

# AGENDA

## LONDON & MIDDLESEX COMMUNITY HOUSING (LMCH)

### Board of Directors Meeting

1299 Oxford Street East, Unit 5C5  
London, Ontario, N5Y 4W5

Thursday, December 15, 2022

5:30 PM – 6:30 PM

#### Board Members:

Phil Squire- Chair

Gary Bezaire

Tammy Brooks

Shellie Chowns

John Corboy

Shawn Lewis

Hadleigh McAlister

#### LMCH Leadership

Paul Chisholm, CEO

Andrea Mackenzie,  
Director Tenant  
Services

Phil Renaud,  
Director Property  
Services and Asset  
Management

Diana Taplashvily,  
Director Finance and  
Corporate Services

Dirk Volschenk,  
Manager Human  
Resources

Item	Pg.	Lead	Time
1. Call to Order		P. Squire	5:30
2. Recognition of Indigenous Peoples and Lands Statement		P. Squire	
3. Completion and Acceptance of Agenda		P. Squire	
4. Disclosure of Interest			5:35
5. Approval of Minutes of Previous Meetings a. Minutes from November 17, 2022, Public Minutes		P. Squire	
6. Communications		P. Squire	
7. Delegations- None			
8. Presentations- None			
9. In Camera Matters – None			
10. Consent Agenda Items: a) Staff Report 2022- 73 CEO Report b) Reimagine Southdale Verbal Update c) Staff Report 2022- 74 Vacancy Management Report		P. Chisholm	5:40
11. Reports and Business  Human Resource and Governance Committee Reports for the purpose of information. Verbal update provided by Committee Chair:  I. HRGC-22-06 Human Resources Update Report II. HRGC-22-09 Vacant Tenant Director Position III. HRGC-22-10 Board Governance Updates  a) Staff Report 2022- 75 2023 Annual Salary Adjustments  b) Staff Report 2022- 76 Board Meeting Schedule  c) Staff Report 2022- 77 RFT 2022-0004 -3 Electrical Upgrade 872 William St.  d) Staff Report 2022- 78 RFT 2022-0004 -4 Electrical Upgrade 39 Tecumseh Ave.  e) Staff Report 2022- 79 RFT 2022-0004 -2 Electrical Upgrade 580 Dundas St.		G. Bizarre  P. Chisholm  P. Chisholm  P. Renaud  P. Renaud  P. Renaud	5:50

<p>f) <b>Staff Report 2022- 80</b> RFT 2021-0012 Kitchens Penny Lane</p> <p>g) <b>Staff Report 2022- 81</b> Contract Award Roof Replacement 39 Tecumseh Ave.</p> <p>h) <b>Staff Report 2022- 82</b> 2021-0008 Limberlost Asphalt Replacement – Contract Award Recommendation.</p> <p>i) <b>Staff Report 2022- 83</b> Contract Award Allen Rush Playground</p> <p>j) <b>Staff Report 2022- 84</b> Contract Award Huron Playground</p> <p>k) <b>Staff Report 2022- 85</b> Audit Plan for the year ending December 31, 2022</p>		<p>P. Renaud</p> <p>P. Renaud</p> <p>P. Renaud</p> <p>P. Renaud</p> <p>P. Renaud</p> <p>D. Taplashvily</p>	
<p>a) <b>New Business / Enquiries</b></p>		<p>P. Squire</p>	
<p>b) <b>Meeting Adjournment</b></p>		<p>P. Squire</p>	<p>6:30</p>

## STAFF REPORT 2022-73

TO: LMCH Board of Directors

FROM: Paul Chisholm, Chief Executive Officer

SUBJECT: CEO Update

DATE: December 8, 2022

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### PURPOSE:

The purpose of the report is to provide updates to the Board on the status of key initiatives previously approved, introduce items that may come before the Board in future meetings and to provide updates on meetings, events or operational activities that may be of interest to the Board.

### RECOMMENDATION:

That the CEO Update report **BE RECEIVED** for information.

### UPDATES:

#### Townhalls

Townhalls continue across LMCH. After the initial round of Townhalls completed in August, staff have continued meeting across all buildings with an anticipated completion date of December 16, 2022. LMCH has committed to providing report backs to tenants and these are nearing completion and will be distributed to the tenants and shared with the Board. Engagement of family sites will be set up for early 2023.

#### City of London Budget and Planning

LMCH is engaged with City staff on the Strategic Planning and Investment in Strategic Priorities. The critical path on current year budget and the path to the preparation of the Multi Year Budget are set out below. As part of the City Consolidated budgeting process, LMCH budget request move through both of these processes.

## 2023 Budget Approval Timeline

- The Budget was tabled at the SPPC committee meeting on December 06, 2022.
- Budget Deliberation will take place at the SPPC committee meeting on Jan 26 and Jan 27 (if needed), 2023. This is when budget related discussion will happen, and there may be potential questions directed to LMCH’s business case for ReImagine Southdale Project.
- Budget Approval takes place at City Council on Feb 14, 2023, once SPPC recommends the approved budget and business cases.

## 2023-2027 Strategic Priorities and MYB Budget

Initial conversations have taken place with City Staff on the process to develop High Level Order of Magnitude Costing for the upcoming Multi-Year Budget Process. LMCH will be working to review strategic initiatives that need to be included in this costing. This will include a review of Business Cases approved as part of the previous MYB process and any new initiatives being considered for inclusion in the next strategic plan.

A meeting on the 2023-2027 Strategic priorities will take place on December 14, 2022, and the initial Order of Magnitude deadline is January 06, 2023. Once initial discussions take place LMCH will need to develop more detailed plans and costing to support any Business Cases submitted and requested changes to the budget.

<b>Task/Item</b>	<b>Date</b>
Strategic Plan 2023-2027	Dec 2022 - Apr 2023
Strategic Plan - Order of Magnitude	Dec 2022 - Jan 2023
Target Setting	Apr 2023
MYB 2024-2027 Kick Off	~ May 2023
Submission of MYB Business Cases	Late August
Submission of User Fees	Aug-Sep 2023
Submission of Assessment Growth	Sep 2023
Submission of MYB Business Plans	Sep 2023
Senior Management Review	Sep – Nov 2023
Council Review & Approval	Dec 2023 – Mar 2024

## Human Resources Updates

There were two resignations and one retirement from LMCH in November 2022.

LMCH wants to acknowledge and recognize the work of Susan Smith-Jongepier. Susan has retired after 32 years working with LMCH, our tenants and the communities we serve. Starting out working in Finance, Susan spent the last 10 plus years of her career providing direct support and services to tenants in the role of Community Relations Worker. In speaking with tenants across the communities she served, we know she will be missed. We appreciate her commitment to our tenants and thank her for her service.

Work continues to fill vacant positions at LMCH. This includes vacancies created through attrition as well as new positions created through Business Case # 19. LMCH is pleased to be making progress in recruitment:

- LMCH has added six new staff in November. The two new staff members joining LMCH since the last update to the Board are:
  - Sherry Trunks joins LMCH in the role of Procurement Manager
  - Anissa Foley joins LMCH in the role of Client Services Coordinator
- There is one competition with an accepted offer with an anticipated start date in December 2022.
- There are currently four active recruitments Community Relations Worker, Maintenance Repair, Field Supervisor and Manager, Client Services
- Additional recruitments planned include the Procurement Officer which is being finalized for posting by the new Procurement Manager.

PREPARED BY:
PAUL CHISHOLM CHIEF EXECUTIVE OFFICER

## STAFF REPORT 2022 – 74

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud, Director of Assets and Property Services & Andrea Mackenzie, Director of Tenant Services

**SUBJECT:** Vacancy Management Update

**DATE:** December 8, 2022

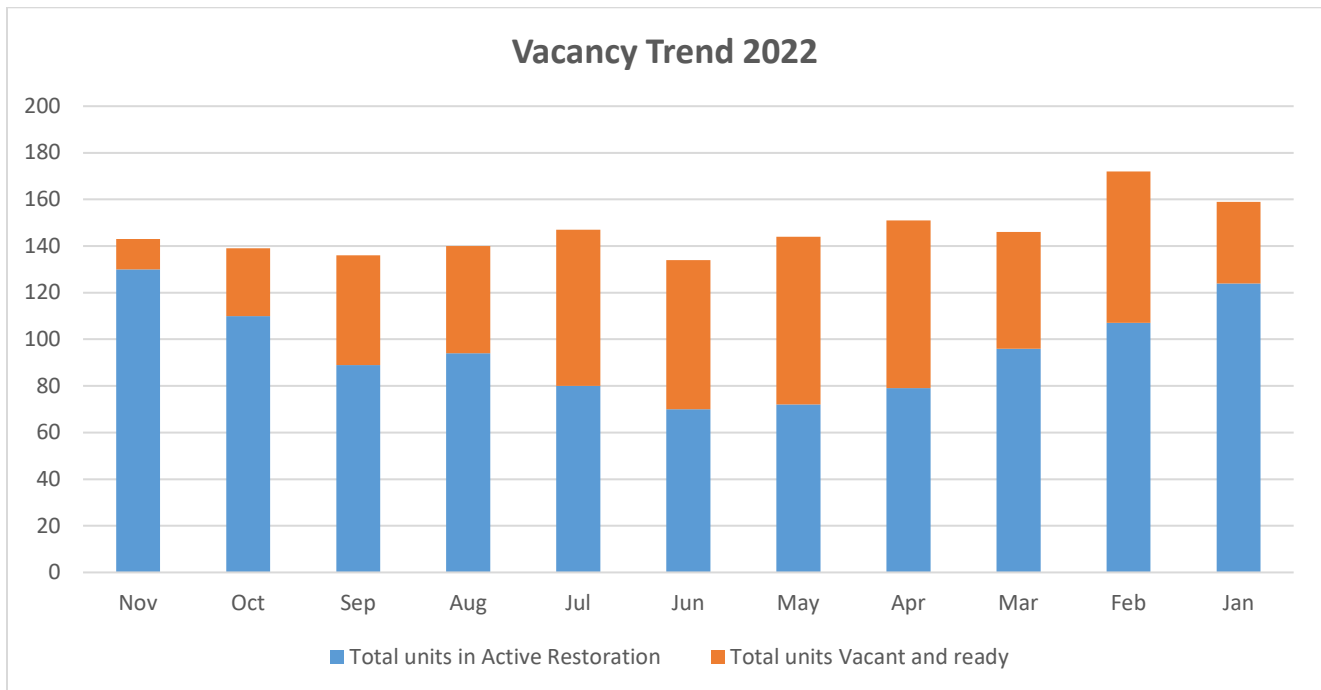
### Purpose:

To update the Board of Directors regarding the status of LMCH’s Vacancy Management progress with the objective of achieving a three percent (3%) total vacancy.

### RECOMMENDATION:

That the Vacancy Management Update report **BE RECEIVED** for information.

### OVERVIEW:



Monthly Vacancy Progress (Reported as of Oct 31<sup>st</sup>, 2022)

1. **Total Vacancy:** This includes all units within LMCH portfolio that are not occupied. It is inclusive of units that are Non-Rentable or in Active Restoration and Rent Ready Stock. (Target: 3%)

Month	Total Units in Active Restoration	Total Units Vacant and Ready	Total Vacancy (Units Available)
Nov	130	13	143
Oct	110	29	139
Sep	89	47	136
Aug	94	46	140
Jul	80	67	147
Jun	70	64	134
May	72	72	144
Apr	79	72	151
Mar	96	50	146
Feb	107	65	172
Jan	124	35	159

Month (2022)	% of Units in Active Restoration	% of Units Vacant and Ready	% of Units Vacant (Units Available)
Nov	4%	0.4%	4%
Oct	3%	0.9%	4%
Sep	3%	1.4%	4%
Aug	3%	1.4%	4%
Jul	2%	2%	4%
Jun	2%	2%	4%
May	2%	2%	4%
Apr	2%	2%	5%
Mar	3%	2%	4%
Feb	3%	2%	5%
Jan	4%	1.1%	5%



## 2. Non-Rentable Units:

The non-rentable category includes units that do not have a predictable rent ready projection date due to an insurance claim or a major construction project (e.g., units that are being used for broader portfolio improvements).

- 6 units are on hold as part of CMHC Accessible Unit Project
- 7 units are vacant and undergoing restoration for fire or as part of insurance claims
- 16 units are on hold for demolition for the Reimagine Southdale project

## 3. Active Restoration:

The active restoration category includes all remaining units that are slated for restoration and rental. The target for units in active restoration is 2% of the portfolio or 66 units. At the end of November there were 130 units in active restoration which is about 4% of the portfolio.

There were 10 units restored in November 2022 that took an average of 124 days to return to rent ready.

Age of Units Restored in Period (Count)	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	0	0	1	0	0	0	0	0	0	1	0
16-30 days	0	1	4	1	2	1	2	4	1	7	0
31-60 days	1	5	7	1	7	6	10	13	10	9	7
61-90 days	3	6	7	6	6	10	3	7	5	7	6
91+ days	6	8	14	7	9	11	16	22	15	29	22
Total units restored	10	20	33	15	24	28	31	45	31	53	35
Average # of days in restoration	124	95	84	84	101	95	112	107	96	100	104

At the end of November there were 130 units in active restoration up from 110 at the end of October. Units in active restoration at the end of November had been vacant for an average of 90 days as of November 30<sup>th</sup>, 2022.

Age of Units in active Restoration (Count)	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	15	18	9	15	8	10	17	15	16	8	17
16-30 days	15	14	18	15	24	16	10	14	11	16	15
31-60 days	29	20	20	31	20	22	24	15	16	9	20
61-90 days	17	17	23	12	14	13	4	8	11	19	29
91+ days	54	41	19	21	14	9	17	27	42	55	43
Total units in Active Restoration	130	110	89	94	80	70	72	79	96	107	124
Average # of days in restoration at month end	90	82	71	63	56	56	59	76	91	98	77

4. **Active Rental Stock:** These are the units that are rent ready and available to offer. Units leave this category when they are future leased or leased (when the actual lease is signed, and keys are handed to the new tenant). The target for Active Rental Stock is 1% of the portfolio or 33 units.

In the month of November, 27 units were leased that had been rent ready for an average of almost 48 days. In addition to units leased an additional 16 units were accepted by tenants to be leased in December and future periods.

Age of Units Leased in the Period (Count)	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	6	11	3	5	0	6	10	5	23	16	21
16-30 days	9	8	8	5	9	4	9	2	8	1	8
31-60 days	4	5	11	9	8	13	10	7	8	3	2
61-90 days	4	1	4	2	9	5	3	0	2	0	0
91+ days	4	9	9	2	5	4	2	1	2	1	2
Total units Leased	27	34	35	23	31	32	34	15	43	21	33
Average # of days to commit the unit	48	56	64	42	63	47.1	35.7	26.5	28.2	19.7	19.7

At the end of November, the active rental stock was 13 units or 0.4 % of the portfolio. The average days units were in Active Rental at the end of November was 36 days.

Age of Units Vacant and Available (Count)	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	7	17	25	18	20	24	22	26	23	42	18
16-30 days	2	6	9	0	4	9	6	14	2	7	4
31-60 days	0	2	1	9	18	10	26	14	19	8	9
61-90 days	3	2	4	4	12	8	8	13	4	5	4
91+ days	1	2	8	15	13	13	10	5	2	3	0
Total units Vacant and ready	13	29	47	46	67	64	72	72	50	65	35
Average # of days vacant and ready	36	32	41	63	52	47	42	37	31	21	20.1

### Period Summaries:

LMCH had a total of 28 new units confirmed vacant in the month of November which have been added to the active restoration stock.

LMCH restored a total of 10 units during this same time-period.

LMCH leased 27 units and future leased an additional 16 during this reporting period.

### Conclusion

Corporate target for vacant units is 100 units. The sub targets set are 66 units in Active Restoration and 33 units are in Active Rental stock.

With 130 units in Active Restoration, this measure remains 64 units above target. Efforts to reduce the number of units in Active Restoration and the number of days it takes to restore units will continue. November unit restorations focussed on reducing the number of units in active restoration and, in December, efforts have shifted to focus more on aged vacancies to reduce the time in restoration.

With 13 units Vacant and Ready, Tenant Services is now below target.

PREPARED and RECOMMENDED BY:	STAFF CONTACT:
PHIL RENAUD, DIRECTOR, Assets and Property Services	Ahmad Mian, BUSINESS ANALYSIS

## BOARD OF DIRECTORS MEETING MINUTES

November 17, 2022, at 5:30 p.m.  
 London & Middlesex Community Housing  
 Boardroom, 1299 Oxford Street East, Unit 5C5, London, Ontario, Canada

**Board Members in Attendance:**

- Phillip Squire, Chair \*
- Shawn Lewis \*
- Shellie Chowns\*
- Tammy Brooks\*
- Adrian Cornelissen\*
- Gary Bezaire\*
- John Corboy\*

**Senior Leadership in Attendance:**

- Paul Chisholm, CEO
- Andrea Mackenzie, Director of Tenant Services
- Phil Renaud, Director of Property Services & Asset Management
- Diana Taplashvily, Director of Finance & Corporate Services

\* *Virtual Attendance via Zoom*

<b>1. Call to Order</b>	P. Squire called the meeting to order at 5:30 p.m.
<b>2. Recognition of Indigenous Peoples and Lands</b>	<p>P. Squire provided the recognition address at 5:30 p.m.</p> <p><i>We would like to begin by acknowledging the treaty territory of the Anishnaabeg, which is defined within the pre-confederation treaty known as the London Township Treaty of 1796. Throughout time, this region has also become the current home to the Haudenosaunee and Leni-Lenape Nations.</i></p>
<b>3. Completion and Acceptance of the Agenda</b>	Regarding the completion and acceptance of the agenda, <b>MOVED</b> J. Corboy, seconded by G. Bezaire, <b>PASSED</b> 5:31pm all in favour <b>ALL MEMBERS AGREED</b> that the agenda <b>BE ACCEPTED</b> and <b>APPROVED</b> as presented. <b>PASSED</b> at 5:31pm

4. Disclosures of Interest	P. Squire called for conflict-of-interest declarations with respect to the agenda. No conflicts - of- interest declared at 5:31 p.m.
5. Approval of Board Meeting Minutes	Regarding the Board Meeting Minutes of October 20 2022, A. Cornelissen <b>MOVED</b> , seconded G. Bezair that the Minutes <b>BE ACCEPTED</b> and <b>APPROVED</b> , item <b>CARRIED</b> at 5:31 p.m <b>ALL In favour.</b>
6. Communications	
7. Delegations	n/a
8. Presentations	n/a
<p data-bbox="131 701 451 919">9. Consent Items</p> <p data-bbox="131 926 451 1360">a. Staff Report 2022-66 CEO Report</p> <p data-bbox="131 1367 451 1894">b. Staff Report 2022-67 Vacancy Management Report</p>	<p data-bbox="456 730 1421 842"><b>MOTION to RECEIVE</b> reports for information, <b>MOVED</b> by G. Bezair, Seconded by J. Corboy, <b>ALL in Favour</b>, <b>PASSED</b> at 5:44pm.</p> <p data-bbox="456 919 1421 955">P.Chishlom provided an overview of the report.</p> <ul data-bbox="511 997 1421 1291" style="list-style-type: none"> <li>- Introduction of LMCH new Manager of HR, Dirk Volschenk</li> <li>- New positions are being filled as significant progress has been made over the past quarter.</li> <li>- Met with Local Housing Corporations, to discuss how to collectively advocate for local housing and Tenant boards</li> <li>- Reimagine project update and timeline for approval processes continue to move forward in a positive direction. ZBA Public meeting for Reimagine on November 28<sup>th</sup>.</li> </ul> <p data-bbox="456 1367 1421 1402">P.Chishlom provided overview of the report.</p> <ul data-bbox="511 1444 1421 1829" style="list-style-type: none"> <li>- Discussion on unit Rent ready status, Tenant Services working to maintain monthly targets</li> <li>- Reviewing contractors, process and vendors for unit turn over process. Looking to finalize vendors by year end.</li> <li>- Discussion on number of units in 90+ days in turn over status, these units have been severely damaged and require multiple vendors to repair one unit. Looking at a model to have these units repaired by one vendor to complete all work required for the unit.</li> </ul>

