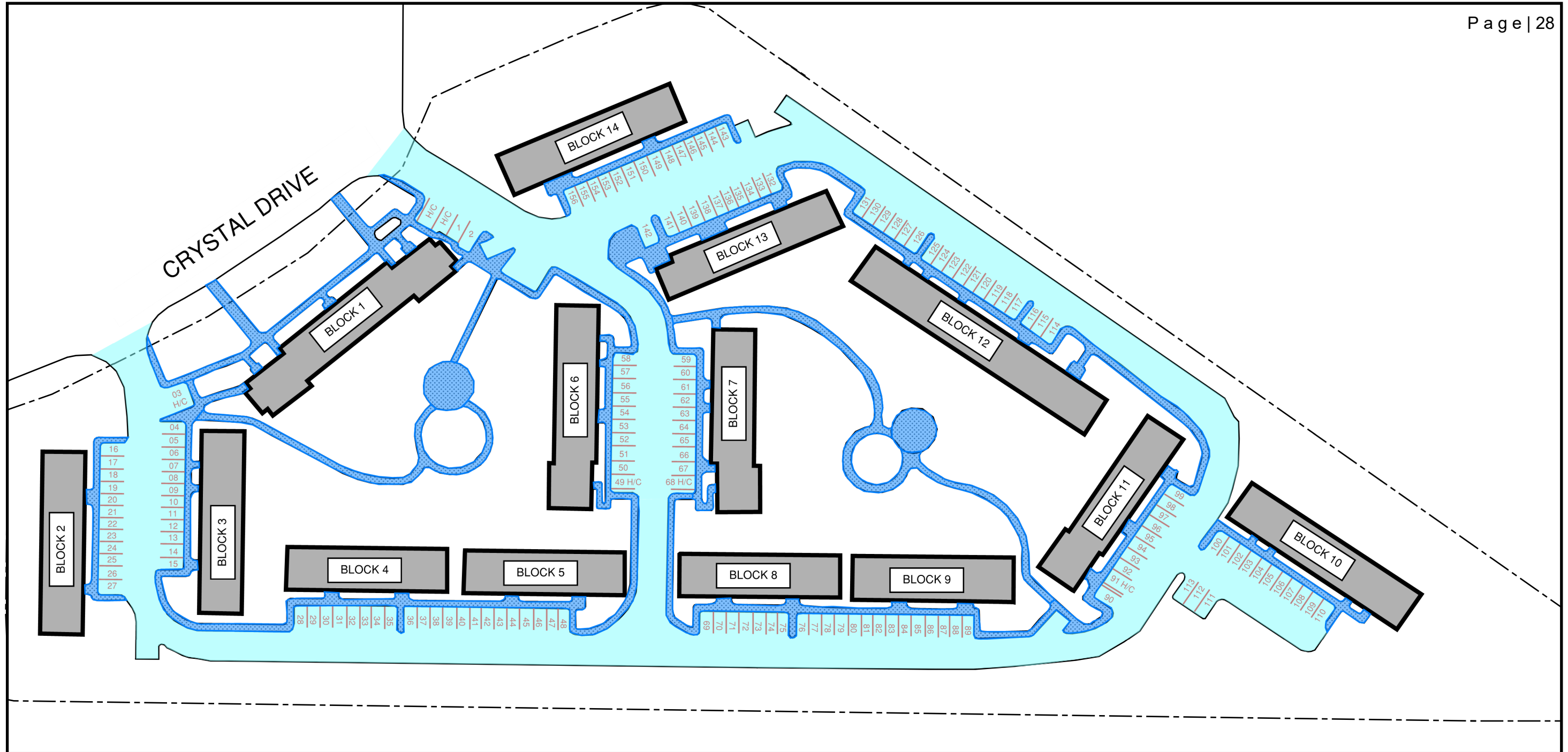
DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 835 CAMERON STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.



01 572 CRYSTAL DRIVE - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

LEGEND:

	SIDEWALK / WALKWAY		LANDSCAPING
	PATIO SPACE		SNOW REMOVAL AREA
	FENCE / PARTITION		SNOW FLOW AREA
	ENTRY		

REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



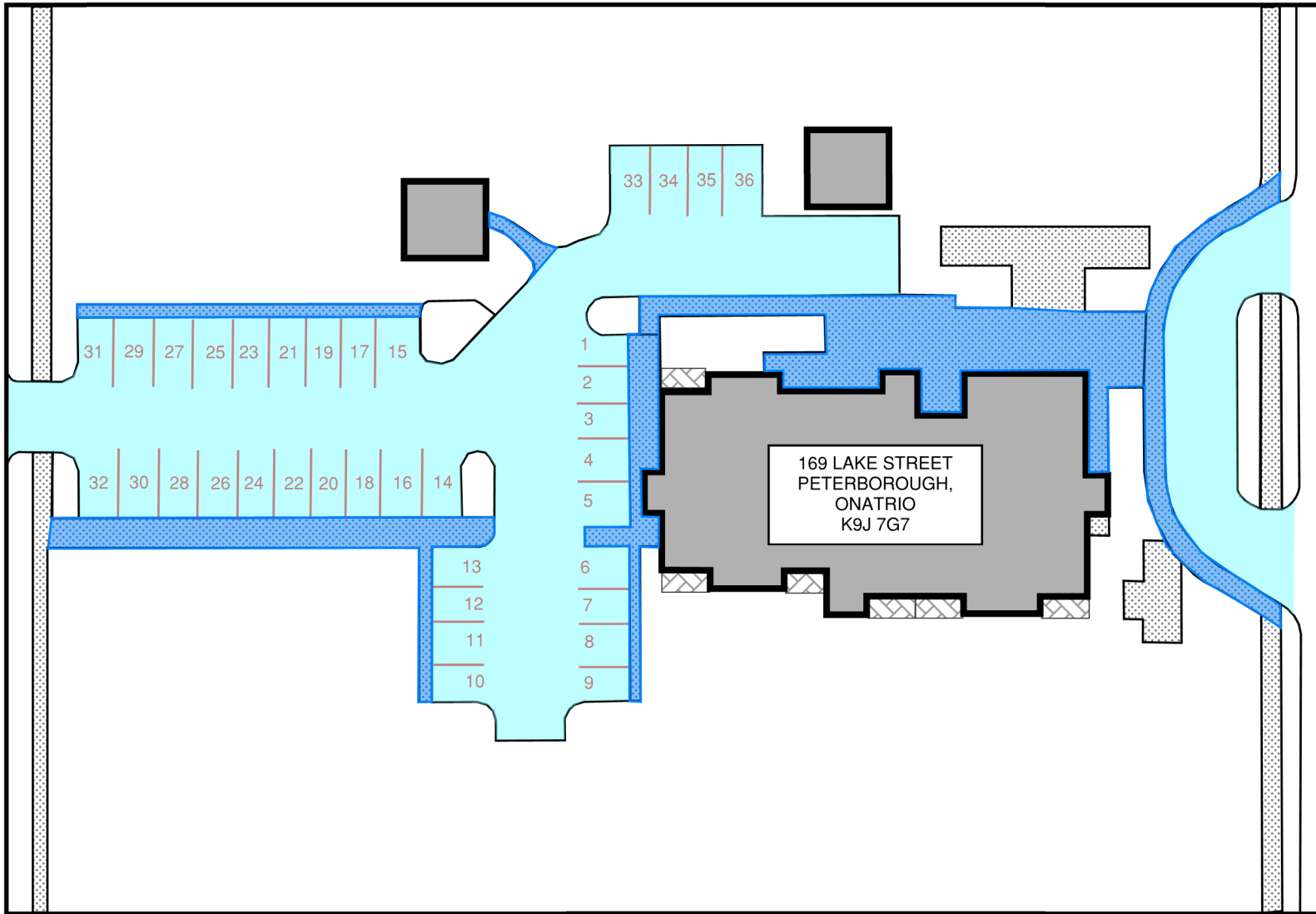
- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME: 572 CRYSTAL DRIVE, PETERBOROUGH, ONTARIO K3J 8H9

DRAWING TITLE: PARKING PLAN - SNOW REMOVAL	
DATE: SEPTEMBER 05 2024	
DRAWN BY: BRENDAN LE	
SHEET NO. P101	SCALE: N.T.S.

LEGEND:

-  SIDEWALK / WALKWAY
-  PATIO SPACE
-  FENCE / PARTITION
-  ENTRY
-  LANDSCAPING
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



169 LAKE STREET
 PETERBOROUGH,
 ONTRIO
 K9J 7G7

REV:	DATE:	DESCRIPTION:
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 169 LAKE STREET
 PETERBOROUGH, ONTRIO
 K9J 7G7







DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

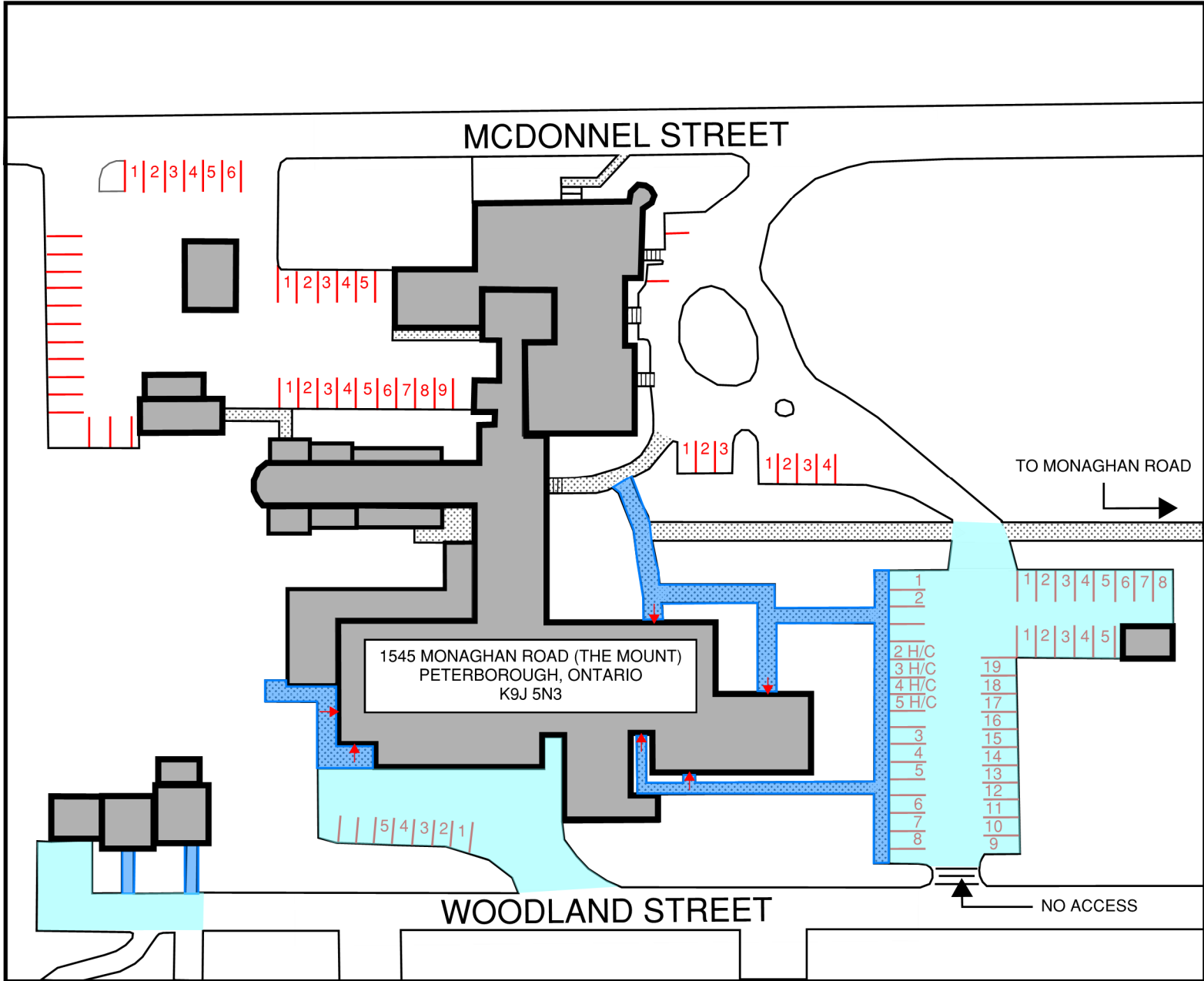
DATE:
 AUGUST 26 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 169 LAKE STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