10. In Camera	a) none
<p>11. Reports and Business</p> <p>a) Staff Report 2022- 68 Q3 CMHC Report</p> <p>b) Staff Report 2022- 69 Q3 Capital Project Status Report</p> <p>c) Staff Report 2022- 70 CMHC SEED Funding Approval</p> <p>d) Staff Report 2022- 71 Q3 2022 Financial Results</p>	<p>Report over provided by P. Renaud</p> <ul style="list-style-type: none"> <li>- Current focus is on external work for sites</li> <li>- Lounge enhancements at McNay completed and tenants were apart of the design process.</li> <li>- Accessibility portions of the project reviewed. Discussion on tenants who are using the accessibility installments being consulted. AODA System is in place to ensure accessibility add-ons are helpful for tenants with disabilities. Look at consulting CNIB and other disability organization during design phase.</li> </ul> <p><b>MOTION to RECEIVE the report MOVED S. Chowns , seconded by J. Corboy, PASSED -5:49 p.m .</b></p> <p>Report over provided by P. Renaud</p> <ul style="list-style-type: none"> <li>-Upcoming Tenders and deadlines reviewed for 2023</li> </ul> <p><b>MOTION to RECEIVE the report MOVED by A. Cornelissen , seconded by G. Bezaire, PASSED at 5:50pm.</b></p> <p>Overview provided by P. Chisholm</p> <p>Motion to <b>APPROVE</b> CMHC SEED Funding , <b>MOVED</b> by S.Lewis, seconded by G. Bezaire , All in Favour <b>PASSED 5:53 p.m</b></p> <p>Report Overview provided by D.Taplashvily</p> <ul style="list-style-type: none"> <li>- Reciept of report attachment reviewed</li> <li>- Clarification on revenue level discussed in corrilation to LTB delays and RGI subsidy reviews.</li> </ul>

<p>e) Staff Report 2022- 72 Q3 2022 Key Performance Indicators</p> <p>Tenant Services Committee Reports for the purpose of information. Verbal update provided by Committee Chair</p> <p>TSC-22-16 - TSC-22-21</p>	<ul style="list-style-type: none"> <li>- Timing of Annual Reviews in correlation to Q3 finaical results reviewed</li> <li>- Mortgage status contribution to surplus discussed</li> <li>- LMCH partnerships and resources for tenants, Annual Review supports discussed</li> <li>- Clarification on Rent Rates, these are set by the Province and are part of legislation, this determins what LMCH can charge for rent</li> </ul> <p><b>MOTION to RECEIVE and APPROVE Report, MOVED</b> by J. Corboy , seconded by S. Lewis, All in Favour, <b>PASSED</b> 6:08 p.m.</p> <p>Report overview provided by D.Taplashvily</p> <p><b>MOTION to RECEIVE and APPROVE Report, MOVED</b> by G. Bezaire, seconded by S. Chowns , ALL in Favour, <b>PASSED</b> 6:10pm</p> <p>Tenant Service Committee Chair- J. Corboy provided overview.</p> <p><b>MOTION to RECIEVE</b> ALL Reports for information, by G. Bezaire seconded by S. Chowns . All in Favour, <b>PASSED</b> 6:12pm.</p>
<p>New Business</p>	
<p>13. MEETING ADJOURNMENT</p>	<p><b>MOTION to BE ADJOURNED</b>, Adrian, Seconded by S. Lewis <b>MOTION PASSED</b> at 6:14 pm.</p>

Phil Squire, Chair

Paul Chisholm, CEO

## HRGC 2022-05

**TO:** Human Resources and Governance Committee

**FROM:** Dirk Volschenk, Manager of Human Resources

**SUBJECT:** Human Resources Updates

**DATE:** November 25, 2022

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### **PURPOSE:**

To provide the Human Resources and Governance Committee an overview of the key activities in Human Resources and to provide information for the matters identified as priorities for Human Resources for Q4.

### **RECOMMENDATION:**

That the Human Resources and Governance Committee receives this report for information.

### **BACKGROUND:**

LMCH is committed to providing quality, accessible, affordable, and sustainable housing to those in need in our community. The work of our Human Resources Team is critical to supporting the organization in meeting this objective as well as individual staff reach their full potential at LMCH.

### **UPDATES:**

#### **New Manager, Human Resources**

Dirk Volschenk, Manager of Human Resources, started with LMCH November 7<sup>th</sup>, 2022. Dirk is currently orientating to the role and the organization and has started the process of identify opportunities to add value to both the organization and the Human Resources Team.

#### **Audit of Human Resources**

In preparation for the new Manager, Human Resources, LMCH completed an audit of key functional areas of HR. This was informed by the discussions with the departing Manager, People and Culture as well as leadership. Together with a review of key polices and practices against best practices assisted LMCH to identify areas with



opportunity for improvement. A number of areas have been identified for review by LMCH. A workplan will be developed that will respond to all identified areas. Some work being initiated at this time includes:

### **Human Resources Policies and Handbook**

Identified as the number one priority in the Audit is to perform a full review of current policies and procedures to identify outdated policies and procedures, non-compliant policies or procedures and content not yet implemented.

Currently in progress, Policy content is being collected and identified according to date of implementation, date of last review and legislative compliance. Next steps is to complete collection and review and to start development of proposed Table of Contents for structure of Policy Handbook.

Several policies were identified to bring to the Board of Directors in 2022 and this work has now paused. These policies will come forward as part of the Policy handbook and this work will take place through the course of 2023.

### **Occupational Health and Safety**

LMCH contracted with Ahria Consulting to perform a full review of the Health and Safety Program. This project was launched on November 11, 2022, and consultants have proposed a project timeline with targeted completion date of review by December 14, 2022. This will ensure all required polices are in place and ensure that current approaches to meetings, inspections, reports, etc. are based on best practices.

### **Job Descriptions**

LMCH contracted with Ahria Consulting to perform Job Analysis and Role Evaluation for a number of positions at LMCH. Existing roles have evolved over time as the nature of our work respond to the needs of current tenants and our community. This process will ensure that job descriptions are current, job evaluations are up to date and support any work required for Salary and Benefits comparison. Project will be launched in the coming weeks.

Human Resource 2022 Q1 – Q3 Overview

Human Resource Activity Area	Q1 2022	Q2 2022	Q 3 2022
Staff Complement (does not include casual on-site staff)	<ul style="list-style-type: none"> <li>• As of Dec. 31, 2021 = 80</li> <li>• Left during period = 7</li> <li>• Added during period = 7</li> <li>• As of March 31, 2022 = 80</li> </ul>	<ul style="list-style-type: none"> <li>• As of March 31, 2021 = 80</li> <li>• Left during period = 6</li> <li>• Added during period = 2</li> <li>• As of June 30, 2022 = 76</li> </ul>	<ul style="list-style-type: none"> <li>• As of June 30, 2022 = 76</li> <li>• Left during period = 4</li> <li>• Added during period = 10</li> <li>• As of September 30, 2022 = 82</li> </ul>
Recruitment	<ul style="list-style-type: none"> <li>• As of December 31, 2021 = 9 (carried over from 2021)</li> <li>• 4 new recruitments were started</li> <li>• 4 recruitments were completed in the period</li> <li>• 5 recruitments were cancelled, amended or reposted in the period</li> <li>• 4 recruitments carried into the next period</li> </ul>	<ul style="list-style-type: none"> <li>• As of March 31, 2022 = 4 (carried over from prior quarter)</li> <li>• 11 new recruitments were started</li> <li>• 9 recruitments were completed in the period</li> <li>• 1 recruitment was cancelled, amended or reposted in the period</li> <li>• 3 recruitments carried into the next period</li> </ul>	<ul style="list-style-type: none"> <li>• As of July 1, 2022 = 3 were carried over from June 2022.</li> <li>• 12 new recruitments were started</li> <li>• 3 Recruitments were completed during this period.</li> <li>• 1 recruitment was cancelled, amended or reposted in the period.</li> <li>• 9 recruitments carried into next period</li> </ul>
Employees on Leave	<ul style="list-style-type: none"> <li>• 2 Parental</li> <li>• 3 sick</li> <li>• 4 unpaid</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Parental</li> <li>• 5 sick</li> <li>• 0 unpaid</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Unpaid Leave</li> <li>• 3 Sick Leaves</li> <li>• 2 Parental leaves</li> </ul>
Sick Time	Average of 1.14 sick days per month per employee	Average of 0.97 sick days per month per employee	Average of 0.81 sick days per month per employee
Lost time to Injury	0 days	0 days	0 days

<p>Training</p>	<ul style="list-style-type: none"> <li>• First Aid: 8 staff</li> <li>• Occupational Health &amp; Safety Awareness Training for Workers (update): all employees</li> <li>• Occupational Health &amp; Safety Awareness Training for Supervisors (update): all supervisors</li> <li>• AODA Customer Service Standards Training (update): all employees</li> </ul>	<ul style="list-style-type: none"> <li>• First Aid: 7 staff</li> <li>• MFIPPA: all Managers</li> <li>• Customer Service Excellence: all employees</li> <li>• Bed Bug Process: Maintenance staff</li> </ul> <p>** Upcoming:</p> <ul style="list-style-type: none"> <li>• Hoarding;</li> <li>• Trauma-Informed Care</li> </ul>	<ul style="list-style-type: none"> <li>• Trauma Informed Care training was completed</li> <li>• Asbestos Training to be scheduled before year end.</li> </ul>
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<p><b>PREPARED and RECOMMENDED BY:</b></p>
<p> </p>
<p>Dirk Volschenk MANAGER OF HUMAN RESOURCES</p>

HRGC 2022 – 09

**TO:** Human Resources and Governance Committee  
**FROM:** Paul Chisholm, Chief Executive Officer  
**SUBJECT:** Update on Selection Process for Tenant Director  
**DATE:** July 21, 2022

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**PURPOSE:**

To provide an update to the Human Resources and Governance Committee on the selection process of the vacant Tenant Director position, for the LMCH Board of Directors.

**RECOMMENDATION:**

That the HRG Committee approve the following recommendations and recommend that they be forwarded to the Board of Directors for approval:

1. Create a subcommittee to review applications for the Tenant Board Director Position with the following membership:
  - a. 3 Directors
  - b. 1 Community Partner; and
  - c. 1 LMCH Senior Staff Member
2. Direct the Sub-committee members to use the framework established through the attached Guiding Principles for LMCH Board Recruitment.
3. Direct the Sub-committee to review the opportunity to enhance the selection process by creating an interview process for top candidates under consideration by the sub-committee
4. Delegate the authority to nominate the Tenant Board Director candidate(s) to the Chair of the Sub-Committee.
5. Authorize LMCH staff to take the necessary steps to give effect to the above recommendation(s).

**BACKGROUND:**

The City of London is the sole shareholder of LMCH. LMCH receives direction from the Shareholder through a number of ways, including, the Shareholder Direction and by-laws passed by the Shareholder. Attachment 1 is the "Recruitment Process for Director Appointment" established by the Shareholder for LMCH.

The Shareholder is required to open an application process for interested tenants of LMCH and LMCH will support the outreach of applicants through posters, e-mail, and other engagement opportunities. London City Council approved the opening of an application process for this vacant position and LMCH needs to prepare to receive and review applicants.

The applicants will be forwarded to LMCH by the City and the LMCH sub-committee will review all applicants, assess against established criteria, and make recommendations on which applicant to nominate for appointment to the Board of Directors. The approval of the candidate recommended by LMCH remains with the City of London, as shareholder, through City council.

**ATTACHMENTS:**

Attachment 1: Recruitment Process for Director Appointment

Attachment 2: Guiding Principles LMCH Board Recruitment

<b>PREPARED BY:</b>
<b>PAUL CHISHOLM, CEO CHIEF EXECUTIVE OFFICER</b>



## **APPENDIX “C”**

### **Recruitment Process for Director Appointments**

The following appointment process be established for the London & Middlesex Community Housing Inc. (LMCH):

1. Establish a sub-committee of the board of directors to assist with the recruitment and nomination process. This sub-committee should be comprised of members of the board, members of LMCH Administration and community members. This sub-committee would then submit nominations to Municipal Council for consideration.
2. The recruitment and nomination process should be informed by foundational principles (e.g. anti-racism and anti-oppression, inclusion and participation, good governance, leadership and accountability) the Shareholders Agreement as well as the Board terms of Reference which outlines the authority and responsibility requirements and general duties of the board.
3. LMCH should assist the City in reaching out to the community seeking applications during the recruitment process.
4. A comprehensive orientation and training program should be developed and include such items as the Board Code of Conduct, Board’s Terms of Reference and procedures for the holding of meetings.

# Guiding Principles for Screening and Selection of LMCH Board Members

These guiding principles are intended to help the Governance Sub-committee (the Committee) comprised of current LMCH Board Members, staff from London Middlesex Community Housing's (LMCH) Senior Leadership Team as well as community partners in the interviewing process to enable the Committee to make informed recommendations on prospective board members to City Council.

The Committee members are mindful that the application process and vetting of applicants for LMCH's Board of Directors needs to be objective and free from barriers that may prevent or dissuade broader community members from applying.

The Committee members will ensure that we use our community networks to attract Indigenous peoples, members of visible minority groups, people with disabilities, women, as well as LGBTQ2S community members to ensure qualified individuals from traditionally disadvantaged groups be welcomed to participate in this process and to help lead the governance of this organization.

In consultation with the Committee the following parameters were identified as our lead guiding principles for the Board recruitment process:

## **LMCH's CARE Values:**

**Collaboration** We recognize that no single person or idea can solve affordable housing's complex challenges. We believe that people working together can create greater impact than any one individual or even one organization can accomplish alone. By coordinating with diverse community stakeholders and networks, we will pursue purposeful partnerships that are well designed and supported. We will work with tenants, partners and neighborhoods – listening, challenging and sharing – to better understand and respond to the needs of our tenants and communities.

**Commitment** We perform our duties with utmost commitment and regard to the high standards expected of a Local Housing Corporation to deliver social housing and supports. We are responsible to our tenants, our employees and our sole shareholder, the City of London. We commit to doing the right thing and we will reject professional and ethical shortcuts.

**Accountable** We are accountable for our actions. We accept responsibility for our performance and we share the results of our work in an open, honest and transparent manner. Demonstrating integrity and responsible stewardship of our resources, we expect the best of ourselves and our stakeholders — personally and professionally. We will cultivate individual and team accountability creating an environment where people can make a difference.

**Accessible** Access to services and supports positively impacts well-being, social participation, education, health and employment. Accessibility is important for our tenants' quality of life as it creates the potential to take advantage of opportunities for successful social mobility and to access health services, goods and services within the community. We will provide all services and information resources, regardless of technology, format, or methods of delivery, that are readily, equally, and equitably accessible to all tenants.



**Respect** We respect people as individuals and create environments where fairness, trust and equitable treatment define how we work. We approach our work with a deep respect for different opinions and seek to find common ground. No matter how difficult the issue or circumstances, we treat those we encounter with respect and dignity. We insist on a culture of respect as the foundation of our work together and recognize that words and actions matter.

**Responsive** We provide the highest possible quality of responsive service informed by meaningful consultation and delivered in a professional manner. We will listen to our tenants and respond by putting proactive solutions in place to meet their needs in a creative and fiscally responsible manner.

**Equity** is the foundation of LMHC's Values. We value equity, inclusion, and dignity for all regardless of their background, point-of-view or position in life. Seeking to achieve fairness and justice for all, we will recognize the individual needs of tenants required to achieve and maintain housing stability, health, and well-being. We will ensure the dignity of all people and we demonstrate the value of diversity through our honest, caring and ethical interactions and practices.

**Excellence** We go above and beyond ordinary and strive towards the exceptional and extraordinary in each and everything we do. We pursue excellence by: nurturing and sustaining innovation and invention; achieving quality in our work, relationships, and outcomes; delivering on our mission, vision and values; providing better services to tenants; strengthening our credibility among tenants, decision-makers, and the public; delivering tangible results recognizing that excellence in creativity, problem solving and teamwork is critical to our success.

Beyond LMCH's organizational values the Committee will also adopt the following principles for this recruitment process:

**Anti-racism** The policy or practice of opposing racism and promoting racial equality.

**Anti-oppression** A methodology focusing on both process and outcome, and a way of structuring relationships between individuals that aim to empower users by reducing the negative effects of hierarchy in their immediate interaction and the work they do together.

**Inclusion** An organizational effort and practice in which different groups or individuals having different backgrounds are culturally and socially accepted and welcomed, and equally treated. Inclusive cultures make people feel respected and valued for who they are as an individual or group.

We are committed to ensuring that we follow the Ontario Human Rights Code (OHRT) and best practices from the Ontario Human Rights Commission (OHRC) when conducting interviews for Board member applicants.

**The Ontario Human Rights Code** states that every person has a right to equal treatment with respect to employment without discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

The right to “equal treatment with respect to employment” covers every aspect of the workplace environment and employment relationship.

**The Canadian Human Rights Act** entitles all individuals to equal opportunities without regard to race or colour, national or ethnic origin, religion, age, family or marital status, sex (including pregnancy or childbirth), pardoned convictions, disability (either physical or mental or as the result of dependence on alcohol or drugs), or sexual orientation.

Section 8 of the Act states that:

*It is discriminatory practice*

- (a) To use or circulate any form of application for employment, or*
- (b) In connection with employment or prospective employment, to publish any advertisement, or make any written or oral inquiry*

*That expresses or implies any limitation, specification or preference based on a prohibited ground of discrimination.*

## Application Review

The application process for perspective Board members will be led by City of London staff. The current Declaration of the Sole Shareholder identifies under section 6.0 Shareholder Matters

6.2 Shareholder to Appoint Directors. The Shareholder shall appoint the Board in accordance with the following:

- (a) Eligibility for Board Membership. To be eligible as a Director, an individual must to be statutorily disqualified from being a director under the Ontario Business Corporations Act (OBCA) or otherwise, and shall be a resident Canadian, residing in or paying property taxes to the City of the County of Middlesex. In addition, members of Council and County Council who act as Directors:
  - (i) Shall have been elected to such office by qualified electors pursuant to the provisions of the Municipal Elections Act, 1996, as amended or shall have been appointed as a member of Council pursuant to section 263 (Filling Vacancies) of the Municipal Act, 2001, as amended.
  - (ii) Shall be approved as candidates for the Board by resolution of Council or County Council, as applicable.
- (c) Qualifications of Directors. In appointing Directors to the Board, the Shareholder shall give due regard to the qualifications of Citizens with the aim of ensuring that the Board collectively represents a range of relevant expertise including with respect to:
  - (i) Social Housing,

- (ii) Community Development,
- (iii) Business and Financial Management,
- (iv) Corporate governance responsibilities,
- (v) Organizational development,
- (vi) Labour relations,
- (vii) Legal and/or legal aid experience,
- (viii) Landlord and tenant and social services matters.

The development of a new process that will be outlined in an updated Declaration of the Sole Shareholder will provide an opportunity for this Subcommittee to conduct an assessment review on the suitability of people under consideration for Board positions for LMCH.

The Subcommittee needs to ensure that any information being sought through a more extensive application process is relevant to the Board role and to be cautious that we not let discriminatory elements affect the selection process.

The assessment process must be fair and focus on each candidate's ability to perform the essential duties of their role. The Subcommittee should develop set questions in advance, to be asked of all the applicants. The questions should be based on bona fide requirements. Before the formal assessment starts, the Subcommittee will create an answer guide showing the desired answers and a marking scheme. The Subcommittee will also develop a decision matrix and finalize weighting of each category in advance of review of applications and then each member of the Subcommittee can record and score each candidate's answers against this guide.

As part of the process of reviewing applications the Subcommittee could follow up to seek clarification from candidates, this would need to be done with all candidates and the additional information received would then need to be provided to Council.

This kind of approach will help the Committee avoid making decisions based on subjective considerations such as "suitability". This process should be the same for each candidate and determined in advance, subject to accommodation needs.

The decision-making process should be uniform, consistent, transparent, fair, unbiased, comprehensive, and objective. Once the recommendations are made the Subcommittee should be able to document non-discriminatory reasons for recommending or not recommending each candidate.

Written records from the interview and the entire competition should be kept for at least six months if no complaint about the process is made, and longer if a human rights claim is made.

# Decision Matrix

To be developed at Committee (Sample Only)

<b>LMCH Board Member</b>	<b>Applicant 1</b>	<b>Applicant 2</b>	<b>Applicant 3</b>	<b>Applicant 4</b>
<b>Quantitative Requirements</b>				
Education				
Previous Board Experience				
Resident of London/Middlesex County				
Resident of LMCH				
Social Housing Experience				
Corporate Governance Responsibilities				
Legal and/or Legal Aid Experience (Esp Landlord & Tenant)				
Organizational Development				
Community Development Experience				
<b>Qualitative Requirements</b>				
Exceptional/Very good communications skills				

## HRGC- 22- 10

TO: Human Resources and Governance Committee

FROM: Paul Chisholm, Chief Executive Officer

SUBJECT: **Board Governance Update**

DATE: November 25, 2022

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### Purpose:

To update the Human Resources and Governance Committee on several governance initiatives underway at LMCH.

### RECOMMENDATION:

That the Board Governance Updates **BE RECEIVED** for information.

### OVERVIEW:

LMCH staff are working on several initiatives in the areas of Governance either at the request of the Board or as staff initiatives to support good governance. This report provides an update on these initiatives. Where approval is required, separate reports will go to the appropriate committee(s) and to the Board of Directors.

### Procurement Policy

The Board of Directors has requested that LMCH staff review the current Procurement Practices, Processes and Policies to identify opportunities to streamline the approval of procurement at LMCH to support investment in communities while maintaining appropriate controls in the process that support good governance. LMCH staff have started to plan this work with the objective of providing a report to the Board in Q2 2023 with recommendations that support this objective.

### Review Steps and timeline

- Key Questions to Answer
  - What are the appropriate signing authorities and levels of Managers, Directors, and the CEO of LMCH?
  - Are there procurements that require the approval/authorization of the Finance Committee that will not need Board Approval/Authorization?

- Is there a different way to approve key expenditures in the annual operating or capital budgets that eliminate the need for additional Board approval?
- What are the types of procurements that should always receive Board approval/authorization?
- Environmental Scan:
  - LMCH has initiated an environmental scan of the 13 local housing corporations to determine best practices and authorities related to procurement.
  - LMCH will review procurement practices and policies of the City of London and the related agencies, boards, and corporations.
  - LMCH will look for comparable public sector organizations for additional best practices.
- Critical Path:
  - LMCH has hired a Procurement Manager who will take the lead on this initiative.
  - The environmental scan will be completed by the end of 2022.
  - LMCH Staff will review options and make recommendations in Q1 2023 to the Senior Leadership Team.
  - The recommendations will be reviewed by Board Committees and be presented for Board approval in Q2 2023.

### Delegation Policy

At the Human Resources and Governance Committee August 03, 2022, the HRG Committee and LMCH discussed the current LMCH Delegation Policy and the need to review and revise this policy. An environmental scan is nearing completion and the policy will be coming back to the HRG for review and approval in Q1 2023. The policy is meant to provide an opportunity for stakeholders to provide input on LMCH policies and practices direct to the Board of Directors to inform decision making. Based on work to date the policy will include recommendations based on best practices in the sector, including:

- Delegations take place at the board of Director Level and not the committee level
- Delegation length is normally between 5-10 minutes. The current LMCH policy that provides 10 minutes.
- A written request is required to initiate a delegation.
- Delegation to the Board should not be about an individual tenant decision or issue that can be best managed by staff.

### Onboarding Program for New Directors

LMCH is in the process of reviewing the onboarding process for new Directors. There have been limited onboarding of new Directors in the past few years, partly because of COVID-19 restricting the ability to meeting in person and because the turnover of Board Directors since the community Board was reinstated in 2020. With 3 new Directors joining the Board in late 2022 and early 2023, LMCH is reviewing the approach we take to onboarding and orientating of new Directors.

In addition, we began updating our policy on the most effective process to onboard our new Directors when applicable. This includes building a new PowerPoint presentation to help the new board member(s) understand their roles and responsibilities.

It is hoped that this work will be done in time to complete a structured onboarding process in early 2023 for new Directors and current Directors that are interested in participating in this process.

Virtual and Hybrid Meetings:

LMCH has been holding Board meetings either virtually or in a hybrid manner since the beginning of the pandemic. LMCH has confirmed that the use of virtual and hybrid meetings is consistent with our requirements to meet. As noted, LMCH does allow for Board Members to attend board meetings through electronic communication methods such as Zoom and Teams. The following excerpt was taken from LMCH’s Board of Directors Handbook.

**3. MEETINGS OF DIRECTORS**

**3.01 Meetings by Telephone** – Where all the Directors present at or participating in the meeting have consented, any Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone, electronic or other communications facilities as permitted that all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a Director participating in such a meeting by such means is deemed to be present at the meeting.

PREPARED and RECOMMENDED BY:	PREPARED and RECOMMENDED BY:
PAUL CHISHOLM, Chief Executive Officer	RYAN WINTER, Business Planner

## STAFF REPORT 2022-75

**TO:** LMCH Board of Directors  
**FROM:** Paul Chisholm, Chief Executive Officer  
**SUBJECT:** Annual Pay Adjustments  
**DATE:** December 8, 2022

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### PURPOSE

To inform the LMCH Board of Directors of the upcoming pay increase for bargaining unit staff and receive approval to provide an annual pay increase to management and exempt staff not covered by the collective agreement between LMCH and CUPE Local 101.3.

### RECOMMENDATION:

That the Board of Directors approve the following recommendations:

1. Approve a pay increase for management and exempt staff pay bands of 2.00% to take effect January 1, 2023; and
2. Authorize LMCH staff to take the necessary steps to give effect to the above recommendation(s).

### HUMAN RESOURCES AND GOVERNANCE COMMITTEE UPDATE:

On November 30<sup>th</sup> the Human Resources and Governance Committee met and reviewed the 2023 Annual Salary Adjustments report. A report overview and additional details were provided to the Committee and a MOTION to RECEIVE and APPROVE the report recommendations and to send report to the Board of Directors for Approval was PASSED Unanimously.



**BACKGROUND:**

LMCH negotiated a collective agreement with CUPE Local 101.3 that is effective January 1, 2020 through December 31, 2023. As part of this negotiation, annual wage increases were negotiated for bargaining unit members as set out in the table below.

Year	% Increase
2020	1.75%
2021	1.75%
<b>2022</b>	<b>1.85%</b>
2023	2.00%

The practice of LMCH is to apply the same annual increase to salary bands for Management and Exempt staff that is awarded to members covered under the collective agreement.

With this approval, Management and exempt staff will receive a 2% increase on the anniversary of their date of Hire.

Employees who are already at the top of the salary band will get the 2% increase.

Employees not at the top of the salary band (Management, exempt and bargaining) will also see an increase as they move to the next step in the salary band

**REASON FOR RECOMMENDATION:**

In order to maintain this current pay structure, continue to attract top talent, and reduce turnover costs and risks associated with the loss of industrial knowledge, LMCH is looking for the Board of Directors to support the recommendation to approve a 2.00% to be applied for management and exempt staff in 2023. This increase is in line with the bargaining unit pay increase and will mitigate any compression issues.

This recommendation is consistent with past practices regarding non-bargaining unit annual pay increases. This annual increase has been included in the 2023 budget.

<b>PREPARED and RECOMMENDED BY:</b>
<b>PAUL CHISHOLM CHIEF EXECUTIVE OFFICER</b>

## STAFF REPORT 2022-76

**TO:** LMCH Board of Directors

**FROM:** Paul Chisholm, Chief Executive Officer

**SUBJECT:** 2023 Meeting Schedule

**DATE:** December 8, 2022

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### **PURPOSE**

To provide a set of Board and Committee meeting dates for 2023 to support Board planning and confirm availability of Directors for required meetings

### **RECOMMENDATION:**

That the report be received for information and that the Board of Directors complete and full review.

### **HUMAN RESOURCES AND GOVERNANCE COMMITTEE UPDATE:**

On November 30<sup>th</sup> the Human Resources and Governance Committee met and reviewed the 2023 Meeting Schedule Report. Discussion on future meeting times and dates for Board and Subcommittee meetings were reviewed. MOTION to RECEIVE and APPROVE the report, meeting schedule and to send report to the Board of Directors for Approval was PASSED Unanimously.

### **BACKGROUND:**

LMCH Board meetings are traditionally held on the third Thursday of the month. While Board meetings have been held monthly in the past, the plan is to work to reduce the frequency of meetings and provide some opportunity for Board workshops and development through the course of the year.

Each Board Committee is required to meet no less than 4 times annually. The frequency and timing of Committee meetings will depend on the approved workplan, and availability of individual directors.

The proposed meeting dates in this report are based on initial workplans that have not been approved by the Board, anticipates a requirement of the Finance Committee to meet frequently to approve procurement activity, may need to be adjusted to support critical time sensitive approvals including the approval of the Audited Financial Statements and has not been tested against Director availability.

**LMCH Board of Directors Meeting Schedule 2023:**

Third Thursday of the Month @ 5:30pm

January 19, 2023	July 20, 2023
February 16, 2023	August 17, 2023
March 16, 2023	September 21, 2023
April 20, 2023	October 19, 2023
May 18, 2023	Nov 16, 2023
June 15, 2023	Dec 14, 2023

**Finance Committee Meeting Schedule 2023:**

Normally the first Wednesday of the month @ 5:00pm

<b>Finance Committee Meeting Date</b>		<b>Board Meeting Date</b>
February 1 <sup>st</sup>		February 16, 2023
March 1 <sup>st</sup>		March 16, 2023
April 5 <sup>th</sup> *	Procurement Approvals – as required	April 20, 2023
May 3 <sup>RD</sup>		May 18, 2023
June 7 <sup>th</sup> *	Procurement Approvals – as required	June 15, 2023
July 5 <sup>th</sup> *	Procurement Approvals – as required	July 20, 2023
August 2 <sup>nd</sup> *	Procurement Approvals – as required	August 17, 2023
September 6		September 21, 2023
October 4 <sup>th</sup>		October 19, 2023
November 6 <sup>th</sup> *	Procurement Approvals – as required	Nov 16, 2023
December 7 <sup>th</sup>		Dec 14, 2023

**Tenant Services Committee Meeting**

Meeting starts @ 5:00pm

<b>TS Committee Meeting Date</b>	<b>Board Meeting Date</b>
Monday February 6 <sup>th</sup>	February 16 <sup>th</sup>
Wednesday May 31 <sup>st</sup>	June 15 <sup>th</sup>
Wednesday September 27 <sup>th</sup>	October 19 <sup>th</sup>
Wednesday November 29 <sup>th</sup>	December 14 <sup>th</sup>

**Human Resources & Governance Committee Meeting**

Meetings start @ 5:00pm

<b>HRG Committee Meeting Date</b>	<b>Board Meeting Date</b>
Wednesday February 22 <sup>nd</sup>	March 16 <sup>th</sup>
Wednesday April 26 <sup>th</sup>	May 18 <sup>th</sup>
Wednesday July 26 <sup>th</sup>	August 17 <sup>th</sup>
Wednesday November 22 <sup>nd</sup>	December 14 <sup>th</sup>

**CONCLUSION:**

Individual Directors will be polled for availability in the coming weeks for meeting dates and times notes. Directors are requested to place holds in their calendars for these meetings and identify any conflicts so that LMCH can finalize the meeting schedule for the Board and Committees in early 2023.

<b>PREPARED and RECOMMENDED BY:</b>
<b>PAUL CHISHOLM, CHIEF EXECUTIVE OFFICER</b>

## STAFF REPORT 2022-77

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud Director of Property Services & Asset Management

**SUBJECT:** Contractor Award Electrical Upgrades – 872 William St. (RFT 2022-0004-3)

**DATE:** December 8, 2022

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### PURPOSE:

The purpose of this report is to seek the LMCH Board of Directors Approval to award a contract for electrical upgrades at 872 William St. London ON, based on the outcome of Request for Tender (“RFT”) 2022-0004-3.

Board of Director’s approval is required for this contractor award as it exceeds the \$75,000 financial approval limit of LMCH’s CEO as set out in “Purchasing Policies and Guidelines”.

### RECOMMENDATION:

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. **APPROVE** the award of the work to Dielco Electric for the sum of \$198,000 (exclusive of taxes) to replace the main switchgear, distribution panels, and to provide short circuit study at 872 William St. as per the outcome Request for Tender (RFT) 2022-0004-3
2. **AUTHORIZE** LMCH staff to take the necessary steps to give effect to the above recommendation(s).

### BACKGROUND:

In 2019, EXP Services conducted a detailed inspection of the electrical systems and standby generator sets at all of LMCH high rise buildings. EXP supplied comprehensive reports, including thermal imaging scans from the inspections. The reports summarized electrical components to prioritize replacement/upgrades to prevent possible system failures and liabilities. William St. electrical systems is from the original building construction in 1966, with obsolete and difficult to source components.

Project 2022-0004-3 includes priority work to replace the existing main switch gear and distribution panels in the electrical utility room as well as suite distribution panels in the building's corridors.

#### **TENANT IMPACT:**

Power will be disrupted to tenant suites for a maximum of eight (8) hours on the day of the main electrical equipment updates. LMCH Staff Members will be on site for the duration of the power disruptions.

Disruption of service notices will be delivered to tenants and notices will be posted in common areas of the building. Should this work be completed during the heating season, heat to tenant suites will not be affected by the electrical work being completed.

This building is equipped with a standby backup generator. The generator will ensure that all the life safety building components are continuously operable during the project. To mitigate risks, staff will continuously monitor the performance and timing of the contractor during the project. Direct contact between the contractors and tenants will be minimal.

#### **PROCUREMENT PROCESS:**

An RFT was posted to Bids & Tenders on October 25, 2022 and closed on November 9, 2022. Two (2) submissions were received. The submissions were evaluated and scored, factoring; Bid compliance, Fees, Qualifications and Comparable projects as outlined in the Selection Criteria section of the tender.

Dielco Electric submitted the successful bid and is recommended for the work. Overall, Dielco Electric's submission satisfied all mandatory requirements. The recommendation is based on awarding the work as per the RFT requirements.

#### **FINANCIAL IMPACT:**

The 2022 Capital Budget business unit LMH2619- LMCH Infrastructure Gap, has \$208,012 allocated for electrical upgrades at 872 William St. There is a mandatory \$25,000 allowance built into bid submission. It is important to note that the bid submissions included information about a significant industry wide shortage on equipment and materials. The electrical components for this work have a lead time of approximately 33 weeks after the shop drawings have been approved.

**LEGAL IMPACT / RISK MANAGEMENT:**

EXP Services Inc. will be providing construction administration service, responsible for payment certifications, site instructions, change notices, field reports, certificate of substantial completion, safety inspections etc.

Vendor insurance, WSIB and performance bonds were included in the bid submission received from Dielco Electric.

PREPARED and SUBMITTED BY:	STAFF CONTACT:
Phil Renaud DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	Bill Leslie MANAGER, CAPITAL PROJECTS & CONSTRUCTION



## STAFF REPORT 2022-78

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud, Director of Property Services & Asset Management

**SUBJECT:** Contractor Award –Electrical Upgrades – 39 Tecumseh Ave. (RFT 2022-0004-4)

**DATE:** December 8, 2022

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### PURPOSE:

The purpose of this report is to seek the LMCH Board of Directors Approval to award a contract for electrical upgrades at 39 Tecumseh Ave. London ON, based on the outcome of Request for Tender (“RFT”) 2022-0004-4.

Board of Director’s approval is required for this contractor award as it exceeds the \$75,000 financial approval limit of LMCH’s CEO as set out in “Purchasing Policies and Guidelines”.

### RECOMMENDATION:

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. **APPROVE** the award of the work to Dielco Electric for the sum of \$154,000 (exclusive of taxes) to replace the main, distribution panels, and to provide short circuit study at 39 Tecumseh Ave. as per the outcome Request for Tender (RFT) 2022-0004-4
2. **AUTHORIZE** LMCH staff to take the necessary steps to give effect to the above recommendation(s).

### BACKGROUND:

In 2019, EXP Services conducted a detailed inspection of the electrical systems and stand by generator sets at all LMCH high rise buildings. EXP supplied comprehensive reports, including thermal imaging scans from the inspections. The reports summarized electrical components to prioritize replacement/upgrade to prevent possible system failures and liabilities.



The buildings at 39 Tecumseh were identified through this inspection as requiring work. The electrical systems at this site are from the original building construction in 1961, with obsolete and difficult to source components.

Project 2022-0004-4 includes priority work to replace the existing main distribution panels in the electrical utility room as well as suite distribution panels in the building's corridors.

### **TENANT IMPACT:**

Power will be disrupted to tenant suites for a maximum of eight (8) hours on the day of the main electrical equipment updates. LMCH Staff Members will be on site for the duration of the power disruptions.

Disruption of service notices will be delivered to tenants and notices will be posted in common areas of the building. Should this work be completed during the heating season, heat to tenant suites will not be affected by the electrical work being completed.

This building is not equipped with a standby backup generator. Firewatch will be in effect for the duration of the power disruptions including notice to the London Fire Department

To mitigate risks, staff will continuously monitor the performance and timing of the contractor during the project. Direct contact between the contractors and tenants will be minimal.

### **PROCUREMENT PROCESS:**

An RFT was publicly posted to Bids & Tenders on October 24, 2022, and closed on November 9, 2022. Three (3) submissions were received. The submissions were evaluated and scored, factoring; Bid compliance, Fees, Qualifications and Comparable projects as outlined in the Selection Criteria section of the tender.

Dielco Electric submitted the successful bid and is recommended for the work. Overall, Dielco Electric's submission satisfied all mandatory requirements. The recommendation is based on awarding the work as per the RFT requirements.

### **FINANCIAL IMPACT:**

The 2022 Capital Budget business unit LMH2619- LMCH Infrastructure Gap, has allocated \$164,133 for electrical upgrades at 39 Tecumseh Ave. The bid submitted by

Dielco falls within this budget and includes a mandatory \$25,000 contingency allowance built into bid submission to address any unexpected issues arising in the project.

It is important to note that the bid submissions included information about a significant industry wide shortage on equipment and materials. The electrical components for this work have a lead time of approximately 33 weeks after the shop drawings have been approved.

**LEGAL IMPACT / RISK MANAGEMENT:**

EXP Services Inc. will be providing construction administration service, responsible for payment certifications, site instructions, change notices, field reports, certificate of substantial completion, safety inspections etc.