04	09/06/2024	SNOW REMOVAL REVISIONS
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 1545 MONAGHAN ROAD (THE MOUNT)
 PETERBOROUGH, ONTARIO
 K9J 5N3
 &
 680 WOODLAND STREET
 PETERBOROUGH, ONTARIO
 K9J 4Y9








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

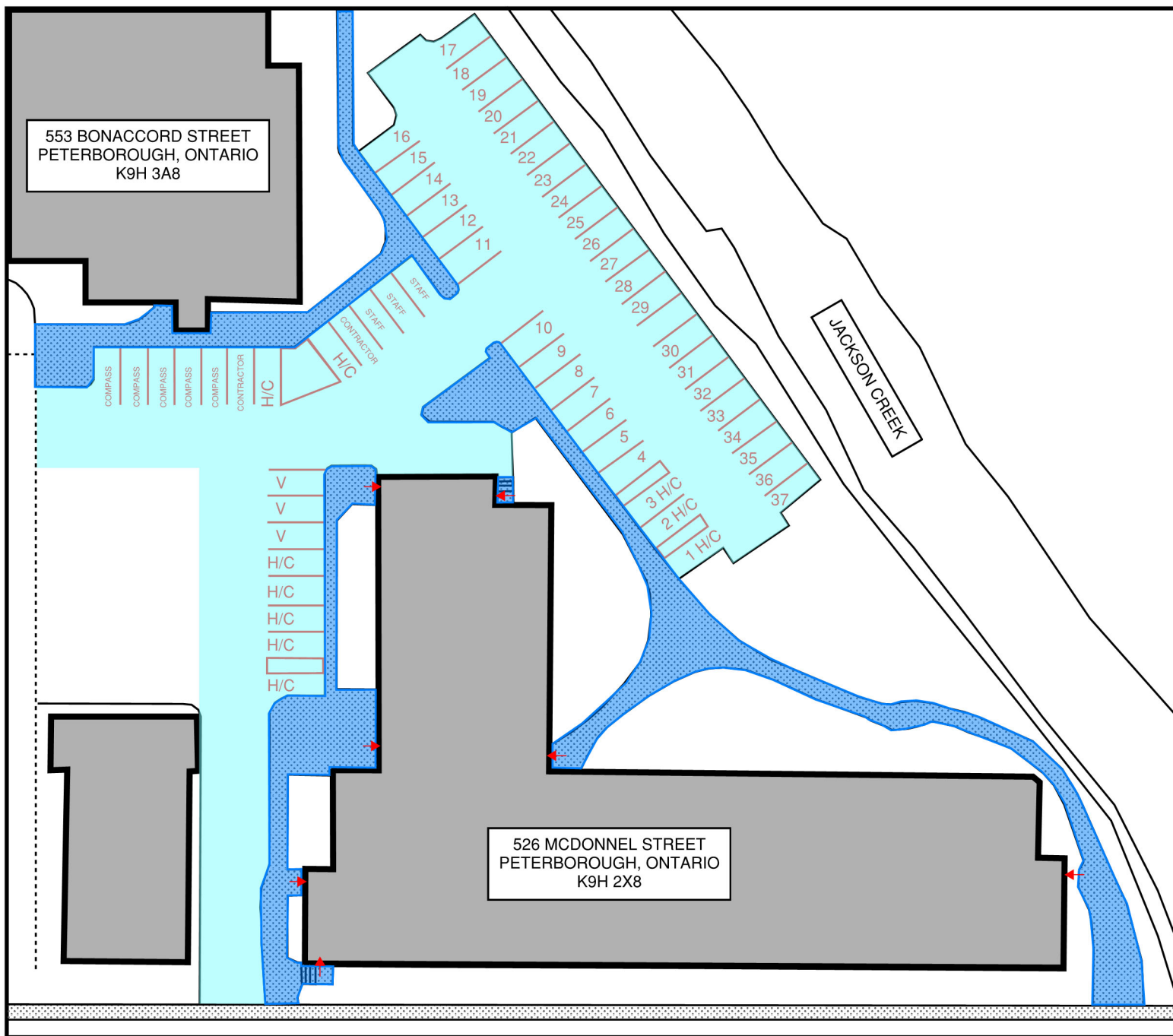
DATE:
 SEPTEMBER 06 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 1545 MONAGHAN ROAD & 680 WOODLAND STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



03	09/04/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 526 MCDONNELL STREET
 PETERBOROUGH, ONTARIO
 K9H 2X8

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL






DATE:
 SEPTEMBER 04 2024

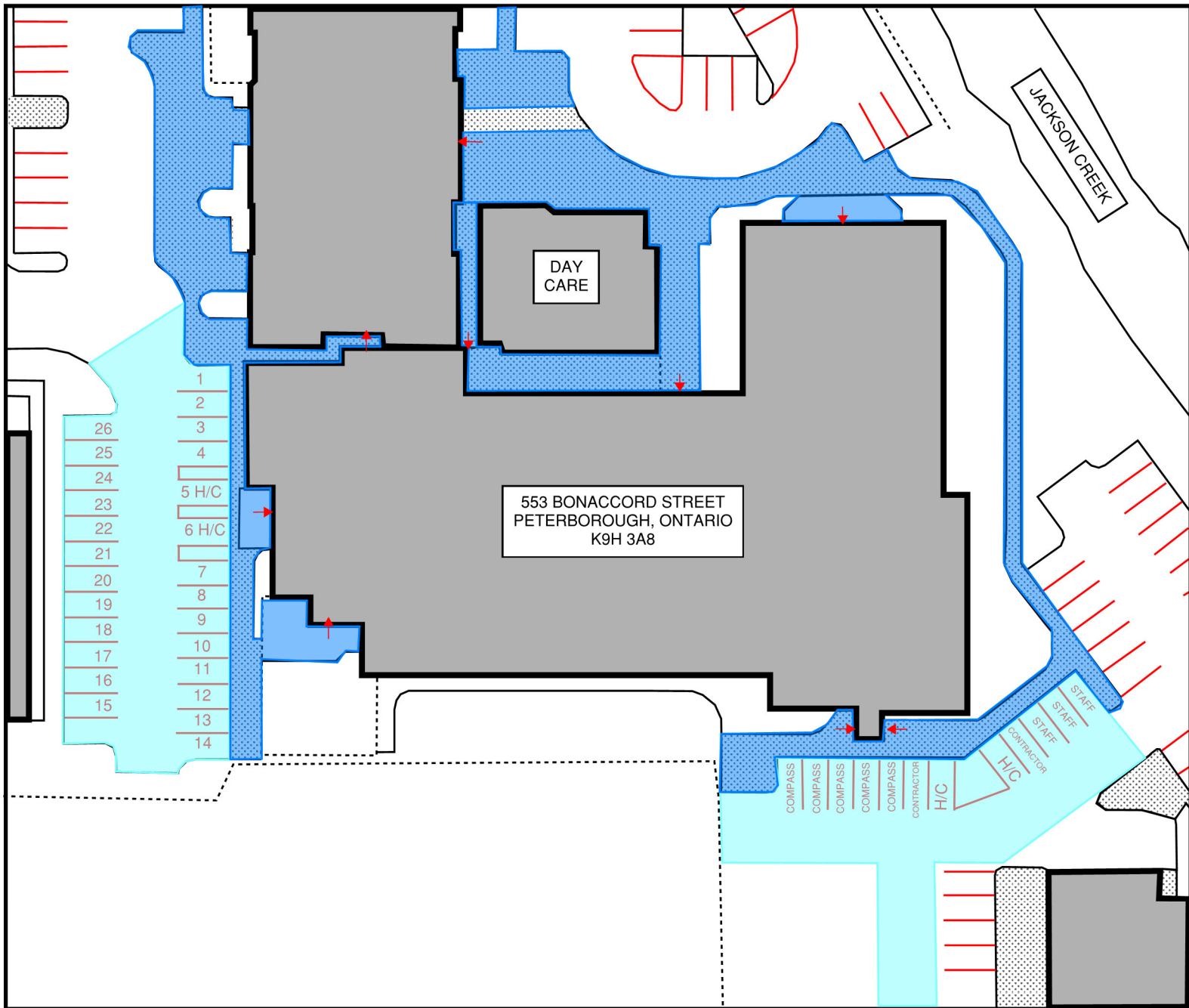
DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 526 MCDONNELL STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

LEGEND:

-  SIDEWALK / WALKWAY
-  FENCE / PARTITION
-  ENTRY
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



REV:	DATE:	DESCRIPTION:
03	09/04/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 553 BONACCORD STREET
 PETERBOROUGH, ONTARIO
 K9H 3A8

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL






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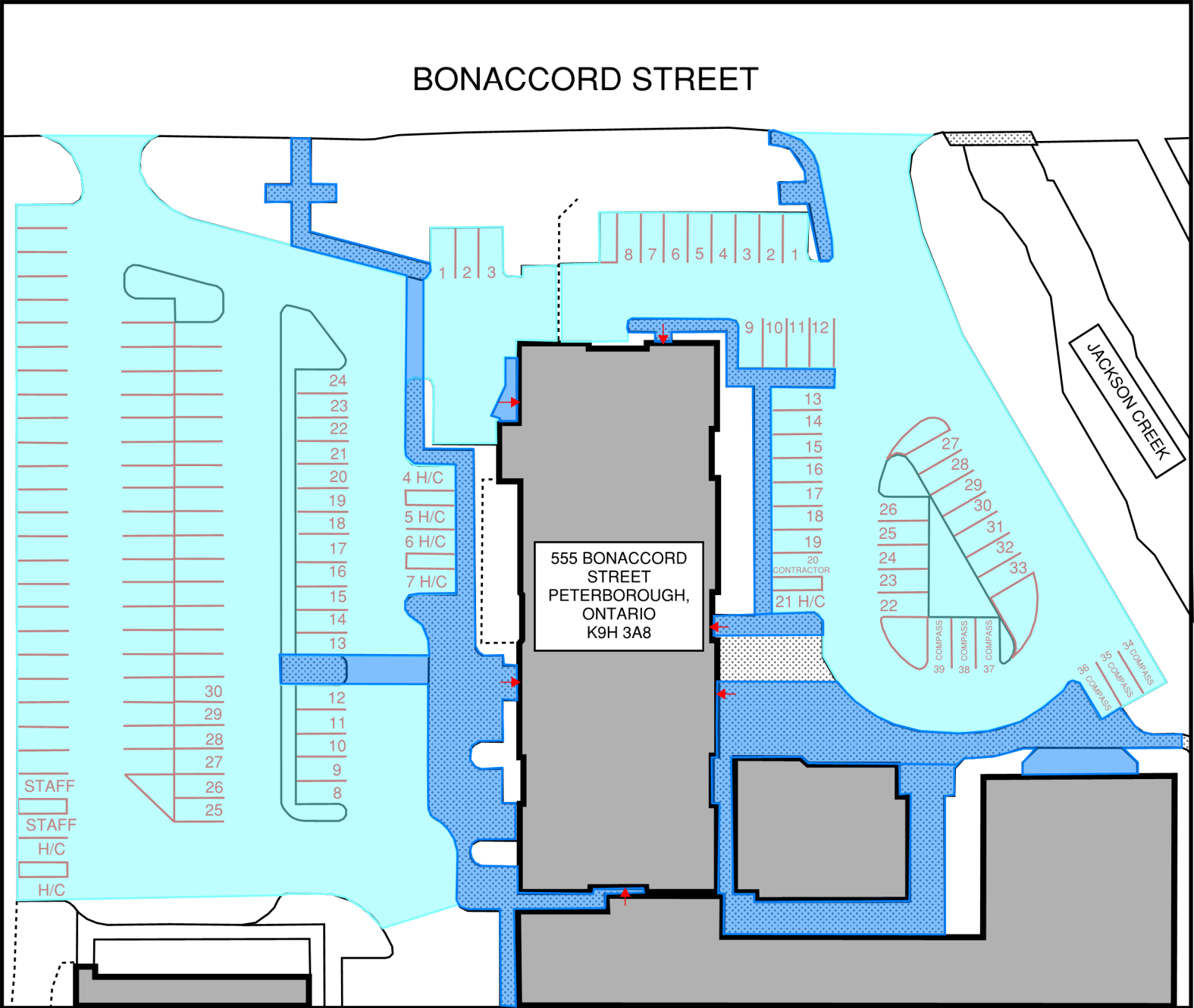
DRAWN BY: BRENDAN LE

SHEET NO. P101-02 SCALE: N.T.S.