Vendor insurance, WSIB and performance bonds were included in the bid submission received from Dielco Electric.

PREPARED and SUBMITTED BY:	STAFF CONTACT:
Phil Renaud DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	Bill Leslie MANAGER, CAPITAL PROJECTS & CONSTRUCTION

## STAFF REPORT 2022-79

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud, Director of Property Services & Asset Management

**SUBJECT:** Contractor Award Electrical Upgrades – 580 Dundas St. (RFT 2022-0004-2)

**DATE:** December 8, 2022

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### PURPOSE:

The purpose of this report is to seek the LMCH Board of Directors Approval to award a contract for electrical upgrades at 580 Dundas St. London ON, based on the outcome of Request for Tender (“RFT”) 2022-0004-2.

Board of Directors approval is required for this contractor award as it exceeds the \$75,000 financial approval limit of LMCH’s CEO as set out in “Purchasing Policies and Guidelines”.

### RECOMMENDATION:

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. **APPROVE** the award of the work to Dielco Electric Ltd. for the sum of \$213,000 (exclusive of taxes) to replace the main switchgear, distribution panels, and to provide short circuit study at 580 Dundas St. as per the outcome Request for (RFT) 2022-0004-2
2. **AUTHORIZE** LMCH staff to take the necessary steps to give effect to the above recommendation(s).

### BACKGROUND:

In 2019, EXP Services conducted a detailed inspection of the electrical systems and stand by generator sets at all LMCH high rise buildings. EXP supplied comprehensive reports, including thermal imaging scans from the inspections. The reports summarized electrical components to prioritize for replacement/upgrade to prevent possible system failures and liabilities.

The inspection identified that work was required on the 580 Dundas St. electrical systems. The electrical systems are from the original building construction in 1968, with obsolete and difficult to source components. Failure to replace the electrical system could lead to system failure and/or delays in repairs should individual components fail.

Project 2022-0004-4 includes priority work to replace the existing main distribution panels in the electrical utility room, as well as suite distribution panels in the building's corridors.

### **TENANT IMPACT:**

Power will be disrupted to tenant suites for a maximum of eight (8) hours on the day of the main electrical equipment updates. LMCH Staff Members will be on site for the duration of the power disruptions.

Disruption of service notices will be delivered to tenants and notices will be posted in common areas of the building. Should this work be completed during the heating season, heat to tenant suites will not be affected by the electrical work being completed.

This building is equipped with a standby backup generator. The generator will ensure that all the life safety building components are continuously operable during the project. To mitigate risks, staff will continuously monitor the performance and timing of the contractor during the project. Direct contact between the contractors and tenants will be minimal.

### **PROCUREMENT PROCESS:**

An RFT was posted publicly to Bids & Tenders on October 24, 2022 and closed on November 9, 2022. Three (3) submissions were received. The submissions were evaluated and scored, factoring; Bid compliance, Fees, Qualifications and Comparable projects as outlined in the Selection Criteria section of the tender.

Dielco Electric submitted the successful bid and is recommended for the work. Overall, Dielco Electric's submission satisfied all mandatory requirements. The recommendation is based on awarding the work as per the RFT requirements.

### **FINANCIAL IMPACT:**

The 2022 Capital Budget business unit LMH2619- LMCH Infrastructure Gap, has allocated \$249,659 for electrical upgrades at 580 Dundas St. The bid submitted by Dielco

falls within this budget and includes a mandatory \$25,000 contingency allowance built into bid submission to address any unexpected issues arising in the project.

It is important to note that the bid submissions included information about a significant industry wide shortage on equipment and materials. The electrical components for this work have a lead time of approximately 33 weeks after the shop drawings have been approved.

**LEGAL IMPACT / RISK MANAGEMENT:**

EXP Services Inc. will be providing construction administration service, responsible for payment certifications, site instructions, change notices, field reports, certificate of substantial completion, safety inspections etc.

Vendor insurance, WSIB and performance bonds were included in the bid submission received from Dielco Electric.

PREPARED and SUBMITTED BY:	STAFF CONTACT:
Phil Renaud DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	Bill Leslie MANAGER, CAPITAL PROJECTS & CONSTRUCTION

## STAFF REPORT 2022- 80

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud Director of Property Services & Asset Management

**SUBJECT:** Contractor Award – Kitchen Cabinet & Countertop Replacements – Penny Lane Strathroy Ontario (RFT 2021-0012)

**DATE:** November 30, 2022

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### PURPOSE:

The purpose of this report is to seek the LMCH Board of Directors Approval to award a contract for – Kitchen Cabinet & Countertop Replacements – Penny Lane Strathroy Ontario (RFT 2021-0012).

Board of Directors approval is required for this contractor award as it exceeds the \$75,000 financial approval limit of LMCH’s CEO as set out in the LMCH “Purchasing Policies and Guidelines”.

### RECOMMENDATION:

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. **APPROVE** the award of the contract For the Replacement of Kitchen Cabinets & Countertops at twenty (20) semi-detached homes on Penny Lane in Strathroy as tendered on Bids and Tenders for the sum of \$237,462.50 (exclusive of taxes).
2. **AUTHORIZE** LMCH staff to take the necessary steps to give effect to the above recommendation(s).

### BACKGROUND:

The kitchens in the 20 semidetached homes on Penny Lane, Strathroy are from the original 1975 house construction. The units have a range of 2, 3, 4 & 5 bedrooms and are equipped with very aged and failing galley style kitchens.

This report marks the third tender request for this project. Two (2) previous requests for tenders were issued to Bids & Tenders online bidding platform in both November 2021 and February 2022. Both previous RFT’s produced unsatisfactory bid results. The lack of

interest in the project was determined to be due to the large scope which included some structural work, in an effort to increase to size of some of the kitchens, especially in the 4- & 5-bedroom units. The current RFT was revised, omitting the structural work, thus focusing on a quality full kitchen cabinet update within the current space.



Typical kitchen, Penny Lane *(Image taken during unit vacancy turnover)*

## PROJECT OVERVIEW:

### Kitchen Cabinet & Countertop Replacements

- New cabinets, counter tops,
- New kitchen flooring
- Repaint kitchens
- Repair and/or upgrade all associated electrical and plumbing as required.

## PROCUREMENT PROCESS:

An RFT was publicly posted to Bids & Tenders and closed October 13, 2022. Eighteen (18) companies registered, with six (6) bid submissions being received. Miko's Woodworking Inc. was the lowest compliant bidder of the six (6) submissions. Overall, Miko's Woodworking's bid submission satisfied all mandatory requirements. The professional references, submitted by the proponent were contacted to verify that Miko's Woodworking Inc. would be able to fulfill the tender as per the project contract. The recommendation is based on awarding the work as per the RFT requirements.

## TENANT IMPACT:

The scope of this project includes work that will disrupt the daily routines of the tenants of each unit. Tenants will likely be without a fully functioning kitchen for approximately three days. Every effort to ensure that Kitchen appliances will be operational throughout the project will be taken.

Each tenant will be provided with help to prepare the kitchens for work by assisting in packing and unpacking of kitchen cabinets etc. Once a project timeline is established, LMCH will engage with each tenant to ensure they are supported through this work.

**FINANCIAL IMPACT:**

The 2022 Capital Budget, business unit LMH2619 - LMCH Infrastructure Gap, has \$321,428 allocated for Kitchen Cabinets & Countertop Replacements – Penny Lane. Engineering and Project Administration has been contracted to IRC Building Sciences through a separate process. Awarding this contract to Miko Woodworking Inc. for \$237,462.50 will be within funding budgeted for this project leaving sufficient funding for tenant supports required in the project.

2021-0012 Financial Impact	Contractual Commitments	Effective HST.	Total Budget Remaining
2022 Budget Allocation	\$321,428.44		\$321,428.44
Engineering/ Project Administration	\$9,000.00	\$158.42	\$311,258.44
Project Construction	\$237,462.50	\$4,144.10	\$79,687.84

**LEGAL IMPACT / RISK MANAGEMENT:**

Vendor insurance, WSIB and performance bonds were included in the bid submission received from Miko Woodworking Inc.

PREPARED and SUBMITTED BY:	STAFF CONTACT:
PHIL RENAUD DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	BILL LESLIE MANAGER, CAPITAL PROJECTS & CONSTRUCTION





## STAFF REPORT 2022-81

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud, Director of Property Services and Asset Management

**SUBJECT:** Contractor Award Roof Replacements- 39 Tecumseh Ave. (RFP 2021-0006)

**DATE:** December 8, 2022

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### PURPOSE:

The purpose of this report is to seek the LMCH Board of Directors Approval to award a contract for – Roof Replacements - 39 Tecumseh Ave. E. (RFP 2021-0006).

Board of Directors approval is required for this contractor award as it exceeds the \$75,000 financial approval limit of LMCH’s CEO as set out in the LMCH “Purchasing Policies and Guidelines”.

### RECOMMENDATION:

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. **APPROVE** the award of the work to H&N Roofing and Sheet Metal for the sum of \$508,444 (exclusive of taxes) – For Roof Replacements at all three (3) buildings located at 39 Tecumseh Ave. E. London Ontario as per the outcome of Request for Proposal (RFP) 2021-0006.
2. Recommend the approval of this RFP award to the Board of Directors; and
3. **AUTHORIZE** LMCH staff to take the necessary actions to implement the above recommendations.

### BACKGROUND:

A roof condition study was completed in December 2021 by IRC Consulting Group. The study concluded that all three (3) roofs were in “Very poor condition” and recommended “Replacement as soon as possible”. This work includes replacement of low slope roofing systems at all three low rise buildings located at 39 Tecumseh Ave. E. London Ont.

## PROCUREMENT PROCESS:

An RFP was publicly posted to Bids & Tenders and closed June 10, 2022. Eleven (11) companies registered, with five (5) bid submissions being received. T. Hamilton & Son Inc. was the lowest compliant bidder of the five (5) submissions. After initial contract award this company was not able start the project as set out in their tender response.

The next compliant bidder, H&N Roofing and Sheet, Metal satisfied all mandatory requirements. The professional references, submitted by the proponent were contacted to verify that H&N Roofing and Sheet Metal would be able to fulfill the tender as per the project contract. The work will be scheduled for completion by the end of Q2, 2023. The recommendation is based on awarding the work as per the RFP requirements.

## FINANCIAL IMPACT:

The 2022 Capital Budget has \$859,863 allocated for Roof Investigations, Repairs & Replacements. Awarding this contract to H&N Roofing and Sheet Metal for \$508,444 will allow \$288,002 for contingency, as well as other roofing repairs anticipated as a result of the current roof investigations.

Project Budget (LMH2619 - LMCH Infrastructure Gap)	\$859,863
Budget funds spent/committed to date (Roof investigations & Engineering)	\$63,417
Tecumseh Roof Replacements (Staff Recommendation)	\$508,444
Total spend including Tecumseh Roof Replacement	\$571,861
Remaining Project budget	\$288,002

## LEGAL IMPACT / RISK MANAGEMENT:

Vendor insurance, WSIB and performance bonds were included in the bid submission received from H&N Roofing and Sheet Metal. The work included in the scope of this project will not significantly disrupt the daily routines of the tenants of 39 Tecumseh Ave. E. There will be some construction equipment on site as part of the project. Tenants will be notified of this work along with timing and how to contact staff if they have questions or concerns.

Both LMCH Staff and IRC Consulting Group will be supporting this project with regular site visits and inspections.

SUBMITTED BY:	STAFF CONTACT:
PHIL RENAUD DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	BILL LESLIE MANAGER, CAPITAL PROJECTS & CONSTRUCTION



## STAFF REPORT 2022- 82

**TO:** LMCH Board of Directors

**FROM:** Scott Robertson, Construction Project Manager

**SUBJECT:** 2021-0008 Limberlost Asphalt Replacement – Contract Award Recommendation

**DATE:** December 8, 2022

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### PURPOSE:

The purpose of this report is to seek the LMCH Board of Directors approval to award a contract for asphalt replacement at the LMCH family site Limberlost.

Board of Directors approval is required for this contract award as it exceeds the \$75,000.00 financial approval limit of LMHC’s CEO as set out in *“Purchasing Policies and Guidelines”*.

### RECOMMENDATION:

That the LMCH Board of Directors APPROVE the following recommendations:

1. Approve the award of the contract for the asphalt replacement at Limberlost Family Site to Brantco Construction as tendered in RFQ 2021-0008 on Bids and Tender for the sum of **\$766,980.00** (exclusive of taxes); inclusive of Contingency and Cash Allowance 01 & 02.
2. Authorize LMHC staff to take the necessary steps to give effect to the above recommendation(s).

### BACKGROUND

LMCH identified hard surface repairs as a project initiative at our Limberlost family site.

IRC consultants were retained to complete drawings and specifications for the asphalt replacement project at the Limberlost Family Site. The public tender issued November 1, 2022, included for complete removal and replacement at all driveways and 8 parking lots. In addition, curb replacement where required, curb cut-outs, reinforced concrete pads, infills, reinstatement of speed bumps, tactile inserts for barrier free access and line painting were included in the tender documents.

All bidders were required to include WSIB, proof of insurance requirements, references, project similarity examples and indicate that no current litigation on the contractor were being pursued. A mandatory walk through was conducted on November 16th, 2022. The online submissions received from [bidsandtenders.ca](https://bidsandtenders.ca) on November 30th, 2022, included 10 respondents.

## REASON FOR RECOMMENDATIONS:

In consultation with IRC Engineering it is our recommendation to award **(Brantco Construction)** a contract to include for separate price items as listed above. LMCH will enter into a CCDC2 contract upon board approval.

Below highlights of Bidder 3 submission:

- Project Similarities:
  - TVDSB - Thames Valley District School Board (2.2 M work performed in 2021)
  - City of Kitchener (1.95M work performed in 2021)
  - Perth County (3.16M work performed last year)
- Strong line of credit value: \$1,000,000.00
- Commence work April 2023
- Low bidder
- Positive reference checks on previous project's
- 40 working days to complete work (Weather Dependent)

## TENANT IMPACT:

The project was priced as a 3 phased project, this strategy will ensure enough parking is maintained and available for the tenants. Notices to tenants will be sent via door drop two weeks prior to commencement of any site work with follow up notices as construction day nears. Tenants will be informed of possible dust and fumes during the construction. Pylons and construction safety fence will be in place identifying the construction area and provide a safe working area for Contractor and Tenants. There will be no construction on weekends and holidays. Weather dependent project completion is anticipated within 40 working days. Contractor to adhere to all City of London construction noise by-law requirements.

Upon completion a level surface with new speed bumps will allow all users a smooth transition on site. Improved garbage collection areas defined accessible parking areas and an overall enhancement to the Limberlost site.

The work is expected to commence mid-April 2023, and completion within 40 working days.

## LEGAL IMPACT / RISK MANAGEMENT:

The submission submitted by Brantco Construction and recommended in this report is compliant with the requirements of the LMCH as set out in RFQ – 2021-0008 (Appendix 3) including the following measures to manage risk on the project:

- \$25,000.00 general contingency in their bid, due to potential unforeseen conditions.
- \$25,000 Cash allowance for unexpected site conditions
- \$10,000.00 Cash allowance for Testing and Inspections (Geotechnical Report and Compaction Testing)
- 50% Labour & Materials Payment Bond and 100% Performance Bond was provided.
- Certificate of Liability Insurance 5M General Liability, 2M each occurrence and 2M personal injury insurance
- The proponent is using its own forces for the scope of work outlined in this RFQ and has over 100 full time employees
- Valid WSIB clearance.
- The proponent attended the mandatory site walk through and has confirmed acceptance and review of 4 of 4 addendums issued by LMCH
- They are involved in litigation for any current or past projects

## APPENDIX:

Appendix 1: Consultant Recommendation

Appendix 2: Bidder 3 Tender Submission

Appendix 3: LMCH RFQ (Including Addendums 1 to 4)

PREPARED and SUBMITTED BY:	STAFF CONTACT:
PHIL RENAUD DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	SCOTT ROBERTSON New Construction Project Manager

# Appendix 1: Consultant Recommendation



London & Middlesex Community Housing  
 1299 Oxford St. E.  
 London, Ontario  
 N5Y 4W5

December 01, 2022

**Attention: Mr. Scott Robertson**

RE: Pavement Replacement  
 1481 Limberlost Rd., London, ON

Dear Mr. Robertson,

Further to our review of the bids submitted by the contractors, here is a summary of our findings and our recommendations.

Ten (10) bids were submitted in response to the call for bids. The three (3) lowest and competitive bid results are listed below.

Contractor	Base Bid	Construction Contingency	HST	Base Bid Total
<b>Brantco Construction</b>	<b>\$ 741,980.00</b>	<b>\$ 25,000.00</b>	<b>\$ 99,707.40</b>	<b>\$ 866,687.40</b>
Melrose Paving Co. LTD.	\$ 748,772.05	\$ 25,000.00	\$ 100,590.37	\$ 874,362.42
Five Star Paving Inc.	\$ 780,402.21	\$ 25,000.00	\$ 104,702.29	\$ 910,104.50

All bid totals should be verified with the successful bidder prior to award.

There are several concerns/comments IRC has with the submitted bids:

- Brantco Construction.: Contractors bid is the lowest of the 10 submitted. Brantco is listed as 20 days to start and 40 days to finish. Brantco has the second lowest mobilization cost. Brantco's cost for asphalt speed bumps is by far the lowest of the three Contractors noted above.
- Melrose Paving Co. LTD.: Contractor's bid is the second lowest of the 10 submitted, very competitive with Brantco. Melrose is listed as 10-15 days to start and 30 days to finish. Melrose has the lowest mobilization cost.
- Five Star Paving Inc.: Contractor's bid is the third lowest of the 10 submitted. Five Star Paving is listed as 30 days to start and 90 days to finish. Five Star Paving has the highest mobilization cost.

IRC recommends proceeding with the lowest bidder, Brantco Construction. IRC finds their bid to be competitive and has prior experience of successful projects with Brantco Construction.

Note: IRC added a construction contingency to the bid form along with the cash allowance that was adding via addendum during the bid process. There is currently \$50,000 added to the base bid total price for cash allowance/construction contingency.





**IRC Building Sciences Group**

4026 Meadowbrook Drive, Suite 131  
London, Ontario, N6L 1C7  
Tel: 519.652.5985, Fax: 519.652.9926  
Toll Free: 1.888.607.5245

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'M. Miller'.

Matthew Miller,  
*CAD & Specifications Manager*

## Appendix 2: Bidder 3 Tender Submission

**TENDER FORM**

Revised - Addendum 04 - November 23, 2022

<b>Project Title:</b>	2022 Paving Replacement
<b>Location:</b>	Limberlost Housing 1481 Limberlost Rd. London, ON,
<b>Submitted To:</b>	London & Middlesex Community Housing 1299 Oxford St. E. London, ON, N5Y 4W5
<b>Attention:</b>	Scott Robertson

We, BRANTCO CONSTRUCTION  
(Company Name)  
of 1555 BISHOP ST. CAMBRIDGE  
(Business Address)

having carefully examined the Tender Documents and Addenda No. 1 to No. 4 inclusive and having visited the Project Site and examined the conditions affecting the work; hereby offers to enter into a Contract to perform the Work required by the Tender Documents for the Stipulated Price of

EIGHT HUNDRED SIXTY SIX THOUSAND SIX HUNDRED EIGHTY  
SEVEN FORTY CENTS Canadian Dollars (\$866,687.40)

which includes any specified Cash and Contingency Allowances, Itemized prices, applicable taxes, including the Harmonized Sales Tax, and duties in force at this date, and all taxes known to be applicable during the construction period.