02
 P101

553 BONACCORD STREET - PARKING PLAN - SNOW REMOVAL
 N.T.S.

-  SIDEWALK / WALKWAY
-  FENCE / PARTITION
-  ENTRY
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



REV:	DATE:	DESCRIPTION:
03	09/04/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 555 BONACCORD STREET
 PETERBOROUGH, ONTARIO
 K9H 3A8

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL








DATE:
 SEPTEMBER 04 2024

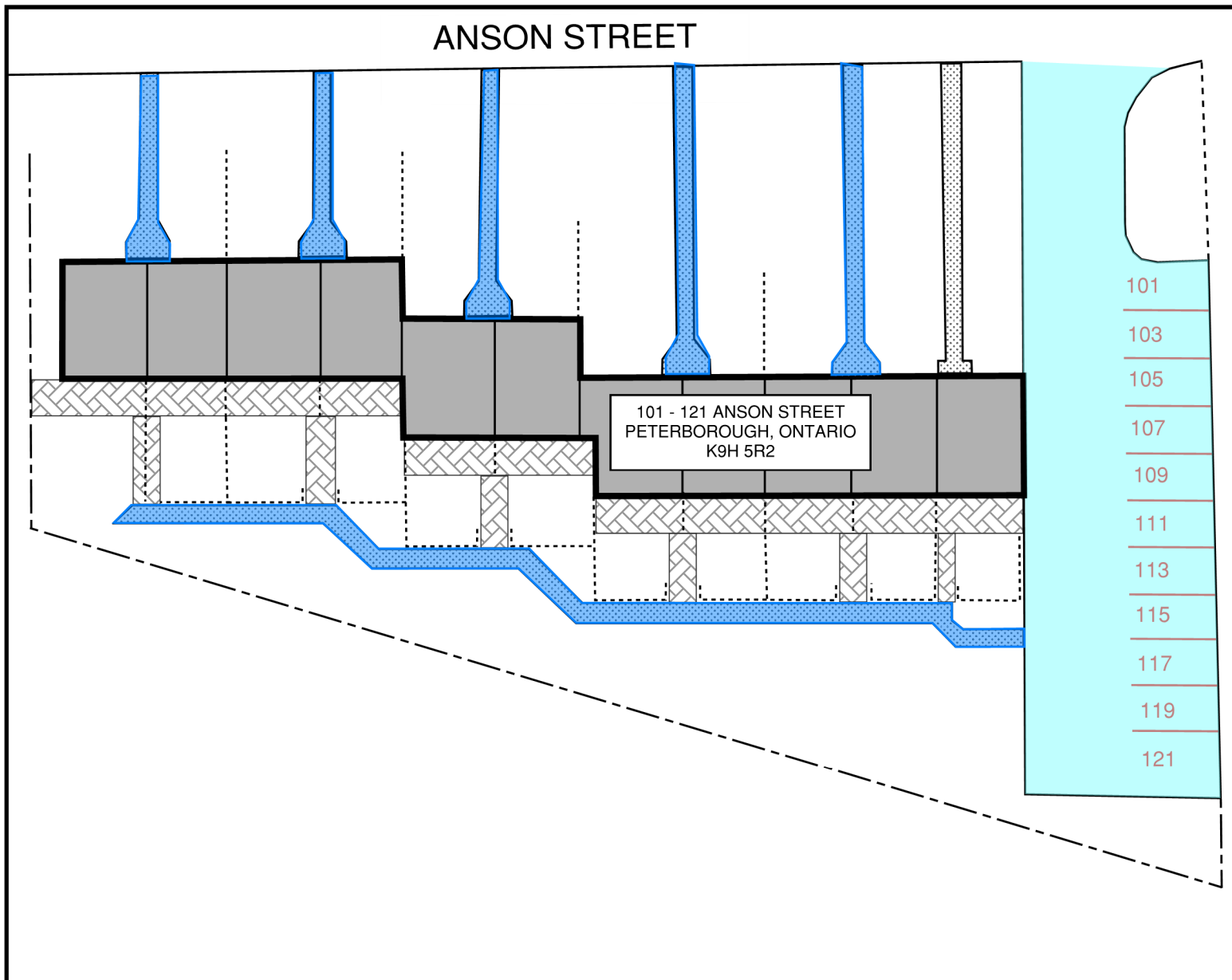
DRAWN BY:
 BRENDAN LE

SHEET NO. P101-03 SCALE: N.T.S.

03
 P101

555 BONACCORD STREET - PARKING PLAN - SNOW REMOVAL
 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



03	09/04/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



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FACILITY NAME:
 101 - 121 ANSON STREET
 PETERBOROUGH, ONTARIO
 K9H 5R2

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

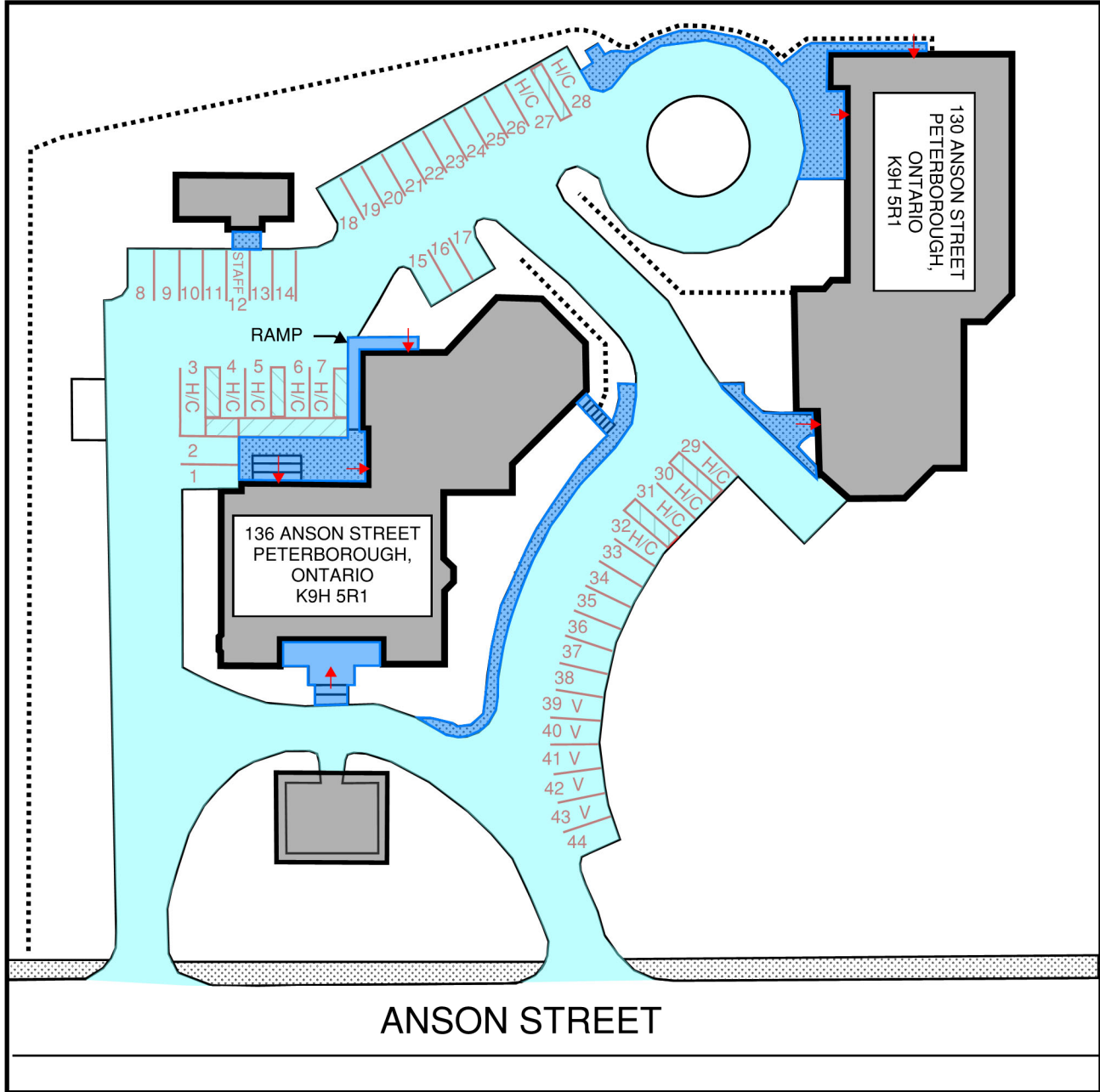
DATE:
 SEPTEMBER 04 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01
 P101

101 - 121 ANSON STREET - PARKING PLAN - SNOW REMOVAL
 N.T.S.



- LEGEND:
- SIDEWALK / WALKWAY
 - PATIO SPACE
 - FENCE / PARTITION
 - ENTRY
 - LANDSCAPING
 - SNOW REMOVAL AREA
 - SNOW PLOW AREA

03	09/04/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 130 & 136 ANSON STREET
 PETERBOROUGH, ONTARIO
 K9H 5R1

DRAWING TITLE:
 PARKING PLAN SNOW REMOVAL

DATE:
 SEPTEMBER 04 2024

DRAWN BY:
 BRENDAN LE








SHEET NO. P101 SCALE: N.T.S.

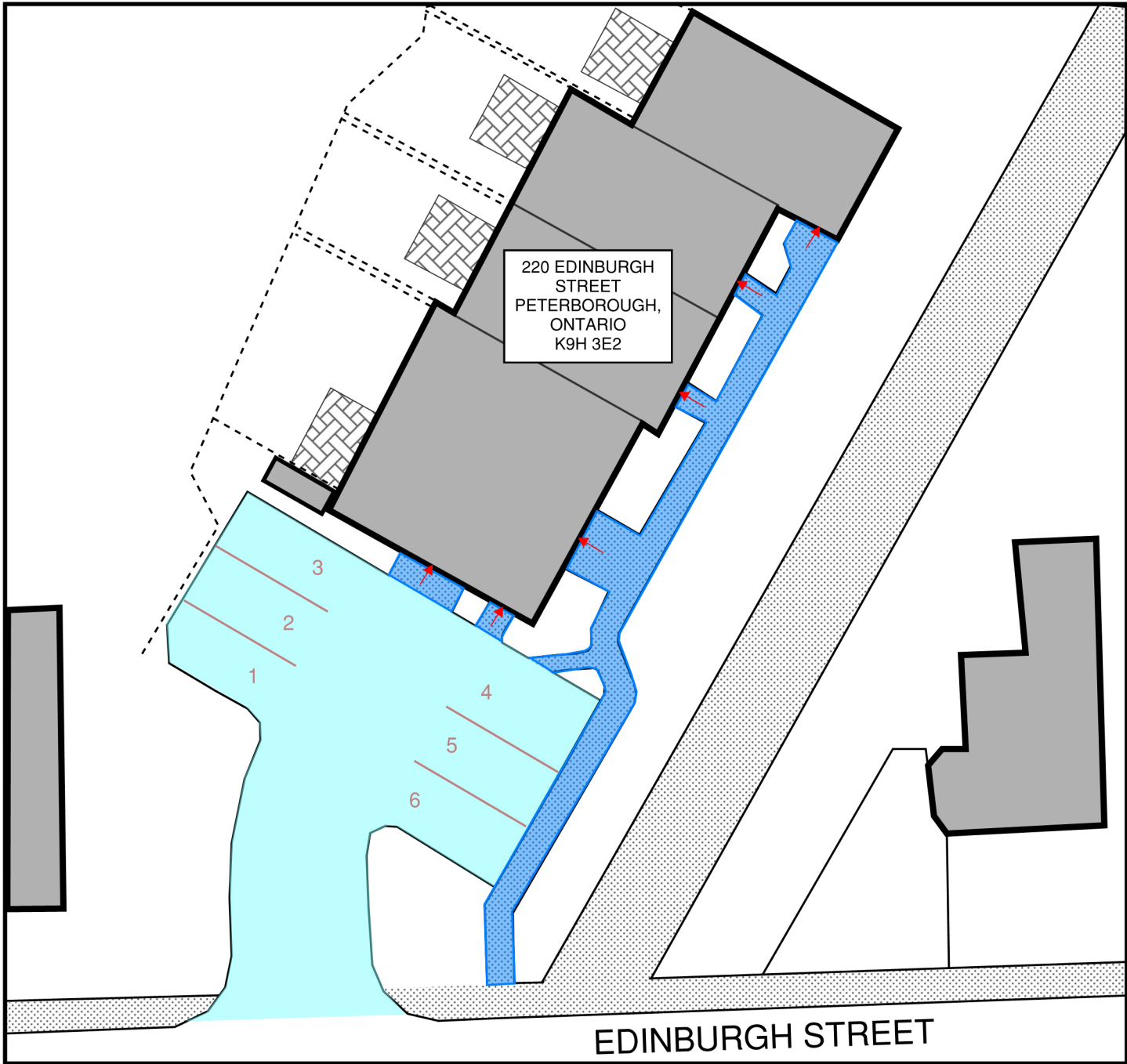
01
 P101

130 & 136 ANSON STREET - PARKING PLAN - SNOW REMOVAL

N.T.S.

LEGEND:

-  SIDEWALK / WALKWAY
-  PATIO SPACE
-  FENCE / PARTITION
-  ENTRY
-  LANDSCAPING
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 220 EDINBURGH STREET
 PETERBOROUGH, ONTARIO
 K9H 3E2








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

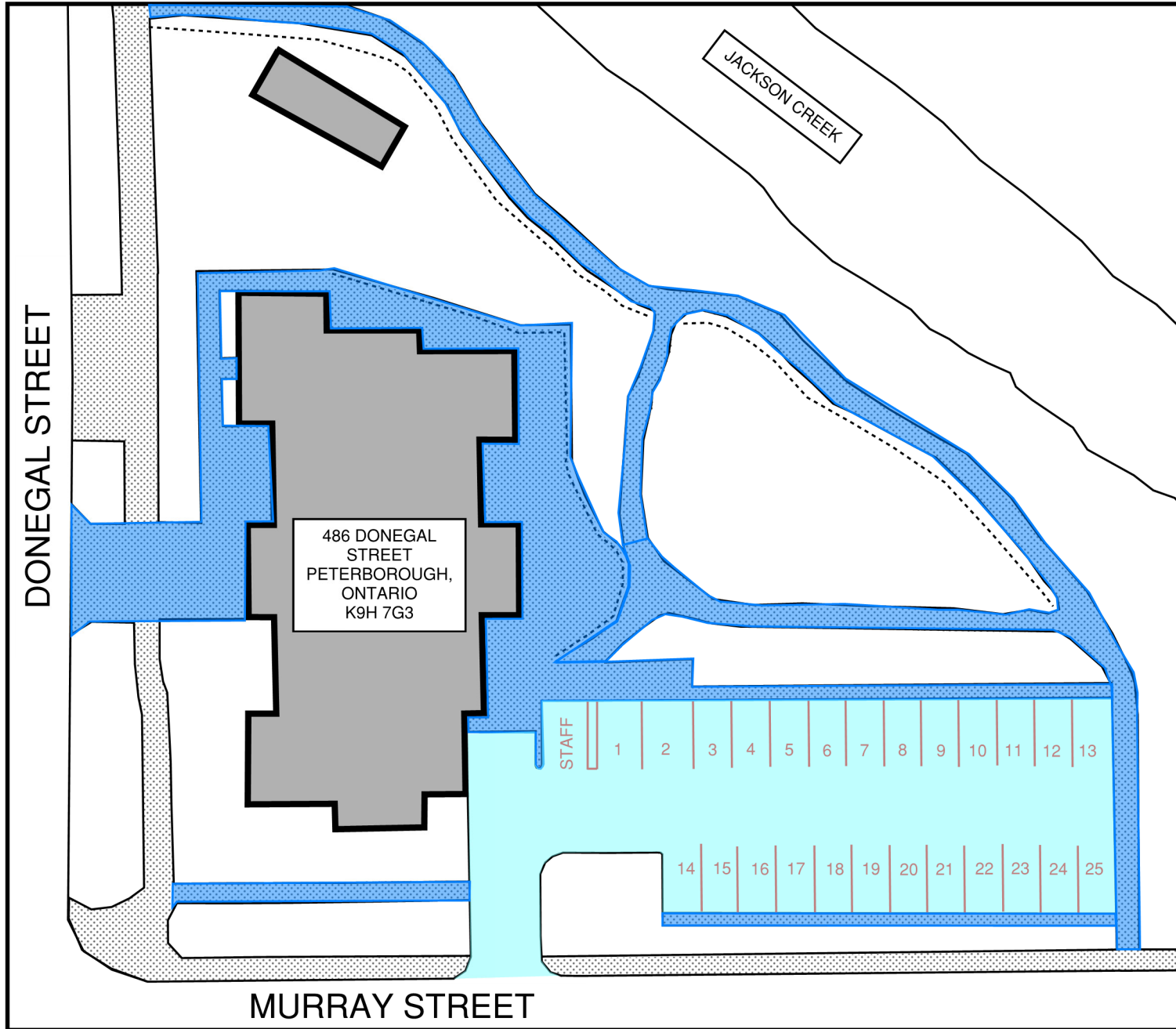
DATE: AUGUST 26 2024

DRAWN BY: BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 P101 220 EDINBURGH STREET - PARKING PLAN - SNOW REMOVAL
 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



03	09/05/2024	SNOW REMOVAL REVISIONS
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01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 486 DONEGAL STREET
 PETERBOROUGH, ONTARIO
 K9H 7G3

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 SEPTEMBER 05 2024

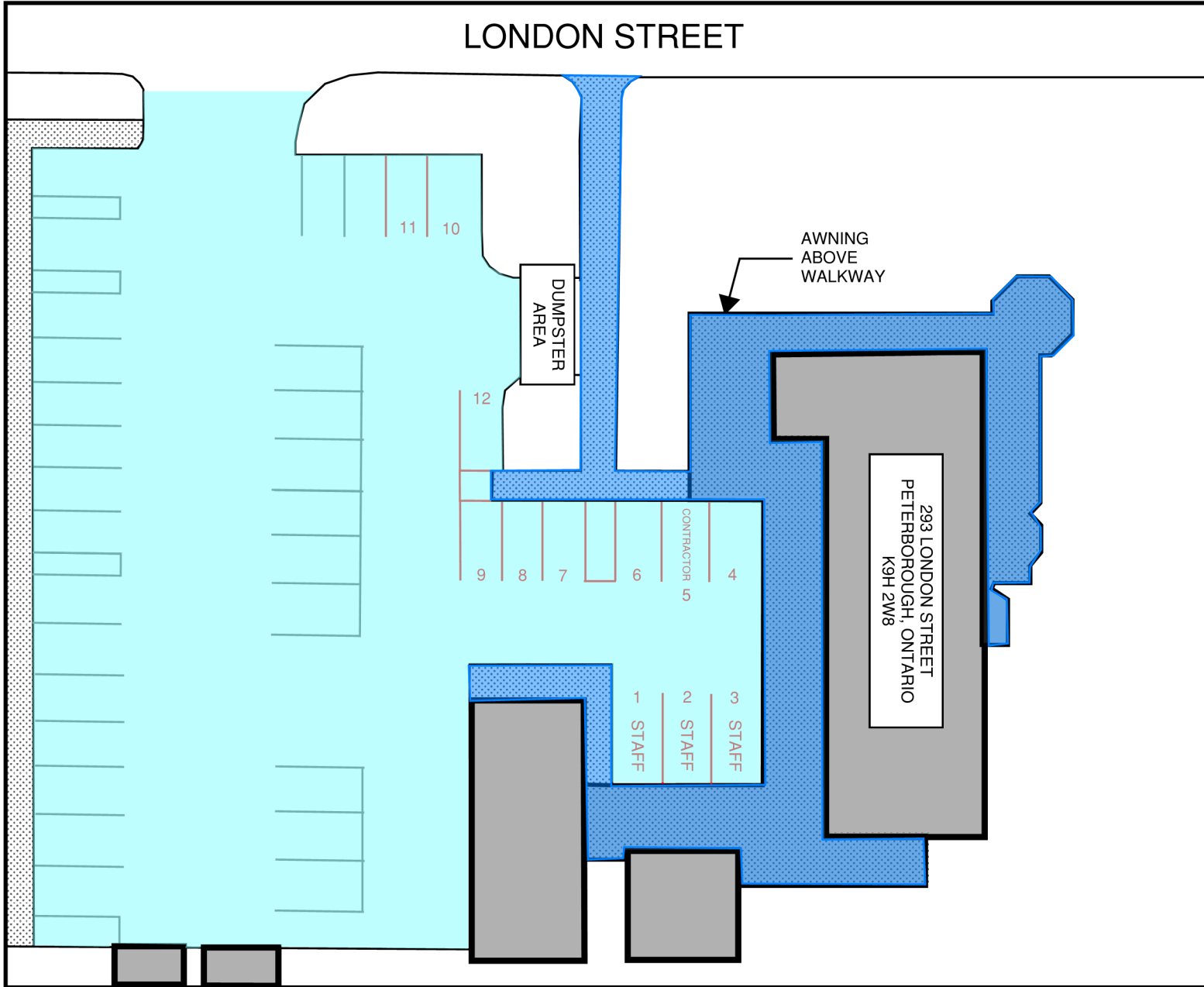
DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 486 DONEGAL STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

LEGEND:

-  SIDEWALK / WALKWAY
-  PATIO SPACE
-  FENCE / PARTITION
-  ENTRY
-  LANDSCAPING
-  SNOW REMOVAL AREA
-  SNOW PLOW AREA



03	09/05/2024	SNOW REMOVAL REVISIONS
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01	08/02/2024	ISSUED FOR REVIEW
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- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 293 LONDON STREET
 PETERBOROUGH, ONTARIO
 K9H 2W8