**Appendices to Tender:**

- The information on List of Tender Documents are provided and form an integral part of this Tender.
- A - List of Subcontractors
  - B - Price Breakdown
  - C - Unit Prices
  - D- Asphalt Cement Price Adjustment

**DECLARATIONS**

We hereby declare that:

- (a) we agree to perform the work in accordance with the agreed schedule, to be prepared after the award of Contract.
- (b) we hereby agree to commence the work in accordance with the Tender Documents within 20 working days of the award of the Contract (weather permitting).
- (c) we hereby agree to complete the work within 40 working days of mobilization (weather permitting)
- (d) this tender is open to acceptance for a period of sixty (60) days from the date of tender closing;

**Signatures:**

Signed, sealed and submitted for and on behalf of:

Company: BRANTCO CONSTRUCTION  
(Name)  
1555 BISHOP ST.  
(Street Address or Postal Box Number)  
CAMBRIDGE ON. N1R 7J4  
(City, Province & Postal Code)

**Signature:**

Name and Title: Tina DeKlartin, General Manager  
(Print or Type)

Witness: [Signature]

Name and Title: JOE GRACI  
(Print or Type)

Dated at Cambridge this 30 day of November, 2022.

APPENDIX "A"

<b>Project Title:</b>	2022 Paving Replacement
<b>Location:</b>	Limberlost Housing 1481 Limberlost Rd., London, ON,
<b>Submitted By:</b>	BRANTCO CONSTRUCTION

LIST OF SUBCONTRACTORS

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

Division or Section of Work	Name of Subcontractor or Supplier	Product
Asphalt Removal/Saw Cutting/Milling.	own forces	1'
Hot-Mix Asphalt (HMA) Supplier	↓	↓
General Excavation		
Backfilling		
Pavement Markings (Parking Lines)		
Pavement Crack Sealing (Asphalt Cracks)		
Concrete Work		
Catch Basin Adjustment/Replacement		
Material Testing		
Others		
Others		

**APPENDIX "B" STIPULATED PRICE BREAKDOWN**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	<b>BRANTCO CONSTRUCTION</b>

Table 1 shows the stipulated price breakdown for the items listed below. The Prices include the specified cost, overhead, profit and any applicable taxes in force at the date of tender.

Table 1						
No.	Spec. No.	Item No. and Description	Unit	Est. Qty.	Unit Rate	Total Price
B1.1	-	Mobilization:	L.S.	N/A	N/A	26 500
B1.2	-	Cash Allowance: Geotechnical Field-Testing & Compaction Testing	N/A	N/A	N/A	\$10,000.00
B1.3	-	Parking Lot 1 Rehabilitation:	L.S.	N/A	N/A	40 950
B1.4	-	Parking Lot 2 Rehabilitation:	L.S.	N/A	N/A	26 350
B1.5	-	Parking Lot 3 Rehabilitation:	L.S.	N/A	N/A	35 000
B1.6	-	Parking Lot 4 Rehabilitation:	L.S.	N/A	N/A	57 600
B1.7	-	Parking Lot 5 Rehabilitation:	L.S.	N/A	N/A	54 000
B1.8	-	Parking Lot 6 Rehabilitation:	L.S.	N/A	N/A	48 000
B1.9	-	Parking Lot 7 Rehabilitation:	L.S.	N/A	N/A	48 000
B1.10	-	Parking Lot 8 Rehabilitation:	L.S.	N/A	N/A	73 750
B1.11	-	Parking Lot 9 Rehabilitation:	L.S.	N/A	N/A	35 820
B1.12	-	Roadway 1 Rehabilitation:	L.S.	N/A	N/A	77 120
B1.13	-	Roadway 2 Rehabilitation:	L.S.	N/A	N/A	109 830
B1.14	-	Concrete Sidewalk at Roadway 2:	m2	260	131	34 060
B1.15	-	Install new asphalt speed bumps as shown on drawing A1.1:	Item	5	900	4 500
B1.16	-	Install new reinforced concrete pads as specified and shown on drawings:	L.S.	N/A	N/A	35 500
B1.17	-	Cash Allowance: Restoration - Grass sod / seeding, asphalt and repair as required.	N/A	N/A	N/A	\$25,000.00

<b>Subtotal (Excluding Taxes)</b>	<b>741,980</b>
<b>Construction Contingency</b>	<b>\$25,000</b>
<b>Sales Tax</b>	<b>99,707.40</b>
<b>Total Stipulated Price (Including Tax)</b>	<b>866,687.40</b>

**Notes:**

- .1 If required by the Owner or Appointed Representative, the successful bidder should be prepared to submit a price breakdown. The contractor agrees to do extra work or to delete work as the Owner or Appointed Representative may require, with increases to or reduction in the Bid Price corresponding to the amount of said extra work or deleted work multiplied by the appropriate unit price items given in the Schedule of Quantities. The scope of work may be altered to suit Owner's requirements.
- .2 **ALL** quantities/measurements to be confirmed by Contractor from on-site take-offs.
- .3 Costs above include co-ordination of all locates to determine location of all services necessary to perform work.
- .4 For unit price items, payment will be based on actual quantity of work performed as measured on site jointly with the Consultant and Contractor.
- .5 The above prices/unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "C"**

<b>Project Title:</b>	2022 Paving Replacement
<b>Location:</b>	Limberlost Housing
	1481 Limberlost Rd., London, ON,
<b>Submitted By:</b>	BRANTCO CONSTRUCTION

**UNIT PRICES**

The following rates would be applied for work items listed hereunder.

Item No.	Description of Work	Unit Rate	Contractors Unit Cost
111	If additional repairs are conducted that are not included in Scope of Work the cost of labour shall be:		
	Foreman	/ hour	\$ 95. <sup>00</sup>
	Tradesman	/ hour	\$ 175. <sup>00</sup>
	Laborer	/ hour	\$ 63. <sup>00</sup>
U2	If additional repairs are conducted that are not included in the Scope of Work, the mark-up on materials shall be cost plus:	%	15%

**Notes:**

- The unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.



**APPENDIX "D"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>

**ASPHALT CEMENT PRICE ADJUSTMENT**

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement (PGAC) price index, as published monthly in the MTO Contract Bulletin and displayed on the OHMPA website (<http://www.ohmpa.org/acpi/acpiView.asp>). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2007 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to hot mix bid items. Provincial sales tax adjustment should be applied to the adjustment (either way).

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted in the Work during the month for which it is established. The payment adjustment for the month will be calculated the following means:

1. **When AC Prices are Rising** by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month prior to bid opening from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.
2. **When AC Prices are Falling** by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the bid opening, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.

The quantity of new asphaltic concrete includes all grades of asphaltic concrete supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity of the escalation/de-escalation will be calculated using the hot mix quantity accepted in the Work.

**ASPHALT CEMENT PRICE INDEX**

We acknowledge the PGAC price index for the month prior to bid opening is \$ 1246 / tonne

**END OF SECTION – 00 41 00**

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Part 9 -

**PART 1 – GENERAL REQUIREMENTS**

8.5 Refer to Section 00710 – General Conditions.

**PART 2 – COMMUNICATIONS**

2.1 The Contractor can be reached as follows:

Company Name: BRANTCO CONSTRUCTION  
Business #: 519 622 1600  
Cell Phone #: 905 971 5763  
Emergency After Hours #: 519 220 8458  
Fax #: N/A  
E-Mail Address: JPraci@brantco.ca  
Others (please specify): \_\_\_\_\_

**PART 3 – BUSINESS REFERENCE**

3.1 Reference must be from persons or companies for whom you have performed work within the last 24 months. Also, reference must be for work of the same nature as that called for in the agreement with a construction value of five hundred thousand dollars. (\$500,000.00) or more.

3.2 **Private Sector**

Name: Schiedel Construction  
Company: Seth Schiedel  
Phone: 519 658 9317

Approximate Dollar Value of Work Performed Last Year \$ 800,000.-

**Scott R. Called December 1, 2022 - All positive comments on previous project completed with this reference**

**PART 3 – BUSINESS REFERENCE**

Scott R. Called December 1, 2022 - All positive comments on previous project completed with this reference

Name: Melloul-Blamey Construction

Company: Braden Strik

Phone: 519 886 8850

Approximate Dollar Value of Work Performed Last Year \$ 750,000.-

3.3

**Public Sector**

If you have performed work for LMCH within the past 24 months, they must be used as one of your references. Failure to do so may be cause for disqualification

Scott R. Called December 1, 2022 - All positive comments on previous project completed with this reference

Name: TVDSB.

Company: Tom Walker

Phone: 519 452 2000 x 21009

Approximate Dollar Value of Work Performed Last Year \$ 2,200,000

Name: Perth County

Company: \_\_\_\_\_

Phone: 519 271 0531

Approximate Dollar Value of Work Performed Last Year \$ 3,160,000

Name: City of Kitchener

Company: Liz Christensen

Phone: 519 741 2600 x 4032

Approximate Dollar Value of Work Performed Last Year \$ 1,950,000

**PART 4 – BANK REFERENCE**


4.1 Name: Bank of Montreal  
Branch: Cambridge  
Address: 807 King St, Cambridge ON N3H 3P1  
Phone: 519-653-6296

4.2 Does your company have a line of credit with the bank noted above?  
 Yes  
 No  
Line of Credit Amount \$ 1,000,000

**PART 5 – CONFLICT OF INTEREST**

5.1 In submitting this agreement, I/We certify that, I/We have a financial interest in other firms, businesses, or enterprises which presently, or in the past, are or have rendered goods to London & Middlesex Community Housing or which are also bidding on the present job.

YES \_\_\_\_\_ NO X

Signature: 

5.2 If "YES" (applies to above declaration), please list below firms, businesses or enterprises in which a financial interest is held.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART 6 – INSURANCE**

6.1 Insurance Policy Number: 41281117  
Amount of Public Liability: \$2,000,000 (minimum)  
Amount of Property Damage Insurance: \$2,000,000 (minimum)  
Insurance Company: Aviva Insurance Company  
Length of Time with Present Company: 10 years

**PART 7 – VEHICLES & STOCK**

7.1 No. of completely equipped service vehicles 50.  
7.2 List other types of specific vehicles with special or motorized equipment (for reference purposes only).


7.3 Approximate Value of Stock on Hand \$ 5 000 000

**PART 8 – LICENSES, CERTIFICATES & MISCELLANEOUS-COMplete AS PERTAINS TO THE TENDER PROJECT**

8.1 LICENSES

8.1.1 London and/or other municipality Contractor's/Business License:

<u>Municipality</u>	<u>Municipal License</u>	<u>Issued To</u>
<u>does not</u>	<u>pertain</u>	


- 8.1.2 Identify the number of employees on staff 118.
- A) Full time employees (37 ½ hrs./wk.) 116.
- B) Part-time employees 2; average hours/week 10.

## 8.2 CERTIFICATES

- 8.2.1 Due to the nature of the work required in this agreement, it is recommended that the Contractor have at least one (1) employee on staff trained in First Aid and Workplace Hazardous Materials Information System (WHMIS).
- 8.2.2 Should the Contractor have no employee who is trained in First Aid and WHMIS, the Contractor shall have four (4) months to obtain certificates. Failure to do so will be cause to terminate this agreement with the Contractor.

### 8.2.3 A) First Aid Training

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
<u>Rui Soares</u>		<u>March 4, 2014</u>
<u>Tony Sousa</u>		<u>February 25, 2024</u>

## 8.3 WHMIS – MATERIAL SAFETY DATA SHEET

- 8.3.1 The Contractor shall issue to the Property Services Manager (refer to Section 00880 for related properties) for review, Material Safety Data Sheets for all products used in/on LMCH properties.
- 8.3.2 All new products will be subject to Property Services Managers' review before using products.



8.3.3 LMCH reserves the right to approve or reject any product it deems inappropriate for use in/on LMCH properties.

**B) WHMIS**

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
Rui Soares		February 16, 2022
Tony Sousa		February 3, 2022

Note: Employees will receive updated WHMIS training over the winter.

**8.4 FALL ARREST DOCUMENTS/ CERTIFICATES**

8.4.1 The Contractor shall issue to the Construction Manager for review, a current list showing the certification for fall arrest training of all employees working on the LMCH Property.

8.4.2 The Construction Manager shall have the authority as a Certified Inspector of Fall Arrest Equipment to inspect and refuse the use of fall arrest equipment that fails the inspection. A list showing the last inspection date of the fall arrest equipment may also be required before use on the site is permitted.

8.4.3 LMCH reserves the right to approve or reject any product it deems inappropriate for use in/on LMCH properties.

**Fall Arrest**

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
does not pertain		

8.5 Employee Gas Technician Level 2 or Level 1

8.5.1 The Contractor shall have on staff at least one full time employee who holds a current Gas Technician Level 2 or Level 1 Certificate.

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
does not pertain		

**PART 9 - TIME**

- 9.1 We agree to complete the project by: June 25<sup>th</sup> 2023
- 9.2 Estimated time required for 1.1 40 days
- 9.3 To commence part 1.1 of the project in 20 calendar days after the authorization to proceed.
- 9.4 To complete the total project in 40 calendar days.

**PART 10 – SUBCONTRACTORS**

10.1 If our Bid is accepted, it is our intention to employ the following Subcontractors in accordance with G.C. Part 6 & 25 – Payment & Warranty.

All portions of the work other than identified Subcontractors below will be executed by us with our own workmen.

(List of type of Work Required/Licenses)

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N/A

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**PART 11 – UNIT PRICES**

11.1 The following unit prices will be taken into consideration during Tender analysis.

11.2 The unit prices quoted for extra work and for less work than specified are given below. All prices include overhead and profit and all other charges of the Contractor, and represent the actual cost. The adjustment to the contract sum shall be based on the net quantity difference from the original quantity.

11.3

	<u>Extra Work</u>	<u>Less Work</u>
a) The labour cost per hour for:	<u>63</u>	<u>55</u>

\*\*\*\* End of Section \*\*\*\*

# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>		<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>	
London & Middlesex Community Housing		Ekum-Sekum Incorporated o/a Brantco	
1299 Oxford St. E.		Construction, 1555 Bishop St, Unit 1	
London	ON	POSTAL CODE N5Y 4W5	Cambridge
			ON
			POSTAL CODE N1R 7J4

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)

Paving, excavation, sewer contractor and snow removal  
 RE: 2022 Paving Replacement Limberlost Housing, 1481 Limberlost Rd., London, ON,

The certificate holder is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

**4. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)			
				COVERAGE	DED.	AMOUNT OF INSURANCE	
<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input type="checkbox"/> WAIVER OF SUBROGATION  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Continental Casualty Company MPR2346790	2022/10/31	2023/10/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		5,000,000	
					- EACH OCCURRENCE	2,500	2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		2,000,000	
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		2,000,000	
				MEDICAL PAYMENTS		25,000	
				TENANTS LEGAL LIABILITY	1,000	1,000,000	
				POLLUTION LIABILITY EXTENSION	5,000	100,000	
<input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES  <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				NON-OWNED AUTOMOBILES			
				HIRED AUTOMOBILES			
				BODILY INJURY AND PROPERTY DAMAGE COMBINED			
				BODILY INJURY (PER PERSON)			
				BODILY INJURY (PER ACCIDENT)			
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE			
				AGGREGATE			
<b>OTHER LIABILITY (SPECIFY)</b> <input type="checkbox"/>  <input type="checkbox"/>							

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>		<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> <small>(Commercial General Liability- but only with respect to the operations of the Named Insured)</small>	
Arthur J. Gallagher Canada Limited		London & Middlesex Community Housing	
20 Erb Street West, Suite 100		1299 Oxford St. E.	
Waterloo	ON	POSTAL CODE N2L1T2	
<b>BROKER CLIENT ID:</b>		London	ON
			POSTAL CODE N5Y 4W5

**8. CERTIFICATE AUTHORIZATION**

ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Jeff Kienapple, CAIB CRM	TYPE Phone	NO. 519-772-0972	TYPE NO.
	TYPE Fax	NO. 519-772-0977	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Jeff Kienapple</i>	DATE 2022/11/30	EMAIL ADDRESS Katherine_Kincaid@ajg.com	

# Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.  
 Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj- mmn-aaaa)
EKUM-SEKUM INCORPORATED / BRANTCO CONSTRUCTION DIV	1-1555 BISHOP ST, CAMBRIDGE, ON, N1R7J4, CA	238990: All other specialty trade contractors	A0000IDL1G	20-Nov-2022 to 19-Feb-2023

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.  
 Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entrepreneur qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West  
 Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest  
 Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050  
 employeraccounts@wsib.on.ca | wsib.ca

## AGREEMENT TO BOND

**Bond Number: 1-603156**

**Tender Date: 30th day of November, 2022**

WHEREAS, **Ekum-Sekum Incorporated o/a Brantco Construction**, as Principal, has submitted a written tender to **London & Middlesex Community Housing**, as Obligee, we, **DEFINITY INSURANCE COMPANY**, do hereby agree to become bound as Surety for **Ekum-Sekum Incorporated o/a Brantco Construction** in a:

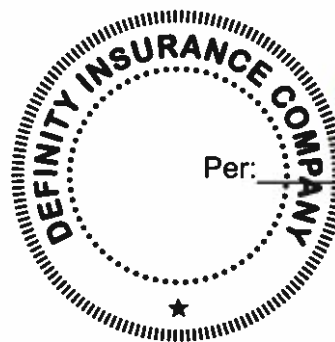
- **Performance Bond** totaling 100% of the contract amount
- **Labour and Material Payment Bond** totaling 50% of the contract amount

in connection with bid for **LMCH – pavement replacement – 1481 Limberlost road. – RFP #2021-008** and conforming to the Instruments of the Contract attached hereto, for the full and due performance of the works described herein, if the Tender attached hereto is accepted by the Obligee.

This undertaking expires upon issuance of the above described bond(s) or upon expiration of **Ninety (90)** days after closing date of tender, whichever is first attained.

Any suit filed against the Surety with respect to this Agreement to Bond must be initiated and duly served on the Surety within seven (7) months of the closing date of tender.

SIGNED, SEALED AND DATED the 29th day of November, 2022.



Per: \_\_\_\_\_

**DEFINITY INSURANCE COMPANY**  
Signed electronically by  
  
on Nov 29, 2022 - 8:46 PM GMT  
Ginny Dicks, Attorney-in-Fact

# 2021-0008 - Pavement Replacement - 1481 Limberlost Road, London, ON

## Vendor Details

Company Name: Brantco Construction

Does your company conduct  
business under any other name? If  
yes, please state: Brantco Construction

Address: 1555 Bishop St. N  
Cambridge, Ontario N1R7J4

Contact: Darcy Miskie

Email: dmiskie@brantco.ca

Phone: 519-244-7538

Fax: 519-622-2443

HST#: 101596757

## Submission Details

Created On: Tuesday November 01, 2022 11:03:47

Submitted On: Wednesday November 30, 2022 13:08:42

Submitted By: joe graci

Email: jpgraci@brantco.ca

Transaction #: 598d4e4f-3b36-4196-8668-3b83cdd2064b

Submitter's IP Address: 72.142.88.162

---

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

### MANDATORY SUBMISSION DOCUMENTS

- [WSIB Certificate](#) - WSIB Clearance Certificate (11).pdf - Wednesday November 30, 2022 11:42:37
- [Public Liability Certificate](#) - Certificate of Insurance.pdf - Wednesday November 30, 2022 11:42:52
- [APPENDIX B - Bid Form Documents](#) - Appendix B - Bid Form.pdf - Wednesday November 30, 2022 13:07:33
- [APPENDIX E - Work Performance Documents](#) - Appendix E.pdf - Wednesday November 30, 2022 13:07:42
- [Additional Document](#) - Agreement to Bond.pdf - Wednesday November 30, 2022 10:47:55



## Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (is issued by Owner), the terms and conditions, etc. stated therein, which are expressly acknowledge and made part of this Contract.
2. The Bid is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same Work and is in all respect fair and without collusion or fraud.
3. I/We do hereby Bid and offer to enter into a contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Documents within fourteen (14) calendar days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Documents.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standard for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

1.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Tino DeMartin, general manager, Brantco Construction  
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?  Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 04</b> Tue November 22 2022 04:04 PM	<input checked="" type="checkbox"/>	9
<b>Addendum 03</b> Tue November 22 2022 11:31 AM	<input checked="" type="checkbox"/>	8
<b>Addendum 02</b> Wed November 9 2022 11:25 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 01 - November 9, 2022</b> Wed November 9 2022 08:49 AM	<input checked="" type="checkbox"/>	1

Appendix 3:  
LMCH RFQ (Including Addendums 1 to 4)



## Request for Quotation

### Project Title:

Pavement Replacement – 1481 Limberlost Road

### Project Number:

2021-0008

### Published Date:

November 1, 2022

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## 1 SECTION 1.0- TENDER MATRIX

The following is an overview of the project. Further details are found in the following pages and all submissions, questions and addendums will be conducted through Bids and Tenders website (<https://secure.bidsandtenders.ca/>).