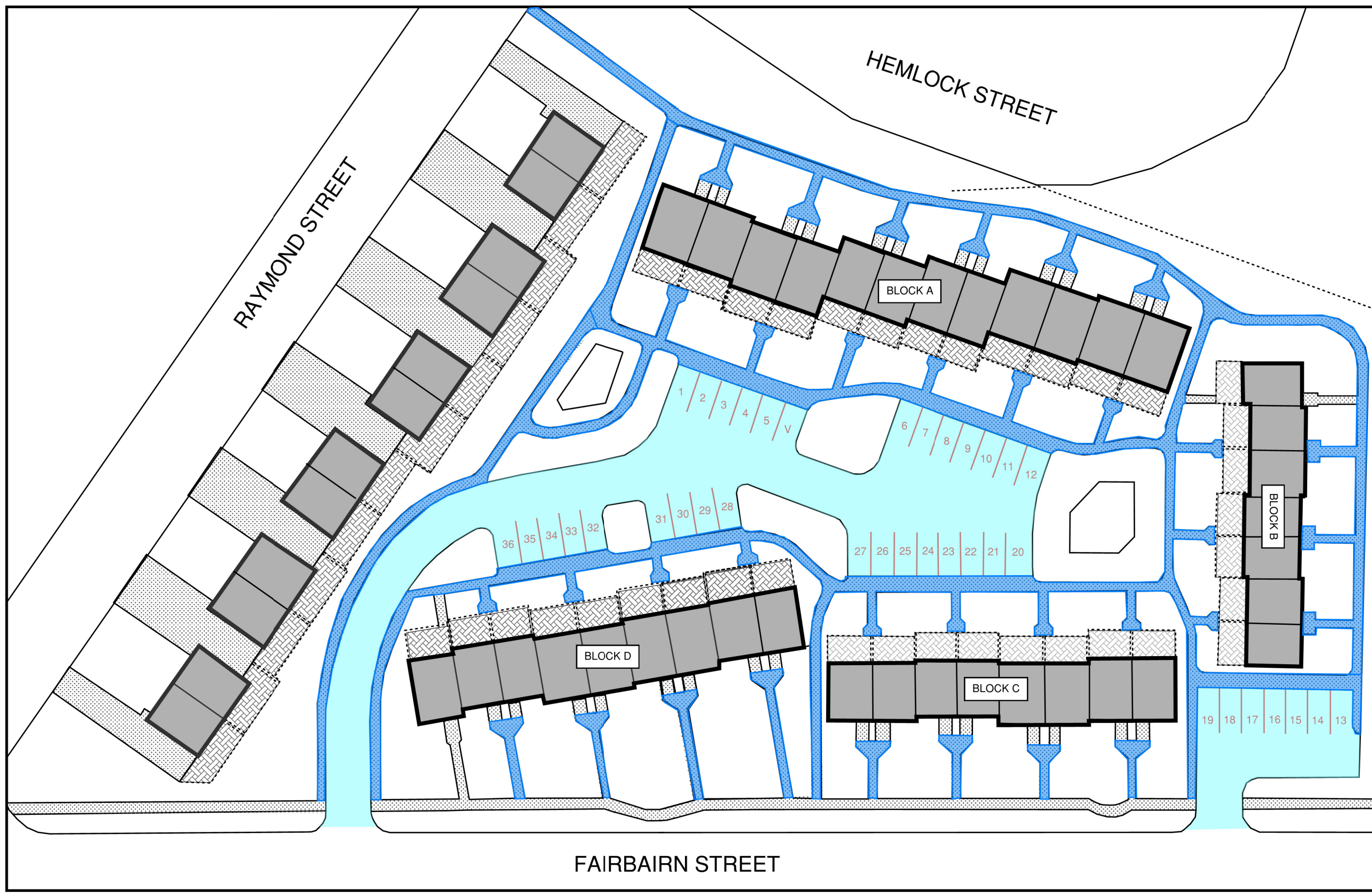
DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 293 LONDON STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.



- LEGEND:
- SIDEWALK / WALKWAY
 - PATIO SPACE
 - FENCE / PARTITION
 - ENTRY
 - LANDSCAPING
 - SNOW REMOVAL AREA
 - SNOW PLOW AREA

REV.	DATE:	DESCRIPTION:
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01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 850 FAIRBAIRN STREET
 PETERBOROUGH, ONTARIO
 K9H 6C1








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

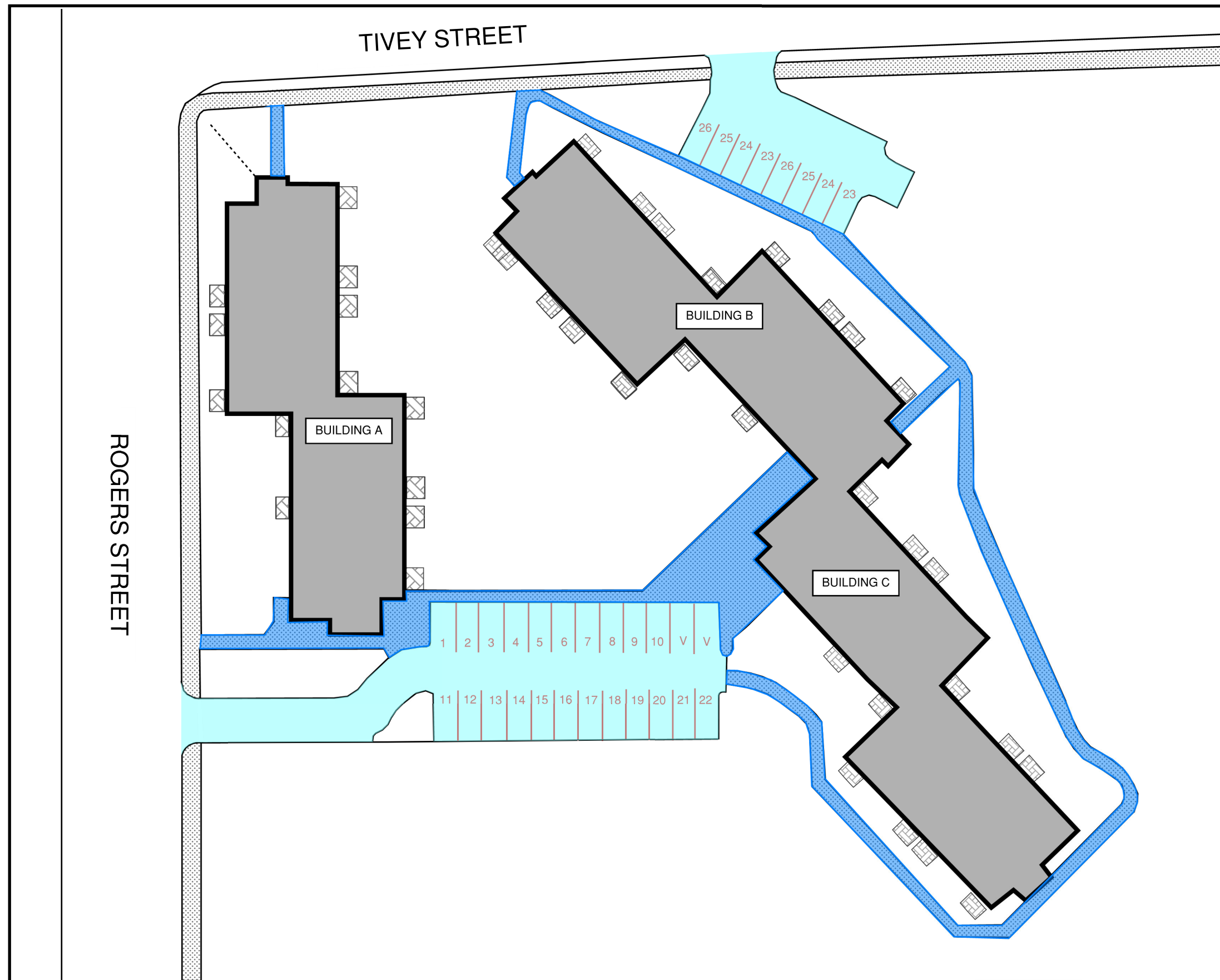
DATE: SEPTEMBER 05 2024

DRAWN BY: BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 850 FAIRBAIRN STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
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01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 611 ROGERS STREET
 PETERBOROUGH, ONTARIO
 K9H 1X7








DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

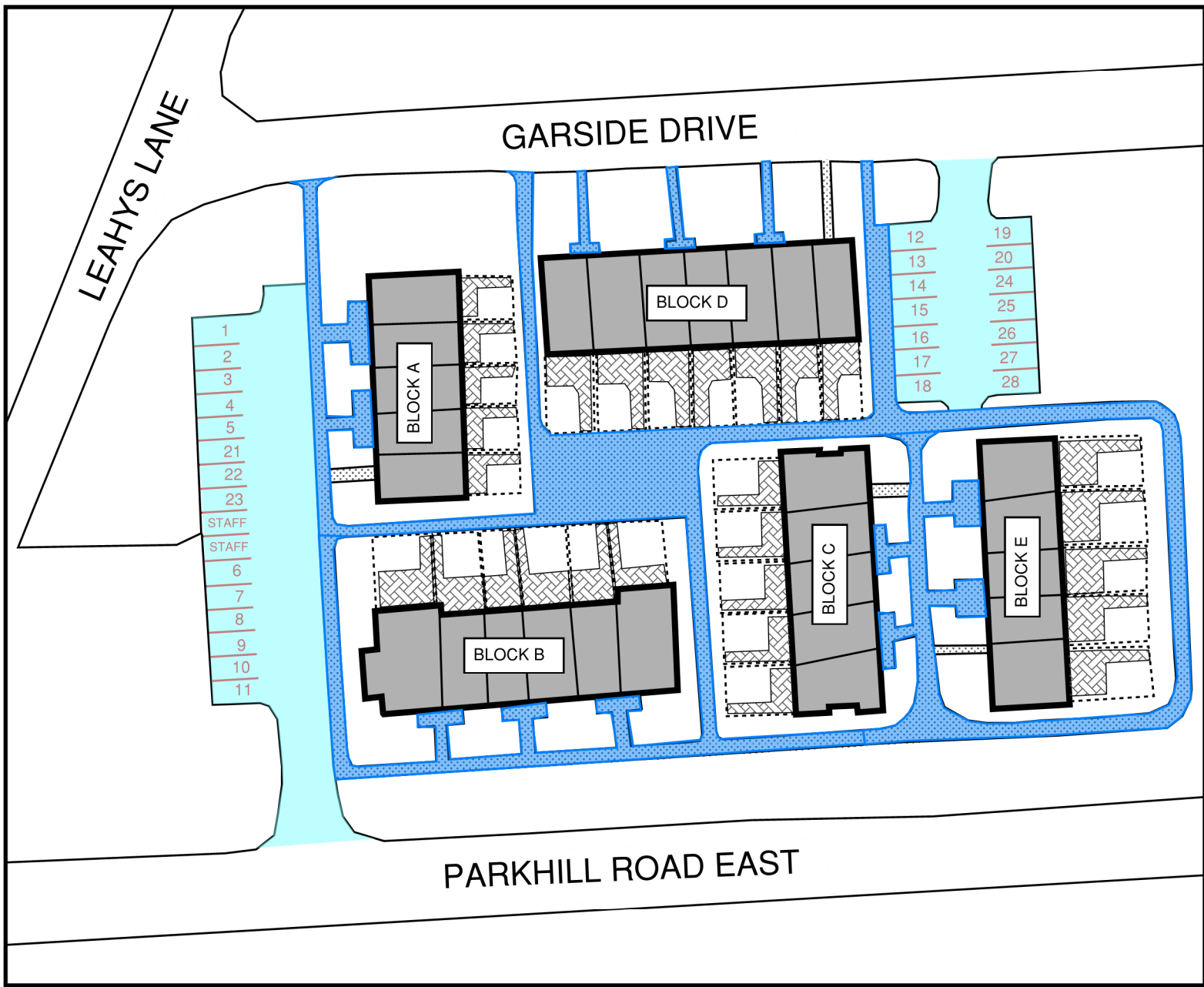
DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 611 ROGERS STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
 -  PATIO SPACE
 -  FENCE / PARTITION
 -  ENTRY
 -  LANDSCAPING
 -  SNOW REMOVAL AREA
 -  SNOW PLOW AREA



03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
 - DRAWING FOR REFERENCE PURPOSES ONLY
 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 290 PARKHILL ROAD EAST
 PETERBOROUGH, ONTARIO
 K9H 1R3







DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

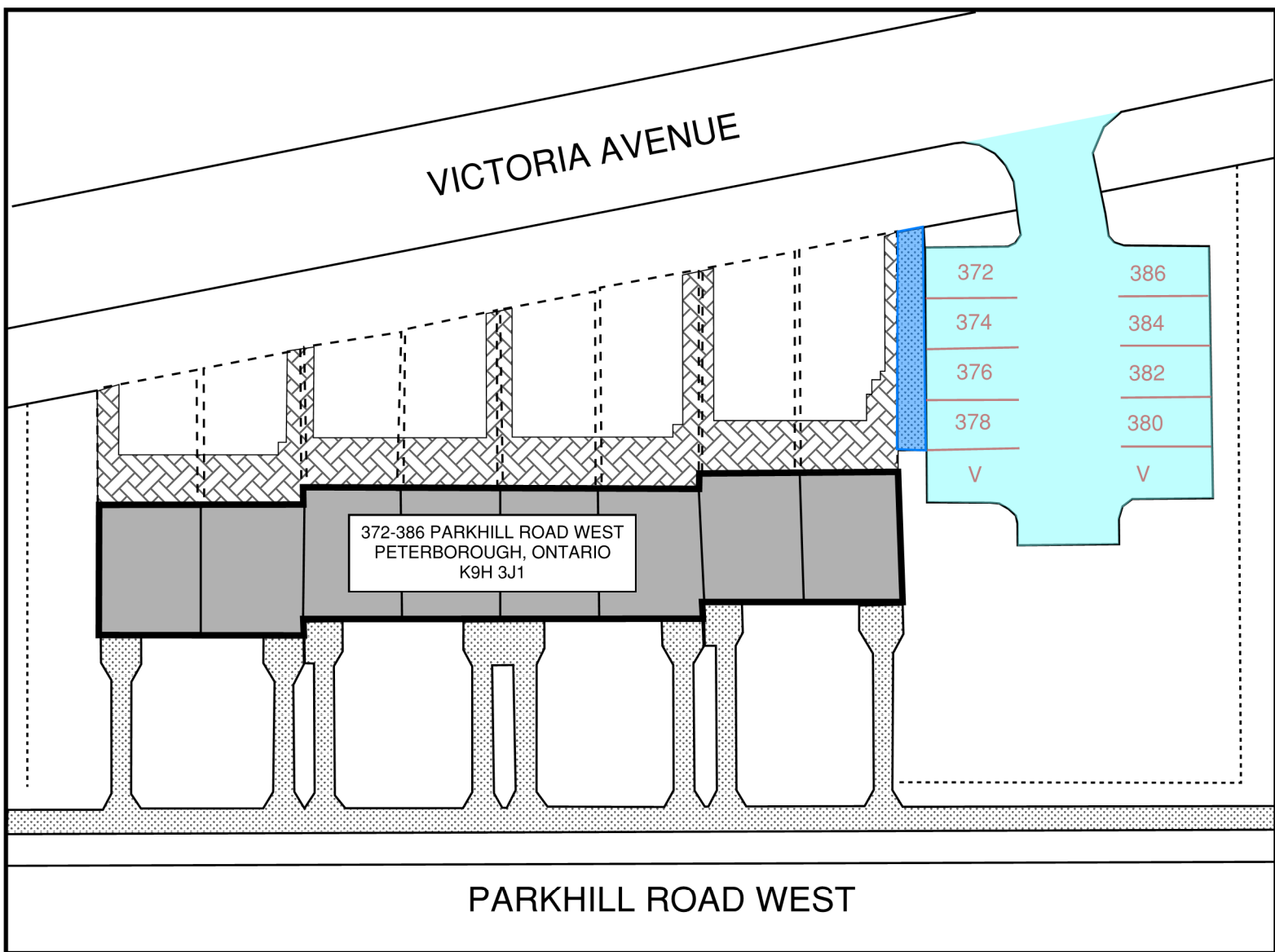
DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 290 PARKHILL ROAD EAST - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
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 -  FENCE / PARTITION
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- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 372-386 PARKHILL ROAD WEST
 PETERBOROUGH, ONTARIO
 K9H 3J1

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 SEPTEMBER 5 2024

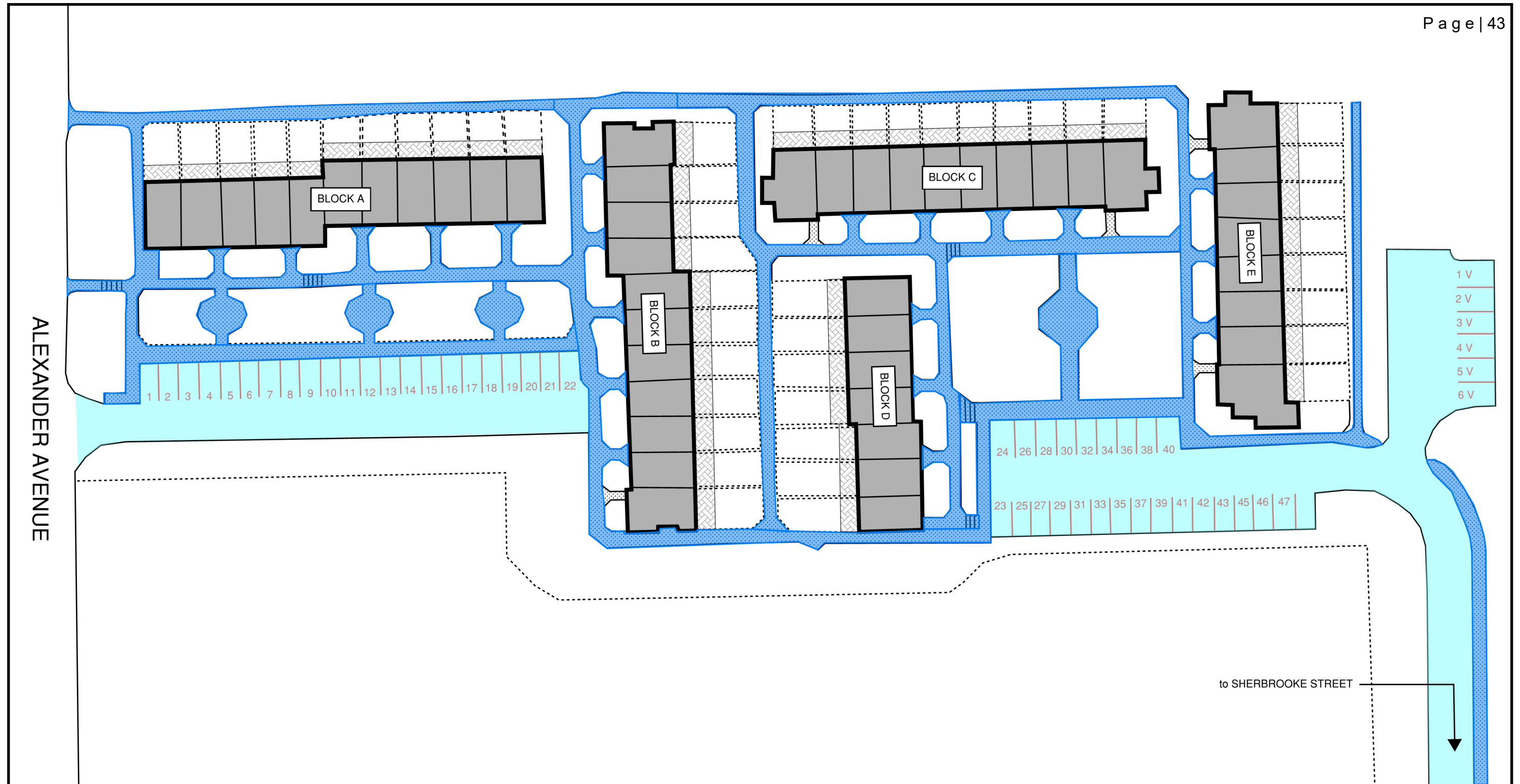
DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01
 P101

372-386 PARKHILL ROAD WEST - PARKING PLAN - SNOW REMOVAL

N.T.S.



01 30 ALEXANDER AVENUE - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

LEGEND:

	SIDEWALK / WALKWAY		LANDSCAPING
	PATIO SPACE		SNOW REMOVAL AREA
	FENCE / PARTITION		SNOW PLOW AREA
	ENTRY		








REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW

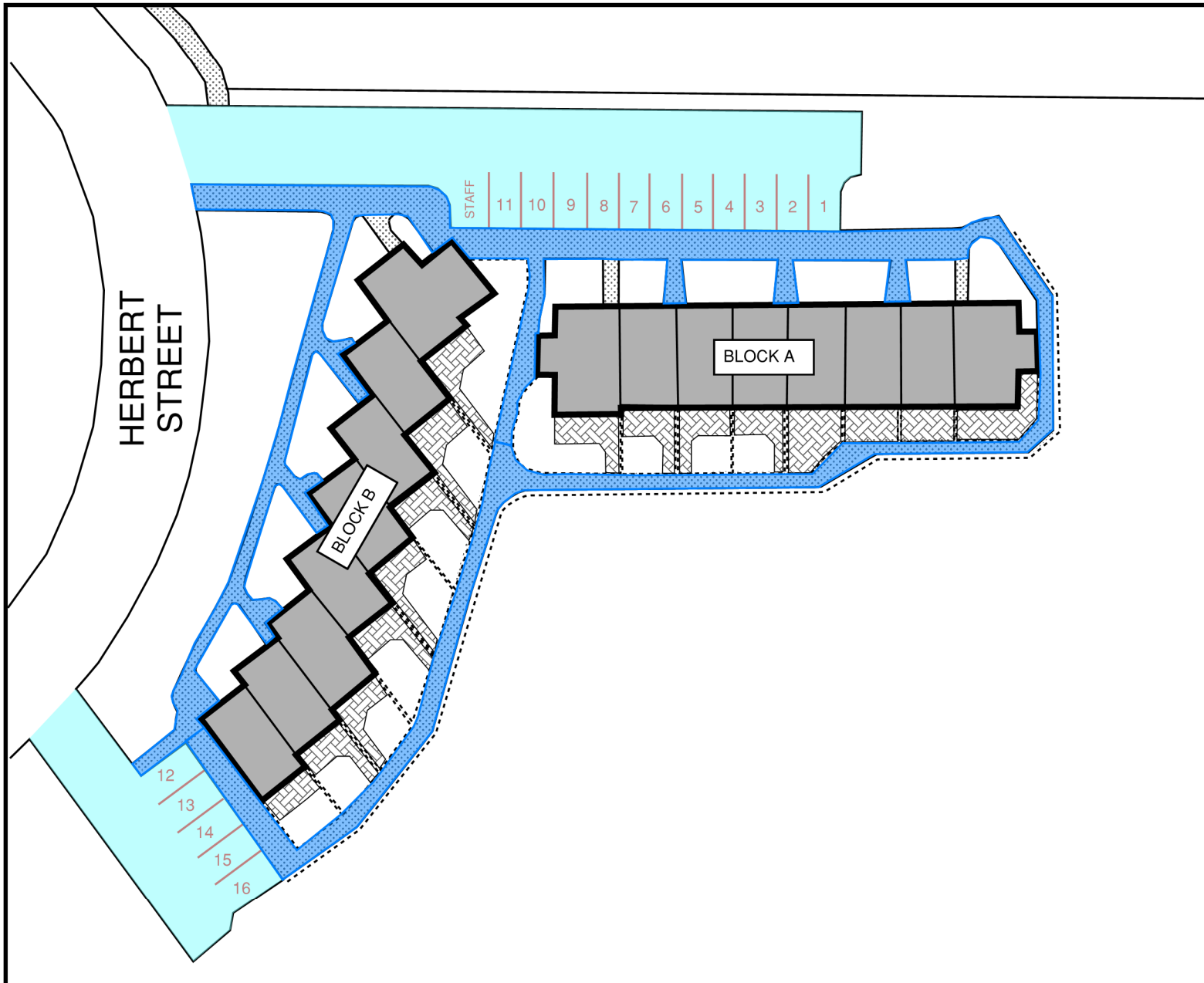


- DO NOT SCALE THE DRAWING
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 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 30 ALEXANDER AVENUE
 PETERBOROUGH, ONTARIO
 K9J 6B4

DRAWING TITLE: PARKING PLAN - SNOW REMOVAL	
DATE: SEPTEMBER 05 2024	
DRAWN BY: BRENDAN LE	
SHEET NO. P101	SCALE: N.T.S.