TENDER MATRIX	SECTION 00010
Project Number	2021-0008
Project Title	Pavement Replacement
Project Location	1481 Limberlost Road, N6G 2C7
Project Brief	Repaving of hard surfaces inclusive parking lots, driveways and minor sidewalk works. Upon completion re-instate line paving at Limberlost townhouse complex.
Project Manager	Scott Robertson
Contact Information	srobertson@lmch.ca
Issue Date	November 1, 2022
Site Walk-Thru	Wednesday November 16 <sup>th</sup> , 2022 (10:30am)
	1481 Limberlost Road, N6G 2C7 (Location map on page 6) Mandatory <input checked="" type="checkbox"/> Non-Mandatory <input type="checkbox"/>
Question Period Deadline	Tuesday November 22, 2022 (3:00pm)
Last Day for Addenda to be Issued	Thursday November 24, 2022
Submission Deadline	Wednesday November 30 <sup>th</sup> , 2022 (3:00pm)
Bid Security	Required if box checked <input type="checkbox"/>
Bonding Requirements	50% of Labour & Materials Payment - 100% Performance
Construction Start (Project Schedule)	April, 2023
Contract Type	CCDC 2 for projects over \$75,000.00
Permit Fee Responsibility	LMCH – If Required
Submission Validity:	Submission must be valid for <input type="checkbox"/> 30 <input type="checkbox"/> 60 <input checked="" type="checkbox"/> 90 days.
Scoring Criteria	3 Stage Process <input checked="" type="checkbox"/> 4 Stage Process <input type="checkbox"/>
Estimated Construction Budget	\$1,000,000.00 to \$1,100,000.00

End of Section ONE

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## 2 SECTION 2.0 – INTRODUCTION

### 2.1 Invitation

This Request for Quotation (“RFQ”) is an invitation by the London Middlesex Community Housing (hereinafter referred to as “LMCH”) to prospective Proponents to submit a response for the provision of Goods and/or Services as further described in Appendix B – Scope of Work (the “Deliverables”).

The RFP Tender Matrix in Section 1 will designate whether a site visit or information session will be held and, if so, will indicate the date, time, location, and whether attendance by Proponents is mandatory or optional.

**If an information session/walk through is mandatory as noted in the Tender Matrix – Section 1**, Proponents must comply with the following conditions to submit a response. Proponents:

- must not arrive no more than 10 minutes late according to LMCH staff’s timekeeping; and
- must sign in when they arrive.

Proponents who do not comply with the above conditions **will not** be permitted to submit a Proposal.

### 2.2 Background

At London & Middlesex Community Housing (LMCH), we believe that housing is the foundation of a better tomorrow. LMCH provides 3,282 housing units across 32 properties for more than 5,000 people. Those who call LMCH home are a diverse cross-section of low-income individuals including families, seniors, adults, and new Canadians.

**Mission:** We provide and maintain homes in a safe and supportive environment to meet the needs of the people we serve in our communities.

**Vision:** We envision healthy and safe homes and communities in London and Middlesex. Leading by example. LMCH will help make a difference and positively impact lives using housing as the foundation.

### 2.3 Project Description

Refer to scope of work for the repaving of parking lots.

### 2.4 Project Goal

Provide smooth level surfaces throughout the property.

## 2.5 Location

The project will take place at the following property, 1481 Limberlost Road, N6G 2C7



Location to meet  
for Site Walk-Thru

## 2.6 Document Availability

Drawings will be noted in Appendix A

End of Section TWO



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## 3 SECTION 3 - PROPOSAL SUBMISSION

### 3.1 Submission Qualification

All submissions will be online submissions and must be completed on the Bids & Tenders Portal on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected without exception. LMCH strongly recommends Proponents give themselves sufficient time of at least one (1) hour before the Submission Deadline to begin the uploading process and to finalize their submission. LMCH shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes / errors in filling the Proposals that cause Proponents to submit Proposals after the Submission Deadline.

The timing for all Proposal submissions is set out above in the Tender Matrix – Section 1.

Proposals shall be submitted online <https://secure.bidsandtenders.ca/>

Each Proponent must:

- Register its company on the Bids & Tenders as submissions will only be accepted through this portal.
- Download and carefully read all RFP documents from the Bids & Tenders Portal.
- Complete the required information in the RFP documents and upload necessary documents to the Bids & Tenders Portal.
- Acknowledge the number of Addendums issued on the Bid Form.
- Save the RFP files in PDF format (adding company name to the end of the file name). Example: "RFP Requirements ABC Company Inc.pdf"
- Ensure Addendums are noted in Bid Form
- Upload the RFP documents to the Bids & Tenders Portal

#### 3.1.1 Addendums

Contractors will be advised by Addenda of all clarifications and modifications to the bid documents in the Bids and Tenders website. All such modifications shall be incorporated into the bid documents and shall be allowed for in determining the base bid.

#### 3.1.2 Amendment of Proposals

Submissions may be amended, but only on or before the Submission Deadline. Proponents requiring amending their Proposals may amend before the Submission Deadline directly on the Bids & Tenders Portal.

Proponents may not make amendments to their Proposals after the Submission Deadline

#### 3.1.3 Withdrawing Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal prior to the Submission Deadline. A notice of withdrawal must be signed by an authorized representative of the Proponent and sent to the LMCH Contact. LMCH is under no obligation to return withdrawn Proposals.

#### 3.1.4 Clarification

Should a Proponent find discrepancies in or omissions of the Proposal Documents or should there be any doubt as to their meaning, inquiry should be made via Bids and Tenders. Should a correction,

explanation, or interpretation be necessary, a written addendum will be issued to all proponents. Addenda issued during the period prior to the closing date of the RFT/RFP are to be considered part of these Proposal Documents.

A list of questions posed, and responses will be broadcast to registered respondents as soon as possible during this period. Refer to Tender Matrix, section 1 for timelines.

### 3.2 Reservations

LMCH reserves the right to accept any proposal in whole or in parts thereof judged most satisfactory, without liability on the part LMCH. LMCH reserves the right to reject any or all proposals. The lowest priced proponent will not necessarily be awarded a contract.

LMCH reserves the right to cancel this process at any point. LMCH will not be held responsible for any cost incurred by any proponent associated with preparing or submitting a proposal for this project, should the proposal be rejected, or the process cancelled.

Proposals which are incomplete, conditional, obscure or which contain unrelated additions not called for, erasures, alterations and irregularities of any kind may be rejected.

### 3.3 Bid Security

If requested in the Tender Matrix – Section 1; the bid security may be provided in any one of the following formats: a bid bond from a surety acceptable to LMCH; or a certified cheque, bank draft or irrevocable letter of credit (not a letter of guarantee) in favor of LMCH in the amount stipulated in the Tender Matrix. Valid for a period of 60 days from the date of tender closing unless otherwise stipulated. A copy of the bid security to be uploaded to the Bids and Tenders website with the submission.

### 3.4 Compliance

By submission of your tender, you agree that any discrepancies, errors or omissions to LMCH as, the Contractor will be deemed to have been accepted and all such specifications and drawings as being accurate. LMCH will not approve any extra charges after acceptance of the Tender.

#### 3.4.1 Discrepancy

If there is any discrepancy in the Bid Form or documents submitted by the Contractor, between any amount shown in writing and in figures, LMCH may choose to accept the amount shown in writing, receive further clarification or to reject the tender.

### 3.5 Proposal Evaluation

LMCH will evaluate Proposals in several stages as outlined.

#### 3.5.1 Stage I: Mandatory Requirements

During Stage I, LMCH will review each Proposal to determine whether it complies with the Mandatory Requirements. The Mandatory Requirements include 'on time' submissions as well as Mandatory Documents that are listed in the Checklist – Appendix B. Which may include but not limited to;

- Valid WSIB
- Insurance Certificate – That is valid and meets LMCH requirements **Section 5.2.1.**
- Bid Bonds – If applicable and defined in Section 1.

- o Bid Form – Completed bid submission as provided in Appendix B.

FAILURE TO MEET THE TIMELINE FOR SUBMISSION AND/OR PROPONENTS DOES NOT INCLUDE IN THEIR SUBMISSION THE REQUIRED RELEVANT MANDATORY DOCUMENTS. THE PROPONENT WILL NOT PROCEED TO STAGE 2 AND WILL BE DISQUALIFIED.

Proponents who have met the Mandatory Requirements will proceed to Stage II.

### 3.5.2 Stage II: Technical Submission

During Stage II, LMCH will score each qualified Proposal based on the specified Rated Criteria. Proponents who do not reach a minimum threshold of 60% will not be considered further.

### 3.5.3 Stage II Document Requirements

Each Proponent must complete the LMCH Contractor Qualification Form along with relevant requirements requested in Appendix B and include it in the returned bid submission.

The criteria requirements being scored in Stage II include:

- Company Overview 15%
  - o Maximum one page denoting years in business staffing levels and primes for project.
- Qualifications 20%
  - o Comparable projects.
- Timelines 20%
  - o Project start up timing and duration of project.

Proponents must achieve a minimum value of 60% to continue to Stage III – pricing.

### 3.5.4 Stage III: Pricing – 45%

During Stage III, LMCH will evaluate the pricing submitted by each Proponent who successfully passed Stage II. If the Pricing requirement is submitted in any other section than the bid form the proponent will be disqualified.

The Total Cost (Excluding HST) for the Deliverables as well as any requested separate price items will be analyzed. The lowest price is not guaranteed award.

Proponents who have satisfied required stages maybe requested to take part in an interview.

### 3.5.5 Criteria Scoring

Criteria Selection for Non-Interview Awards	Criteria Selection for RFP/RFT/RFP with Interviews
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Stage 1 Mandatory Requirements	Pass/Fail	Stage 1 Mandatory Requirements	Pass/Fail
Failed submissions will not move on to Stage 2			
Stage 2 Technical Submission	45%	Stage 2 Technical Submission	30%
Submissions that do achieve a minimum score of 60% will not move on to Stage 3			
Stage 3 Pricing	55%	Stage 3 Pricing	40%
		Stage 4 Interview	30%

### 3.5.6 Evaluation of Proposals

- The evaluation Committee will evaluate eligible proposals to determine which proposal is most advantageous to the needs of LMCH
- The evaluation Committee will use the above forementioned criteria and scoring guidelines.
- The LMCH Project Manager at their sole discretion will short list the proponents who may be invited for an interview. Proponents who have been given this opportunity and refuse to take part will be disqualified.
- The Evaluation Committee may have specific questions for the Proponents arising out of the review of the Proposal and is not required to ask the same questions of each proponent.
- The Evaluation Committee will rank the Proponents and will select the Preferred Proponent.
- Finally, prior to awarding the contract references will be confirmed.

## 3.6 Award

### 3.6.1 Notification

Contractors will be notified via email regret/award letter, more than one vendor maybe selected for an interview. The contract shall be deemed to be awarded on the date that LMCH advises the Contractor in writing of such award.

LMCH shall issue a letter of award indicating acceptance of the tender and award of the Contract to the Contractor along with a purchase order. These documents will specify the date of commencement and the BRD (building ready date or completion date) of the work, contract number (as applicable) and the contract price for the work. For projects over \$75,000 the parties shall enter a CCDC agreement.

LMCH reserves the right to terminate the contract, retain the Contractor's bid security and take any such further action as deemed advisable to recover any damages suffered by LMCH should the Contractor engage in the following:

1. altering or withdrawing the tender after the closing date; and/or,
2. failing to provide performance security or other pertinent documents within the time specified by LMCH.

### 3.6.2 Obligations or Required

LMCH reserves the right to award the tender as one contract to a single Contractor or split the work into multiple contracts awarded to multiple Contractors.

LMCH is not required to accept any tender or award any contract on the basis that the tender in

question was the lowest tender submitted. LMCH reserves the right to accept the tender and/or award the contract based on what is in the best interest of LMCH

End of Section THREE

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## 4 SECTION 4 - Project Roles and Responsibilities

### 4.1 LMCH Project Manager

- i. LMCH has a dedicated Project Manager assigned to this Project who will be the lead point of contact. LMCH may also appoint other team members representing the LMCH for delivery of the project responsible for ensuring schedule; cost and quality objectives are satisfied.
- ii. The Project Manager will direct the uses of resources on the project and will be responsible to maintain lines of communication with other members of the Project Management Team.
- iii. The Project Manager's duties will include:
  - a. Managing the contribution of all the project team participants to ensure that quality, budget, and schedule requirements are satisfied.

### 4.2 Qualification of Proponents

LMCH requires that all proponents will be able to furnish satisfactory evidence that they have the ability, experience, capital, and resources to enable them to execute and complete the contract successfully.

### 4.3 Sub-Consultants

The successful Firm will be responsible to retain and coordinate all required sub-consultants/trades. All documents by the sub-consultants/trades shall bear the seal of an individual in good standing with the appropriate professional association. The Contractor shall be liable for all sub-consultants. The anticipated requirements for sub consultants.

### 4.4 Sub-Contracting

Proponents must disclose any sub-contractors that they propose to employ in the performance of this contract. Sub-Contractors may not be changed after award of the Contract without written permission from LMCH.

### 4.5 Superintendent

A superintendent will be required for this project. The incumbent shall provide skilful and efficient superintendence to the work. The Contractor shall provide a competent superintendent to attend at the worksite daily until completion of the work and any necessary assistants, all at the approval of LMCH and or its designee.

The Contractor shall, remove any superintendent upon the written request of LMCH or its designee who, in the opinion of LMCH or designee is incompetent or has been performing his/her duties improperly, and shall forthwith designate another superintendent who is acceptable to LMCH or its designee. The Contractor shall not substitute a superintendent without the written consent of LMCH or designee.

### 4.6 Communications

The contract/purchase order to identify lead personnel for all communications. The person identified will

be in full charge of the communications and be authorized to accept any notice, consent, order, decision, or other communication on behalf of the Project Team. For greater clarity, any communication provided to said person is deemed to have been provided to the Project Team.

#### 4.7 Certifications, Inspections and Documents

The Contractor is responsible for providing a copy of the reviewed (stamped by City) plans on site for the building inspector and or use of LMCH Project Team. This applies to all building permits.

The Contractor will be responsible for any re-booking fees as a result of complying failure to comply with this requirement.

The Contractor is responsible for always maintaining appropriate permits and certificates on site, including, but not limited to WSIB clearance and working at heights certification. The Contractor shall also be responsible for ensuring all subtrades maintain these documents for production at the jobsite. The Contractor shall save LMCH harmless from any issues resulting in a failure to comply with this requirement, including sanctions by the Ministry of Labour.

#### 4.8 Adherence to Drawings and Specifications

The Contractor shall ensure that all materials, products, equipment, and systems are new and listed in the Canadian Construction Materials Centre for Evaluation. Re-used, refurbished and/or recycled materials shall only be used where specified. The Contractor shall give preference to materials, products and equipment of Canadian origin and manufacture, so that materials and equipment supplied for the work shall have the maximum possible Canadian content.

#### 4.9 Project Commencement

The Contractor is responsible for providing a copy of the reviewed (stamped by City) plans on site for the building inspector and or use of LMCH Project Team. This applies to all building permits.

The Contractor will be responsible for any re-booking fees resulting from failure of compliancy.

The Contractor is also responsible for always maintaining appropriate permits and certificates on site, including, but not limited to WSIB clearance and working at heights certification. The Contractor shall also be responsible for ensuring all subtrades maintain these documents for production at the jobsite as well. The Contractor shall save LMCH harmless from any issues resulting in a failure to comply with this requirement, including sanctions by the Ministry of Labour.

#### 4.10 Close Out

##### 4.10.1 Warranty

Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract Documents, the Contractor shall, at the Contractor's sole expense, rectify and make good any defects due to faulty materials or quality of performance that appear in the Work or that comes to the attention of LMCH within twenty-four (24) months from the date of the Certificate of Substantial Performance, or such longer period as may be specified for certain products or part(s) of the Work.

LMCH may direct the Contractor to rectify and make good any defect or fault referred to herein or covered by any other expressed or implied warranty or guarantee.

Such a direction to the Contractor shall be in writing and may include a stipulation in respect of the time within which a defect or faulty is required to be rectified and made good by the Contractor.

Within the time stipulated therein, the Contractor shall at the Contractor's sole expense rectify and make good any defect or faulty described in such direction and shall correct or pay for all damage resulting from the corrections made under this General Condition.

#### 4.10.2 Total Completion

Neither the Certificate of Total Completion nor payment there under shall relieve the responsibility under this General Condition.

End of Section FOUR



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## 5 SECTION 5.0 - Working at LMCH Properties

### 5.1 General

Contractors and their employees, agents, subcontractors, and other designees shall be required to comply with the conditions and terms specified while completing works at properties of London & Middlesex Community Housing (hereinafter "LMCH").

### 5.2 House Rules

Upon award of contract, LMCH will require all workers on site to become familiar, sign off and submit to LMCH designate the House Rules in Exhibit A.

### 5.3 Meetings

LMCH designate to confirm meeting expectations in scope of works document Appendix B. At minimum prior to project/contract commencement a site orientation/start up meeting must be fulfilled.

### 5.4 Commencement of Work

Upon receipt of the purchase order/contract, the incumbent shall immediately contact LMCH or its designee to arrange prompt commencement of the work and thereafter the Contractor shall continue to carry out work in a diligent, professional manner to completion. The work shall be completed, and full possession thereof given to LMCH within the period specified in contract documents, unless an extension of the time is expressly granted in writing by the LMCH designee

### 5.5 Equipment Storage

LMCH will work with the awarded contractor to provide storage where feasible. Once finalized the storage area will be the responsibility of the contractor and will be required to provide a key to maintenance team along with 2 duplicates. The contractor takes full responsibility of said space and ensure all safety codes are maintained.

### 5.6 Garbage/Discarded Materials

The contractor is responsible for daily clean up and garbage removal. The disposal of any materials/waste in bins dedicated to LMCH is forbidden.

### 5.7 Owner Vendors/Contractors

At any one time there could be several different contractors on site completing ongoing capital projects, or daily operating activities. Contractors are to work together for the betterment of each project.

### 5.8 Parking

Parking in general is available at each of the properties with potentially some limitations based on tenant

demand. Prior to the commencement of works contractor to contact LMCH designate for the required number of permit passes for use during and up to contract completion.

### 5.9 Identification

All contractors and their forces shall carry proper firm and personal photo identification and shall produce same when requested by either LMCH staff or tenants. Permission to enter the job site may be denied without proper identification. Invoices for labor/service calls will not be paid when entry has been denied because of failure to provide proper identification. In these situations, costs of such trips/service calls will be borne by the Contractor. Repeated failures to carry proper identification will result in the contractor being removed from the Pre-Qualification List.

Proper identification may include the following:

Firm identification includes uniforms with the firm name clearly identified, a business card or I.D. card issued by the firm

Personal identification includes a firm/employee photo I.D. card or driver's license

### 5.10 Smoke Free Workplace

LMCH is a smoke-free workplace. The workplace is defined as any building or structure on the properties operated by LMCH including, but not limited to, dwelling units (either apartments or family housing units). It does not extend to the grounds of the properties or designated smoking areas. Failure to adhere to the smoke-free workplace policy will result in the contractor being removed from the Pre-Qualification List and or the project.

### 5.11 Emergency Work

Emergency Work; means repairs or services required immediately because of a safety issue, health hazard and/or severe financial loss is/are at stake. This work must be started within two (2) hours of verbal request or written issuance of a Work Order (when applicable) and continue until the emergency conditions have been rectified. In this type of work, partial and/or temporary repairs may be desirable and the extent of the work to be determined with LMCH designate with an upset value determined. LMCH has the right to use it's own forces if threat of emergency will impact tenant safety and or the destruction/damage to the asset.

In any emergency, the Contractor shall stop the work, and make changes or order extra work to ensure the safety or protection of the work and/or neighbouring properties. It is the responsibility of the contractor to contact LMCH designate immediately. The cost of the stoppages, changes or extra work will be determined by LMCH or its designee where appropriate.

### 5.12 Workplace Violence, Harassment & Discrimination

LMCH has a zero-tolerance policy for any acts of violence, harassment or discrimination within its buildings, communities, or surrounding properties. Contractors and their forces shall comply with all applicable human rights and criminal legislation and policies while on properties owned and/or operated by LMCH. Any reports of improper behavior by Contractors or their forces towards any person, including, but not limited to, LMCH staff, tenants, and visitors, will be thoroughly investigated. If it is determined that a Contractor or its forces has engaged in the above conduct, it will result in the Contractor being removed from the Pre-Qualification List and or the project. The London & Middlesex Community Housing Policy is

included below

### 5.13 Site Conditions

All contractors should be aware of the existence of biohazardous materials and/or insect pests, including, but not limited to, bed bugs, roaches, and ants on all LMCH properties. Contractors are responsible for taking all required personal protective measures when working under the above conditions. Contractors are deemed to have provided this notice to all subcontractors appointed to work on the premises and are responsible for ensuring that the said subcontractors are also taking appropriate protective measures. LMCH shall not be liable for any injury sustained as a result of a failure to subscribe to proper protective measures given these potential hazards.

#### 5.13.1 Asbestos

LMCH acknowledges that various properties contain asbestos. An asbestos report will accompany the bid documents as required.

### 5.14 Race & Ethnic Relations Policy Statement of Principals

London & Middlesex Community Housing fully support the principle embodied in the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Ontario Policy on Race Relations of every person's right to equal treatment with respect to employment, accommodation, contracts, goods, services, facilities, membership in unions, vocational associations, self-governing professions and employment agencies, without discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, religion, creed, sex, age, sexual orientation, marital status, family status, disability, receipt of public assistance or record of offences. Harassment in any form that stems from any of the above-listed prohibited grounds of discrimination, unwelcome sexual advances, and solicitations, is strictly prohibited. Within the context of this principle, LMCH has developed the Race and Ethnic Relations policy, which the Contractor and its forces must adhere to.

Ontario has a strong history of providing a home for individuals from diverse racial and ethnic backgrounds and is increasingly becoming a multi-racial, multi-ethnic society. This diversity contributes to Ontario's cultural, social, and economic enrichment, and LMCH is committed to fostering this diversity in its workforce and communities.

LMCH will continue to work towards ensuring that:

All LMCH staff, members, tenants, applicants, contractors, and committee members' right to equal treatment without discrimination because of race, ancestry, place of origin, color, ethnic origin, religion, creed, sex, sexual orientation, marital status, family status, disability, and receipt of public assistance or record of offences is respected.

- All LMCH tenants live in an environment free from any form of racial or ethnic discrimination and harassment.
- All LMCH staff work in an environment free from any form of racial or ethnic discrimination and harassment.

- LMCH policies and practices are not directly or indirectly discriminatory in their effect.
- All tenants and staff are made aware that racial or ethnic discrimination or harassment of any form will not be tolerated.
- Harmonious race and ethnic relations are fostered among tenants and staff.
- Incidents which arouse racial or ethnic conflict and tension are appropriately addressed within the housing communities or in the workplace will be promptly addressed.

### 5.15 Resident Satisfaction Survey

LMCH values and is committed to providing quality customer service to our tenants. As a method of monitoring tenant satisfaction, a service questionnaire maybe given to our tenants upon completion of any work completed in the building or complex. This provides our tenants with an opportunity to comment on the level of performance and service they have received. This applies to Contractors assigned to work within their units, buildings, or communities. Any reports of unsatisfactory service from Contractors or their forces will be promptly investigated. Repeated unsatisfactory service will result in the contractor being removed from the Pre-Qualification List.

End of Section FIVE

## 6 SECTION 6.0 - Terms & Conditions

### 6.1 General Information & Instructions

Upon award a CCDC 2 will be executed. The successful proponent will be required to enter into a formal agreement. Or as indicated in Tender matrix section 1.

### 6.2 Sales Taxes

The quoted prices shall include all applicable HST defined as a separate line item.

### 6.3 Prices and Budgets

LMCH has a strictly defined budget for the work and reserves the right to change the scope of this RFT/RFP to bring the proposal price within the available budget limits. Should it be determined that the changes in the scope of the RFT/RFP are of sufficient magnitude, then LMCH shall cancel it. Then, at its discretion, LMCH may commence a new process in order to complete the project within the budget available. LMCH reserves the right to adjust quantities or delete items in subsequent years of a multi-year contract because of budget constraint.

### 6.4 Invoices

LMCH requires that all invoices be compliant with its requirements and general accounting principles. Proponents must agree to submit detailed invoices in a format acceptable to LMCH on and in compliance with the Construction Lien Act. This will include but not be limited to hold back deductions calculated on the total invoice.

### 6.5 Payment

Upon the completion of any work, the successful Proponent shall submit invoices for payment. Payment terms will be considered Net 28 days, unless otherwise stated and shall be subject to any required deductions as may be required.

### 6.6 Overhead & Profit

Overhead and profit percentages to be indicated in the bid form, formalized during contract negotiations, and incorporated into the contract. These fees must be adhered too throughout the contract duration.

### 6.7 Supplier Status

The successful proponent shall be considered a supplier of goods & services to LMCH. At no time will the proponent, or any individual acting for the proponent, be considered an employee of LMCH

### 6.8 Documentation Requirements

LMCH requires the following information upon award prior to commencement of project:

Mandatory Documents

- Company Health and Safety Plan.
- Supervisor competency (as applicable)

- Signed 'House Rules' document from each employee, sub trade working at site(s) Exhibit A
- The performance and labor and material payment bonds required by the Contract as applicable.

Project Specific Documents (as applicable but not limited).

- Notice of Project
- Asbestos training certification
- Working in confined spaces
- Working at heights Appropriate insurance certificates.
- WSIB clearance certificate.
- Financial and corporate information.
- Other additional assurances or protections as deemed necessary by LMCH.

Within 10 days of award the contractor/consultant to furnish a schedule.

## 6.9 Ownership Of Documentation and Freedom of Information

The information submitted in response to this RFT/RFP/RFP will be treated in accordance with the relevant provision of the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used solely for the purposes stated in the RFT/RFP. The proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in the RFT/RFP. Proponents should clearly indicate in their submission which parts, if any, are exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy. At minimum, LMCH will release the names and addresses of all Proponents. In addition, LMCH will release the name of any party that it enters into an agreement with along with the financial value of any agreement. Any submitted proposal submitted shall immediately become the property of LMCH.

## 6.10 Right to Amend Requirements

Upon awarding the contract based on the information submitted in proposals received, LMCH reserves the right to work with the successful proponent to modify any of the proposal components outlined in the RFT/RFP that are agreeable to all parties. In the event that the chosen supplier fails to act in good faith by refusing or failing to negotiate or fails to fulfill the intent of the RFT/RFP, or to execute the negotiated agreements within 15 business days of the award, the supplier will be considered to have abandoned all rights and interest in the contract award and the award may be cancelled without penalty. The award may then be made to the next highest ranked proponent, or all proposals may be rejected at the sole discretion of LMCH.

## 6.11 Omissions, Discrepancies, Interpretations and Addenda

- LMCH shall not be held liable for any errors or omissions in any part of this document. While LMCH has used considerable effort to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Proponents.
- The information is not guaranteed or warranted to be accurate by the Project Manger/LMCH
- Nothing in this document is intended to relieve the Proponent from making inquiries, conducting their own investigation, forming their own opinion and conclusions with respect to the matters addressed in this document.
- Should a Proponent find omissions or discrepancies in any part of this document, or should the Proponent be in doubts as to the meaning of any part of such documents, the Proponent shall make an inquiry using the process set out in section 4.5

### 6.12 Right to Deny Bidding on Future Requests for Service

LMCH reserves the right to deny any successful Proponent the right to respond to any future Request for Quotation, Tender or Proposal in the event of poor performance. For greater clarity, LMCH will monitor the performance of any successful Proponent and shall provide written notice of any deficiencies of service. Should deficiencies be persistent or of a significant nature, in addition to the right to terminate the contract, LMCH will advise the successful Proponent that their poor performance has rendered them ineligible to compete for similar future requirements on any LMCH initiative.

### 6.13 Insurance

By submission of its Proposal the Proponent confirms its agreement to conform to the professional liability insurance coverage in the form of an original certificate from an insurer or insurers licensed to underwrite insurance in the jurisdiction of the project and stating that all required insurance coverage can be met and such insurance coverage and a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Proponent's services for the project.

A certificate of insurance or a certified copy of the contractor's policy shall be provided showing coverage for at least the following limits:

- i) Comprehensive liability insurance providing bodily injury limits of at least \$2,000,000 (two million dollars) per person and accident and providing for property damage of at least \$2,000,000 (two million dollars) in any one incident.
- ii) Insurance as in i) for all licensed motor vehicles operated on behalf of the Contractor:
- iii) The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse during duration of the Contract without 30 days prior written notice to LMCH.

The insurance policy shall not contain any deductible amounts and shall remain in effect until the work has been accepted and the contract is terminated.

- iv) LMCH shall be added as an additional insured party, in regard to all work associated with this contract.
- v) Professional Liability insurance in the amount of \$1,000,000 (One million dollars).

### 6.14 Worker' Safety Insurance:

It is the obligation of any successful Proponent to comply with all requirements of the *Workplace Safety and Insurance Board Act*. Proponents must certify that all employees, officers, agents and sub-contractors are covered or exempt under the *Act*. A WSIB certificate shall be supplied at the time of contract signing and submitted with all invoices. Failure to supply or update this certificate as required is cause for termination of the contract.

End of Section SIX

## 7 SECTION 7.0 – General Conditions

“LMCH reserves the following rights, to be exercised in its sole and absolute discretion, without any liability whatsoever to any Proponents ”;

- a) to reject any and ALL proposals;
- b) to cancel this RFP at any time, without penalty or cost to LMCH and to reissue a new RFP for the same or similar work.
- c) to modify any and ALL requirements stated in the RFP at anytime prior to the possible awarding of a contract.
- d) to seek clarification of the contents of any submission, or to require a Proponent to submit further documentation.
- e) to waive strict compliance with the terms of the RFP.
- f) to meet with some or ALL of the Proponents to discuss aspects of their respective submissions; however, LMCH is not obliged to seek clarification of any aspect of a submission.
- g) to negotiate for the modification of any single proposal;
- h) to verify any information from third parties and receive additional information regarding any respondent, its directors, officers, shareholders or owners, and any other party associated with the Proponent’s submission, as LMCH may require.
- i) if only one proposal is received, to accept or reject it;
- j) to not accept the lowest priced or highest ranked submission.
- k) to not accept any submission;
- l) to re-advertise for proposals, if desired; and to alter the procurement schedule or procurement process.

### 7.1 Submission

The tender submission must be valid for the time indicated in Section One – Tender Matrix.

### 7.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing and submitting proposals, and for any negotiations or discussions with LMCH or its representatives and consultants, relating to or arising from this RFP.

### 7.3 Limitation of Liability

LMCH enforces a strict code of ethics and attempts to always be fair in evaluating and awarding contracts resulting from any bidding process. By submitting a quotation, Proponents agree that LMCH will not be held liable for any amount more than the amount required to prepare and submit a quotation in the event that LMCH is found to have erred in any manner in the award of any contract.

### 7.4 No Contract

By submitting a Proposal and participating in the process as outlined in this Request for Proposal, Proponents expressly agree that no contract of any kind is formed under, or arises from, this Request for Proposal, prior to the signing of a formal written contract.

### 7.5 No Claims

LMCH/Owner and its representatives, agents, consultants, and advisors will not be liable to a Proponent for any claims, liabilities, cost, express loss or damage incurred, sustained or suffered by a Proponent prior or subsequent to, or by reason of the acceptance or non-acceptance by LMCH of any proposal, or by reason



of the delay in the acceptance of the proposal.

### 7.6 No Collusion

By submitting a proposal, the proponent, and each firm, corporation, or individual member of the proponent, represents and confirms to the Client, with the knowledge and intention that the Client may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other proponents.

### 7.7 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the Client, or any known participants in the project as requested in the bidform.

### 7.8 Accuracy of Information

While the Client has used considerable efforts to ensure an accurate representation of information in the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The Client and Colliers Project Proposal Leaders Inc. gives no representation whatsoever as to the accuracy or completeness of any of the information set out in this RFP, or any other proponents. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against Colliers Project Leaders Inc., Owner or its representatives, agents, consultants and advisors, with respect to such information.

### 7.9 Ownership of Submissions

All proposal documents are the property of LMCH. Extracts of proposals, including criteria and analysis to determine best value, may be included as part of a recommendation to LMCH. This information will be part of a public document. Proponents should indicate in their proposal which parts of the proposal, if any, are exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act.” The information submitted in response to this RFP will be treated in accordance with relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used solely for the purposes stated in this Request. The Proponent does, by submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in the section of this Request.

### 7.10 Law of Ontario

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

### 7.11 Compliance with Laws

The Consultant will comply with all laws applicable to the work or performance of the Contract.

### 7.12 Working Language

All proposals must be written in English, all correspondences will be in English.

### 7.13 No Public Communication

Any publicity or press release with respect to this agreement shall be within the sole discretion of LMCH as the party issuing the contract

#### 7.14 Debriefing

Unsuccessful proponents may request a debriefing session to review their competitive bid. Any discussions relating to any submission other than that of the proponent will be strictly prohibited. This debriefing session is intended to provide general feedback regarding the proponent's rating on various criteria in order to allow the proponent to understand where future improvements might be available.

End of Section SEVEN

## 8 EXHIBIT A – HOUSE RULES

The following rules apply to Contractor(s), Consultants(s) and all Subcontractors, vendors and outside personnel working in or around the premises of the Site referred to as “Personnel”.

1. No Construction Personnel shall be allowed in Owner’s employee or tenant designated areas on tenant occupied floors unless working in that area.
2. Construction Personnel are to eat, take breaks, change clothes and use restrooms etc. in
3. designated areas only. LMCH designate will provide details.
4. Parking availability is limited, contact LMCH designate for parking passes.
5. Access and egress to and from the Site will be identified by the LMCH designate. All contractors to report to the maintenance office to sign in before starting any work. All Construction Personnel will wear suitable identification, i.e., photo badge while on premises.
6. Use of elevator(s) for the movement of equipment must be properly performed and must be protected from damage. Contact Maintenance Repair personnel if elevator required to be out of service for any duration of time.
7. Service elevator use to be scheduled with LMCH designate. Provide up to 48 hours advance notification if the elevator is to be in ‘service’ for more than 1 hour at a time.
8. There will be no use of Owner’s employees or personnel or their tools, equipment or facilities during performance of the work.
9. Trash shall be removed on a daily basis without use of Owner’s facilities or the Site compactor. Site shall be left in broom swept condition. Absolutely no Site areas are to be used for storage of debris without prior consent from Owner.
10. All temporary barriers and partitions will be placed in a safe workmanlike manner pursuant to industry practices. Any such work will take place after written notification and coordination with Owner or designated personnel. All temporary barriers/hoarding wall are to be taped, spackled, and painted unless wallcovering is specifically noted.
11. Provide temporary signage and lighting as required where public space is affected.
12. Life safety systems will be always maintained in an operating condition unless specific shutdowns have been pre-scheduled. These include but are not limited to security system, cameras, fire-alarm system, smoke detectors, CO detectors.
13. If activities create dust, ensure above noted devices are protected.
14. A shutdown of any building service must be scheduled a minimum of 48 hours in advance. Shutdown of any major building services will be scheduled at the discretion of the Owner and only after sufficient advance notice.
15. Absolutely no radio playing is permitted on the worksite.
16. The Contractor shall protect and secure its materials and equipment against loss by theft or otherwise. The Owner will not accept any claim for money or delay in time of completion due to alleged theft of materials or equipment from the jobsite unless such loss is due to Owner’s sole negligence.
17. Alcoholic beverages, narcotics are absolutely prohibited on the premises. Failure to comply with this rule will result in immediate dismissal. Smoking must be in designated areas as instructed by LMCH designate.

---

**Continued Exhibit A**

18. Any work in public areas will require strict supervision to assure that absolutely no tenant interference will occur. Contractor assumes full responsibility for this supervision.
19. Use of chemicals related to job performance must be reported to the Owner prior to use. Use of such chemicals must be in strict compliance with OSHA standards and all other applicable laws.
20. A Hot Work Permit must be completed and delivered to Maintenance Repair personnel on site. If no one else is spotted on the site, perhaps notify OCM
21. Working hours: as per the COL Bylaws
22. Damage to the Site including carpet and pad, wallcovering, soft goods, case goods, hardware, electronics, electrical fixtures, switch plates, bathroom fixtures and accessories and any sundry items will be the responsibility of the Contractor.
23. Any wet work such as tile installation will be conducted only after proper protection of adjacent areas. Contractor is responsible for returning all areas to their proper condition upon completion.
24. On-Site storage facilities will not be automatically available. Where facilities are provided, Contractor is responsible for maintaining them in a clean fashion and returning them in like condition. Keys, Fobs and Parking passes are issued for the duration of work and is required to return once the work is done.
25. Contractor is responsible for scheduling all deliveries; receipt of and transport of all such materials are the responsibility of the Contractor. None of Owner's employees or personnel will be utilized for these purposes.
26. Contractor bears full responsibility for protection and daily cleanup of the work area. Any Construction Personnel who fail to protect the Site, clean the premises, or properly remove Project-related debris at the end of each workday or as scheduled, will be subject to a back charge should Owner's employees or personnel perform this service.
27. Any damage to Elevator must be promptly reported and contractor is responsible for all damages incurred. Contractor to ensure all works are performed by the base building elevator contractor.
28. No elevator shall be operated with an open hatch unless supervised by the required, licensed elevator technician for the Project and prior approval is provided by Owner. Contractor is solely responsible for scheduling such supervision and providing any related insurance requirements.
29. Unauthorized removal of any existing property at the Site by any Construction Personnel is
30. strictly forbidden and will result in immediate dismissal.
31. Unauthorized entry into the Site will result in immediate dismissal.
32. Contractor shall provide a discrimination and harassment free work environment.
33. Construction Personnel are prohibited from taking pictures of the Site and are prohibited from publicizing, emailing, distributing, or otherwise posting pictures of the Site on the internet, including on social media sites like Facebook, unless for the Purpose of inspections, reports, proof of as found site conditions.
34. Legislation as dictated by the Health and Safety Board, the Ministry of Labour, and other authorities must be practiced. Negligence can lead to termination.