- LEGEND:
-  SIDEWALK / WALKWAY
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 -  FENCE / PARTITION
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FACILITY NAME:
 117 HERBERT STREET
 PETERBOROUGH, ONTARIO
 K9H 5S2

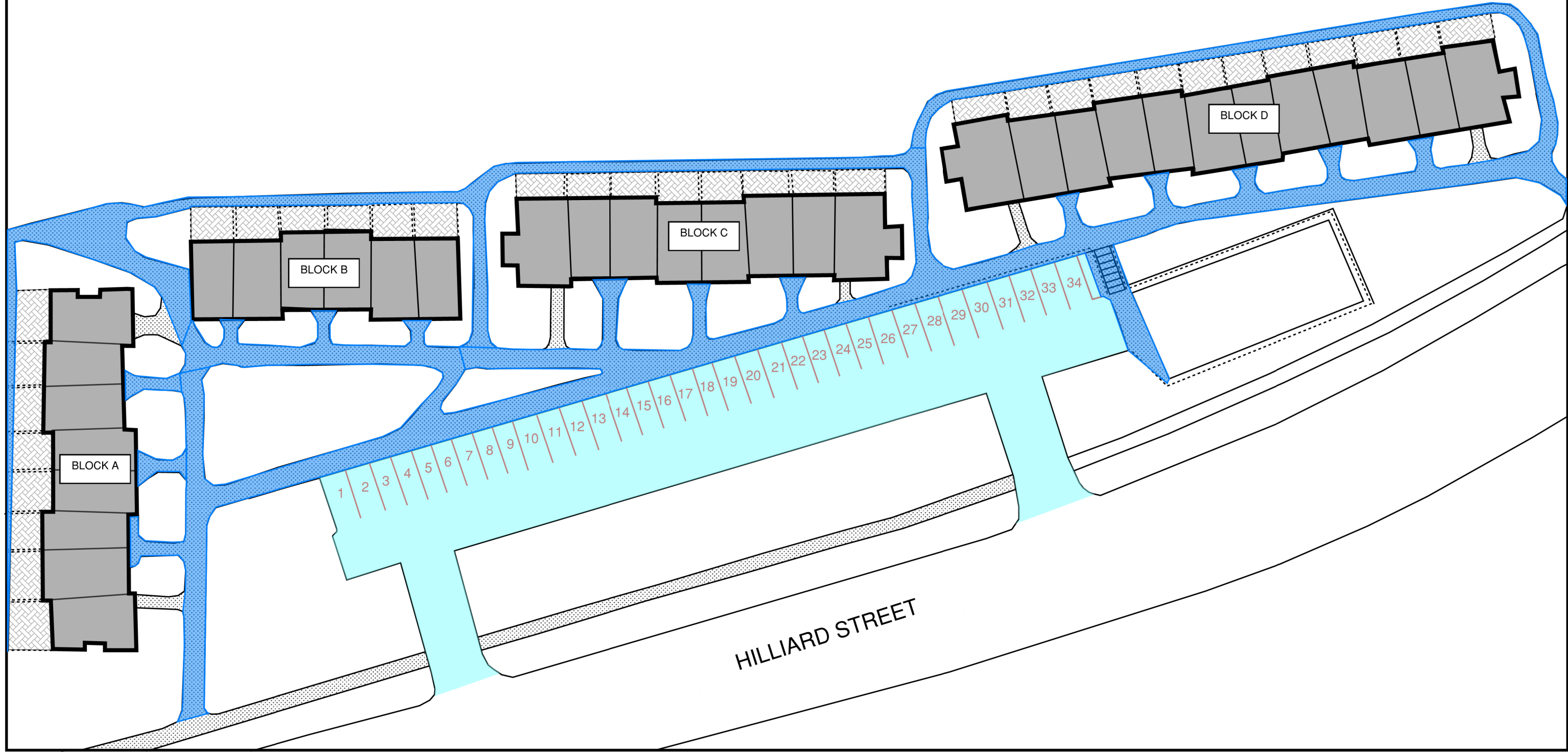
DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 SEPTEMBER 05 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 117 HERBERT STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.



01 999 HILLIARD STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

- LEGEND:
- SIDEWALK / WALKWAY
 - LANDSCAPING
 - PATIO SPACE
 - SNOW REMOVAL AREA
 - FENCE / PARTITION
 - SNOW PLOW AREA
 - ENTRY

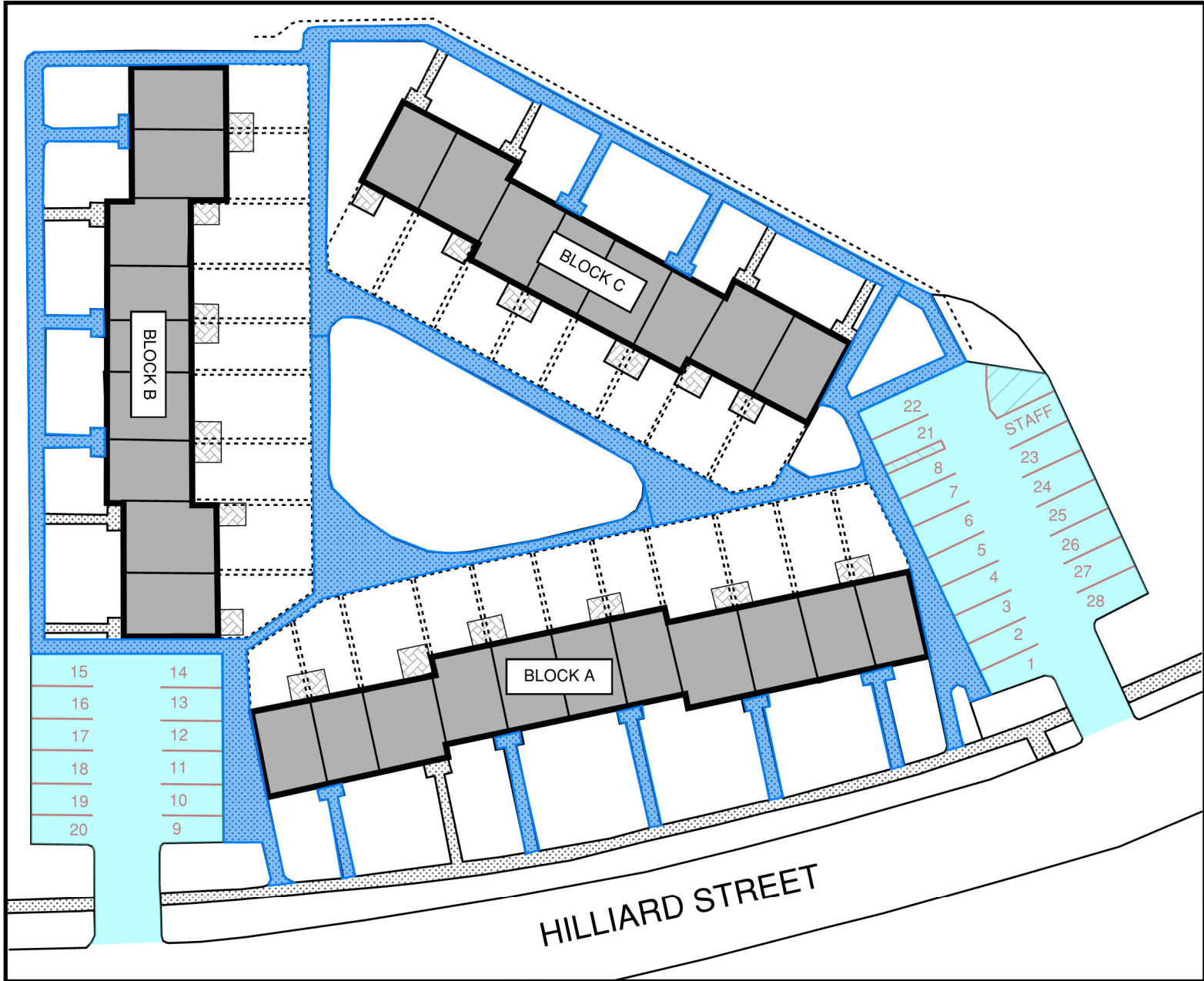
REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



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 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME: 999 HILLIARD STREET
 PETERBOROUGH, ONTARIO
 K9H 5R9

DRAWING TITLE:	PARKING PLAN - SNOW REMOVAL
DATE:	SEPTEMBER 05 2024
DRAWN BY:	BRENDAN LE
SHEET NO. P101	SCALE: N.T.S.



- LEGEND:
- SIDEWALK / WALKWAY
 - PATIO SPACE
 - FENCE / PARTITION
 - ENTRY
 - LANDSCAPING
 - SNOW REMOVAL AREA
 - SNOW PLOW AREA

REV:	DATE:	DESCRIPTION:
03	09/05/2024	SNOW REMOVAL REVISIONS
02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW



- DO NOT SCALE THE DRAWING
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 - CHECK AND VERIFY ALL DIMENSIONS AT THE SITE BEFORE CONSTRUCTION

FACILITY NAME:
 1190 HILLIARD STREET
 PETERBOROUGH, ONTARIO
 K9H 7H9

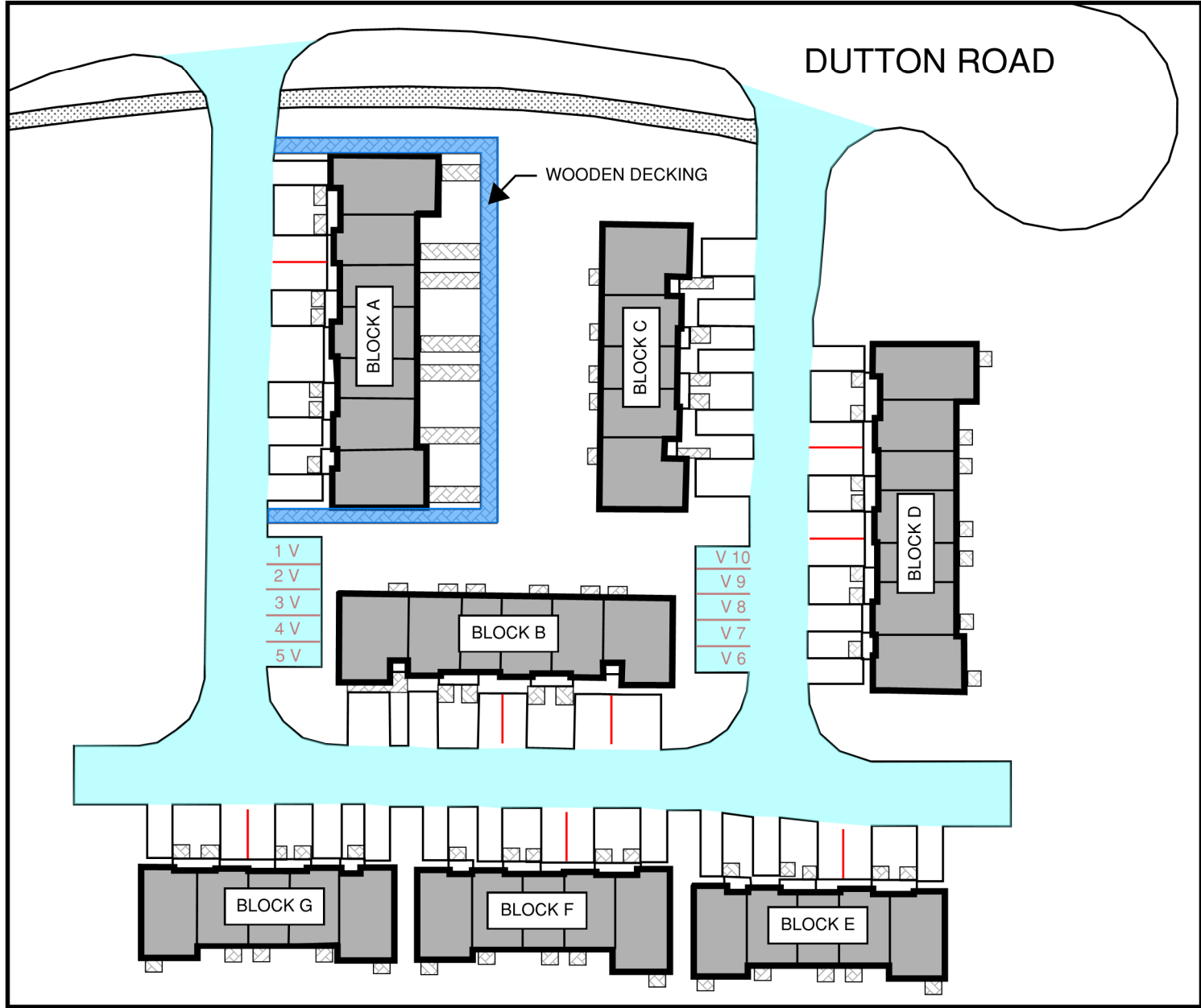
DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE: SEPTEMBER 05 2024

DRAWN BY: BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 1190 HILLIARD STREET - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.



- LEGEND:
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02	08/26/2024	SNOW REMOVAL REVISIONS
01	08/02/2024	ISSUED FOR REVIEW
REV:	DATE:	DESCRIPTION:



- DO NOT SCALE THE DRAWING
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FACILITY NAME:
 900 DUTTON ROAD
 PETERBOROUGH, ONTARIO
 K9H 0A2

DRAWING TITLE:
 PARKING PLAN - SNOW REMOVAL

DATE:
 AUGUST 26 2024

DRAWN BY:
 BRENDAN LE

SHEET NO. P101 SCALE: N.T.S.

01 900 DUTTON ROAD - PARKING PLAN - SNOW REMOVAL
 P101 N.T.S.

7.0 Evaluation & Selection Process

7.1 Evaluation Team

7.1.1 The evaluation of Proposal submissions will be undertaken on behalf of the Housing Corporation by an Evaluation Team appointed by the Housing Corporation which may consist of one or more persons. The Housing Corporation reserves the right and at its sole discretion to choose the Evaluation Team members.

7.2 Proposal Evaluation Process

7.2.1 Proposals received by the “closing date and time” will be screened for compliance with the mandatory requirements as stated in Section 3. The Evaluation Team reserves the right to (at its sole discretion) determine whether any Proposal is compliant. Non-compliant Proposals will be rejected.

7.2.2 Compliant Proposals will be reviewed and evaluated against the desirable criteria to determine the Proposal offering “Best Value” to the Housing Corporation. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal.

7.2.3 After an initial review of all Proposals, the Housing Corporation may, at its own discretion, develop a short list of Proponents and conduct interviews. This will provide the Housing Corporation an opportunity to meet the Proponent and ask questions regarding the contents of their Proposal. Alternatively, if the Housing Corporation determines there is a clear leading Proponent, the Housing Corporation retains the right to by-pass the interview process and proceeds directly to award.

7.2.4 It is the intent of the Housing Corporation to award the Contract to the highest-ranking Proponent. It is the Housing Corporation’s right to award the Contract to the Proponent other than the one with the most points if, in its sole determination, another Proposal is determined to be “Best Value” to the Housing Corporation, taking into consideration the evaluation criteria of this RFP.

7.2.5 Any award of a Contract will be subject to satisfactory reference checks in the sole opinion of the Housing Corporation. The Housing Corporation will not enter a Contract with a Proponent whose reference is found to be unsatisfactory.

7.2.6 No award will be made to any Proponent who cannot give satisfactory assurance of their ability to carry out the Contract. No award will be made to any Proponent that is legally constrained or not authorized to conduct the required acquisition.

7.2.7 All Proponents will be notified in writing by the Housing Corporation of the status of their Proposal within a reasonable period after the award.

7.3 **Additional Information**

7.3.1 The Evaluation Team may, at its sole discretion, request clarification or additional information from a Proponent with respect to its Proposal, and the Evaluation Team may make such request to only selected Proponents. The Evaluation Team may consider such clarification or additional information in evaluating Proposals.

8.0 **Desirable Criteria**

8.1 Proposals meeting all the mandatory criteria will be further assessed against the desirable criteria. The Evaluation Team will compare, evaluate, and score Proponent's Proposals based on the Proposal's submission. Proponents must respond following the format to ensure their Proposal receives full consideration.

Desirable Criterion	Point Value
Company Information Complete Appendix B submission.	10%
Certification That the Proponent has valid liability insurance as per Appendix B submission. That the Proponent has a valid WSIB Certificate as per Appendix B submission. That the Proponent can provide Performance Security as per Appendix E submission.	20%
Fees & Quality Complete as per Appendix C.	50%
Interview Interview with Building Services Manager, Building Asset Manager and potentially Director of Operations.	20%
TOTAL	100

9.0 **Negotiation of Contract & Award**

9.1 It is the intent of the Housing Corporation to ensure the Housing Corporation has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the first Preferred Proponent including, but not limited to matters such as:

- 9.1.1 Price Adjustments
- 9.1.2 Minor Changes to Services
- 9.1.3 Scheduling of Work
- 9.1.4 Contract Details
- 9.1.5 Contract Payment Details

9.2 It is not the intent of the Housing Corporation to allow for new significantly altered Proposal. The Housing Corporation reserves the right to terminate negotiations with the preferred Proponent if a Contract cannot be negotiated within a reasonable time and negotiate a Contract agreement with the next highest ranked Proponent or may choose to terminate the RFP process and not enter a Contract with any of the Proponents.

10.0 General Terms & Conditions

Open and Invitational Tenders

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Time is of the essence.

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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:

“Tender” means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders.

“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.

“Contractor” means the person or corporation whose Tender has been accepted by the Owner, and who is deemed to have entered the Contract with the Owner.

“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.

“Work” means everything that the Contractor is required to supply in order to carry out the terms and conditions of the Contract.

“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:

Documents of later date shall govern;

- a. Supplementary Conditions shall govern over General Conditions;
- b. General Conditions shall govern over Specifications;
- c. Specifications shall govern over Drawings;
- d. Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
- e. 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 there from, 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.

1.8 Early Termination

At any time during the term of this contract, either party may terminate this agreement upon giving the other party at least 60 calendar days written notice of its desire to do so.

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, licenses, 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.

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 and 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.
- (3) 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.

Part 7 PHC Policies

7.0 Peterborough Housing Corporation - 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.

7.1 Peterborough Housing Corporation 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.

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 705-742-7911 after hours.

7.2 PHC 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.

Appendix A: Acceptance of RFP Terms & Conditions

For consideration, please have this form 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 the Terms and Conditions of this RFP 2024-005 – Snow Removal document which includes the following sections:

Table of Contents

1.0	Overview
2.0	Definitions
3.0	Instructions to Proponents
4.0	Scope of Work
5.0	Specifications
6.0	Location Maps
7.0	Evaluation & Selection Process
8.0	Desirable Criteria
9.0	Negotiation of Contract & Award
10.0	General Terms & Conditions
11.0	Appendix A: Acceptance of RFP Terms & Conditions
12.0	Appendix B: Contractor Information
13.0	Appendix C: Pricing Sheet
14.0	Appendix D: Daily Log
15.0	Appendix E: Bonding Sheet

Addenda: If applicable, please list Addenda and date below.

1. Addendum No. _____, Dated _____
2. Addendum No. _____, Dated _____
3. Addendum No. _____, Dated _____

Company Name (Please Print) _____

Name (Please Print) _____

Title (Please Print) _____

Telephone Number _____

Email _____

Signature

Date

By submitting a Proposal, the Proponent agrees that should its 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.

Appendix B: Contractor Information

**RFP 2024-005
Snow Removal
Tender Submission Form
Appendix "B"
Contractor Information**

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

<p>Work performance reference: Name: Address: Contact person phone # Work performed</p>
<p>Work performance reference: Name: Address Contact person phone # Work performed</p>
<p>Work performance reference: Name: Address Contact person phone # Work performed</p>
<p>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</p> <p>Name of Firm: _____</p> <p>_____</p> <p>Signature Title</p> <p>Dated at: _____ this _____ day of _____ 20_____</p>

Appendix B: Contractor Information

**RFP 2024-005
Snow Removal
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.

Appendix B: Contractor Information

**RFP 2024-005
Snow Removal
Various Locations within the City of Peterborough**

Motorized Equipment List

Type of Equipment	Make/Model Year

Submit additional pages as required.

Apsley Locations

Part 1: Upon the accumulation of 50mm (or 2”) of snow or any ice and slippery conditions, the Contractor shall remove snow from all communal sidewalks, steps, and entrances throughout Communities listed below, 7 days per week during the Annual Work Period.

Apsley	Year 1 - 15 Nov 2024 to 15 Apr 2025				Year 2 - 15 Nov 2025 to 15 Apr 2026				Year 3 - 15 Nov 2026 to 15 Apr 2027			
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 2024 to 15 Apr 2025 Price Per Community Per Request	Year 2 - 15 Nov 2025 to 15 Apr 2026 Price Per Community Per Request	Year 3 - 15 Nov 2026 to 15 Apr 2027 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:	\$	\$	\$

Norwood/Havelock Locations

Part 1: Upon the accumulation of 50mm (or 2”) of snow or any ice and slippery conditions, the Contractor shall remove snow from all communal sidewalks, steps, and entrances throughout Communities listed below, 7 days per week during the Annual Work Period.

Norwood & Havelock	Year 1 - 15 Nov 2024 to 15 Apr 2025				Year 2 - 15 Nov 2025 to 15 Apr 2026				Year 3 - 15 Nov 2026 to 15 Apr 2027			
	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	Parking Lot Plowing
8 Victoria St Havelock	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
17 Smith St Havelock	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
53 Spring St Norwood	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	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 2024 to 15 Apr 2025 Price Per Community Per Request	Year 2 - 15 Nov 2025 to 15 Apr 2026 Price Per Community Per Request	Year 3 - 15 Nov 2026 to 15 Apr 2027 Price Per Community Per Request
8 Victoria St Havelock	\$	\$	\$
17 Smith Dr. Havelock	\$	\$	\$
53 Spring St Norwood	\$	\$	\$
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:	\$	\$	\$

Lakefield Locations

Part 1: Upon the accumulation of 50mm (or 2”) of snow or any ice and slippery conditions, the Contractor shall remove snow from all communal sidewalks, steps, and entrances throughout Communities listed below, 7 days per week during the Annual Work Period.

Lakefield	Year 1 - 15 Nov 2024 to 15 Apr 2025				Year 2 - 15 Nov 2025 to 15 Apr 2026				Year 3 - 15 Nov 2026 to 15 Apr 2027			
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, 46, 48, 50 Rabbit St.	\$	\$	\$	\$		\$	\$	\$	\$	\$	\$	\$
85 Concession St.	\$	\$	\$	\$		\$	\$	\$	\$	\$	\$	\$
	Annual Total Year 1:			\$	Annual Total Year 2:			\$				

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, 46, 48, 50 Rabbit St.			
85 Concession St.			
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:			

If not quoting for these sites write N/A on this page.

290 Parkhill Rd E	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
372-386 Parkhill Rd W	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
553 Bonaccord St	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
555 Bonaccord St	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Annual Total Year 1:			\$	Annual Total Year 2:			\$	Annual Total Year 3:			\$

If not quoting for these sites write N/A on this page.

290 Parkhill Rd E	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
372-386 Parkhill Rd W	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
553 Bonaccord St	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
555 Bonaccord St	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Remove excess snow, transport, and dump accumulated snow off site as directed by Peterborough Housing Corp. Hourly Rate:	Annual Total Year 1:		\$		Annual Total Year 2:		\$		Annual Total Year 3:		\$	

2024 / 2025 Winter Site Maintenance - Appendix "D"

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

**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 **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

Appendix E - Bonding Sheet

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 Obligee and shall at all times fully indemnify and keep indemnified the Obligee 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 Obligee for all outlay, expenses, liabilities, or payments incurred or undertaken to be made by the Obligee 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 Obligee from time to time on which final payment under the Contract falls due.

Provided always and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee 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 Obligee

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 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.