Contact project manager or maintenance repairs if there is any issues on site.

It is the Contractor's responsibility to provide these house rules to all of Contractor's employees and to all Subcontractors and all other Construction Personnel. Each of these work rules will be strictly enforced and the Contractor held liable for the failure to comply by those in their employ.

Continued Exhibit A – to be submitted upon award.

By signing this document, you have agreed to abide by the ‘house rules’ as set out by LMCH within their portfolio.

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature:

## 9 EXHIBIT B - DEFINITIONS

Definitions outlined in any CCDC documentation should be referred to even if a CCDC contract is not executed for the project.

Alternate Price	means a price for a particular product, item or unit of work in lieu of a specified product, item or unit of work by the Contract. The net difference in cost is to be either added or deducted from the tender amount, if accepted by LMCH. See Appendix "B" of the Tender Submission for more details.
Client	means LMCH – London & Middlesex Community Housing
Closing Date and Time	The date and local time after which proposals will not be accepted.
Commissioning	assuring that all building systems and components impacted by this scope of work are designed, installed, tested, and operating according to the specified requirements.
Comparable Project	means projects with similar scope and value completed within the last 10 years of issuance of the RFT/RFP.
Contract	means the Proponent contract for which this Request for Proposal is issued
Contractor	means an employer or company hired to perform work on behalf of the Client including but not limited to consultants.
Design Project Leader	Means a registered Architect (OAA) who is the Proponents managing design partner/principal accountable for the Architect's role in providing design management, procurement, permitting and contract administration
Discipline Design Leader	means the individual who acts as the Architect's sub-consultant's principal representative and is responsible for the discipline's design, procurement, and contract administration
Evaluation Committee	a committee assembled by LMCH to evaluate all submitted Proposals and determine a Successful Proponent.
General Contractor	The construction firm delivering the construction work under the CCDC
LMCH	London & Middlesex Community Housing
Owner	means LMCH – London & Middlesex Community Housing
Project Management Team	means a team consisting of the Client and/or their delegate, the Project Manager, and the Design Project Leader with the objective of ensuring the effective conduct of the project.
Project Manager	means the LMCH Project Manager assigned to manage the project
Professional Services	means the services to be provided in accordance with this RFT/RFP.
Proposal	a Proponent's submission in response to the Request for Proposal.
Schematic Design	The meaning defined by the OAA but includes those deliverables identified in this RFP
Successful Proponent	means the company or firm that has been identified as the company or firm with whom the Client will initially discuss the contract arrangements based upon acceptance of the Proponent's Proposal.

## 10 EXHIBIT C – ACCESSIBILITY COMPLIANCE

In submitting this Accessibility Compliance Form to: LONDON & MIDDLESEX COMMUNITY HOUSING

I have authority to bind the Company and do hereby make the following statements that I certify to be true and complete in every respect.

I acknowledge that as a vendor of London & Middlesex Community Housing (LMCH) we are bound to comply with the *Accessibility Standards for Customer Service, Ontario Regulation 429/07* under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* as amended from time to time.

In accordance with the requirements of Section 6 of the regulation, I understand that effective the first day of January, of every year, all individuals who provide service to or on behalf of LMCH must receive training that includes the following content:

- A review of the purposes of the *Accessibility for Ontarians with Disabilities Act, 2005* and the requirements of the customer service standard;
- How to interact and communicate with people with various types of disabilities;
- How to interact with people with disabilities who use an assistive device, service animal or support person;
- How to use the equipment or assistive devices available on the premises that may assist in the provision of goods and services to people with disabilities;
- What to do if a person with a particular type of disability is having difficulty accessing goods or services; and

I certify that effective as of January 1st, of this year, at the latest, all required training will be received by current and future new employees, agents, sub-contractors, volunteers, or others for whom we are responsible, prior to providing goods or services to, or on behalf of, LMCH.

I certify that we will track the training of employees, agents, sub-contractors for whom we are responsible and will produce a written record of completed training as required under the customer service standard, upon request.

I certify that these requirements will remain in effect for the duration of the contract and/or business agreement with LMCH.

I understand LMCH is relying on this certificate to ensure that any employees, sub-contractors or other representatives of our company who have any dealings with the public on behalf of the LMCH have received training as required by *Accessibility Standards for Customer Service, Ontario Regulation 429/07*.

I understand that if this Certificate is found not to be true and complete in every respect, LMCH has the authority to discontinue our services.

NOTE: LOCATION OF PARKING STALLS & PAINTED AREAS ARE APPROXIMATE & ARE TO MATCH EXISTING. TO BE IN ACCORDANCE WITH LOCAL CURRENT FACILITY ACCESSIBILITY DESIGN STANDARDS.

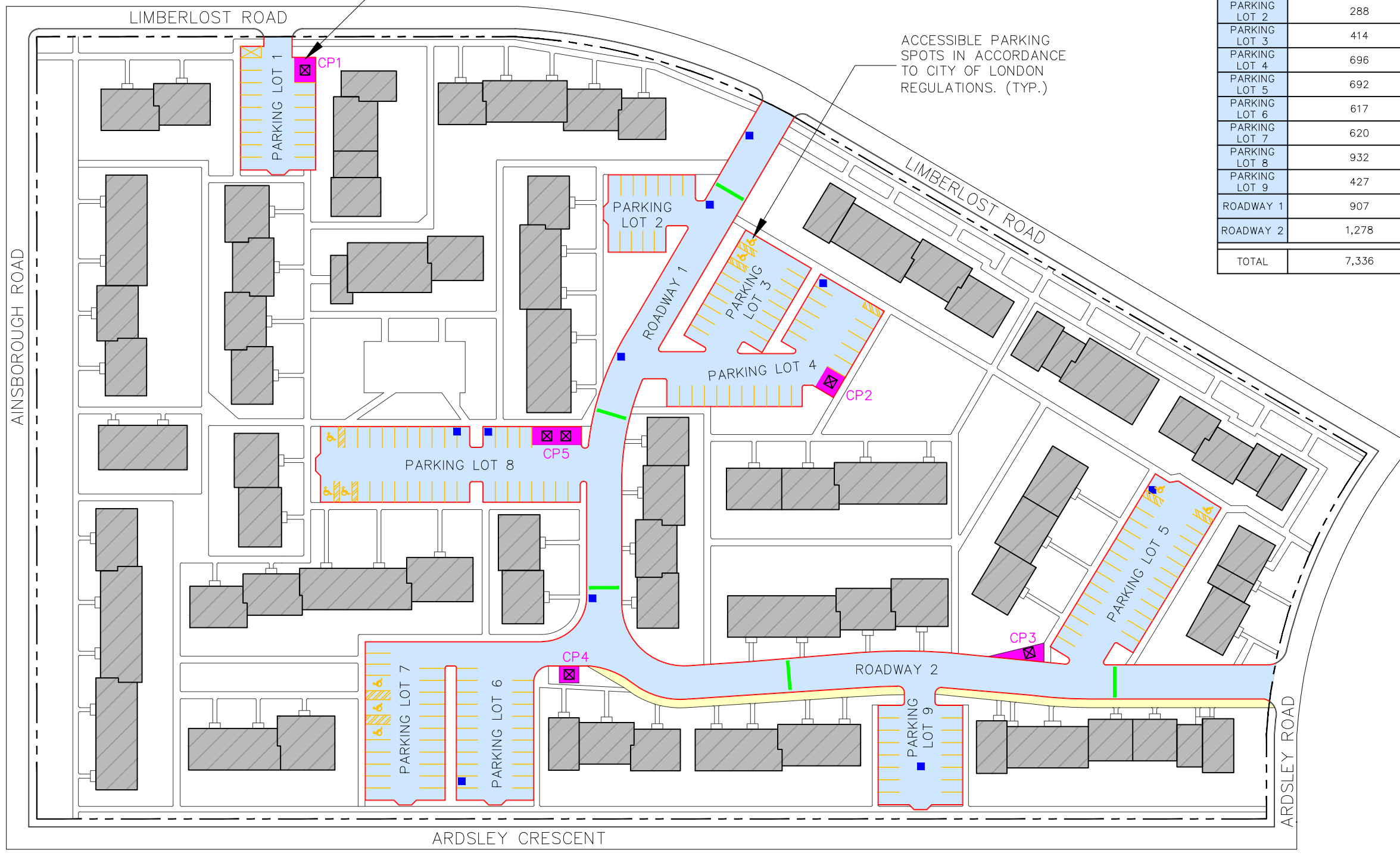
1. TO INCLUDE TACTILE WARNING PADS AT ALL BARRIER FREE CURB RAMPS ADJACENT TO BARRIER FREE ACCESS AISLES

NEW REINFORCED CONCRETE PAD (TYP.)

ACCESSIBLE PARKING SPOTS IN ACCORDANCE TO CITY OF LONDON REGULATIONS. (TYP.)

QUANTITIES			
LOCATION	APPROX. ASPHALT AREA (m2)	APPROX. CURB LENGTH (m)	APPROX. CONC. SIDEWALK AREA (m2)
PARKING LOT 1	465	86	-
PARKING LOT 2	288	67	-
PARKING LOT 3	414	79	-
PARKING LOT 4	696	136	-
PARKING LOT 5	692	115	-
PARKING LOT 6	617	100	-
PARKING LOT 7	620	103	-
PARKING LOT 8	932	160	-
PARKING LOT 9	427	80	-
ROADWAY 1	907	215	-
ROADWAY 2	1,278	315	260
<b>TOTAL</b>	<b>7,336</b>	<b>1,456</b>	<b>260</b>

REINFORCED CONCRETE PAD TABLE	
MARK	APPROX. CONCRETE AREA (m2)
CP1	28
CP2	25
CP3	27
CP4	17
CP5	45
<b>TOTAL</b>	<b>142</b>



1 SITE PLAN  
A1.1 SCALE: AS NOTED

LEGEND:	
	DWELLINGS
	EXISTING CATCH BASIN
	CONCRETE SIDEWALK REPLACEMENT TOTAL AREA = APPROX. 260 m2
	PAVEMENT REPLACEMENT TOTAL AREA = APPROX. 7,336 m2
	PROPOSED SPEED BUMP LOCATIONS
	YELLOW PAVEMENT MARKINGS
	CONC. CURBS TO BE REPLACED

**irc GROUP**  
**IRC Building Sciences Group**  
 A Rimkus Company  
 4026 MEADOWBROOK DRIVE, SUITE 131  
 LONDON, ONTARIO, N6L 1C7  
 TEL: 519.652.5985, FAX: 519.652.9926  
 1.888.607.5245 WWW.IRCGROUP.COM

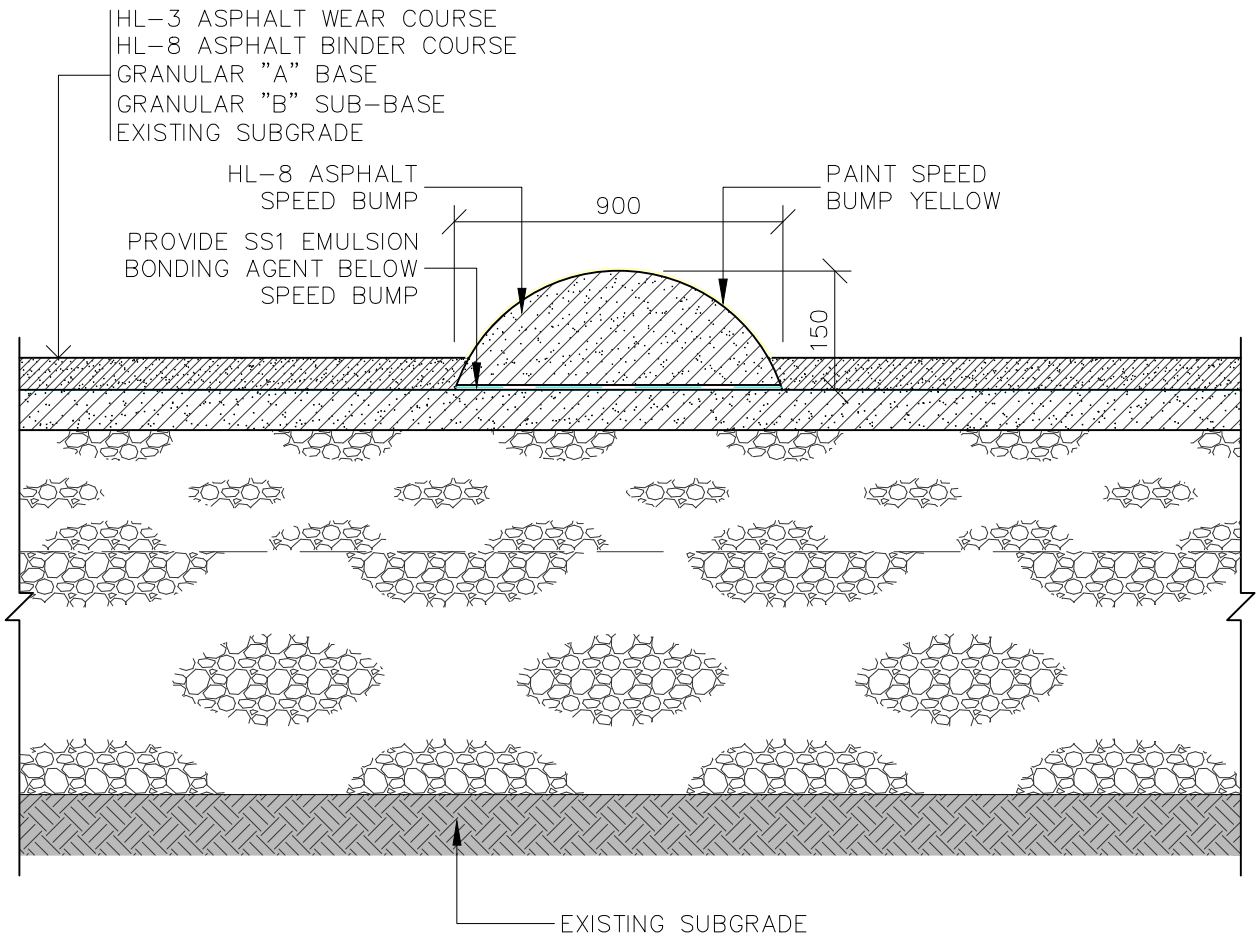
TITLE:	SITE PLAN
CLIENT:	LONDON & MIDDLESEX COMMUNITY HOUSING
PROJECT:	PAVEMENT REPLACEMENT 1481 LIMBERLOST ROAD LONDON, ONTARIO

IRC #:	25081
W.O.#:	LA22-048SP
SCALE:	N.T.S.
DATE:	OCT. 17/22

PROJECT NORTH:	DRN.: J.D
	CHK.: M.M./B.D.
(TRUE NORTH)	DWG.#: 112A1.1

M:\PROJECTS\25051-26000\25081\_1481 LIMBERLOST RD, LONDON, ON\LA22-048SP\_PAVEMENT REPLACEMENT\04\_CAD\02\_WORKING\IRC - 25081 - LA22-048SP - PAVEMENT REPLACEMENT.DWG





TITLE: TYPICAL SPEED BUMP SECTION DETAIL

NOTE: NO REPRODUCTION OR USE OF THIS DRAWING IS AUTHORIZED WITHOUT EXPRESSED WRITTEN CONSENT  
 © 2022 IRC BUILDING SCIENCES GROUP, A RIMKUS COMPANY

REVISED:

REV'N.#:

DRN. BY: F.Z./M.M.

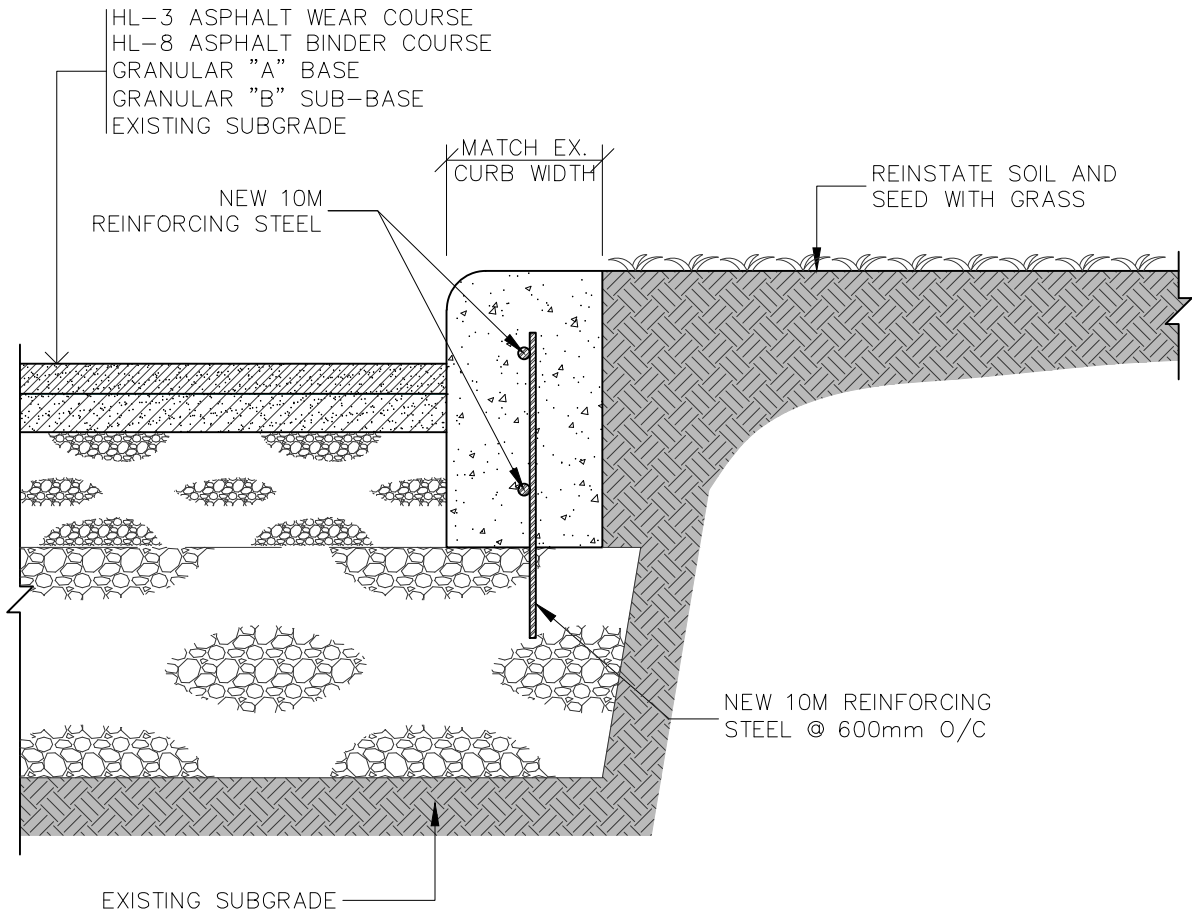
CHK. BY: M.H.

SCALE: N.T.S.

DATE: 14 SEP. 2022

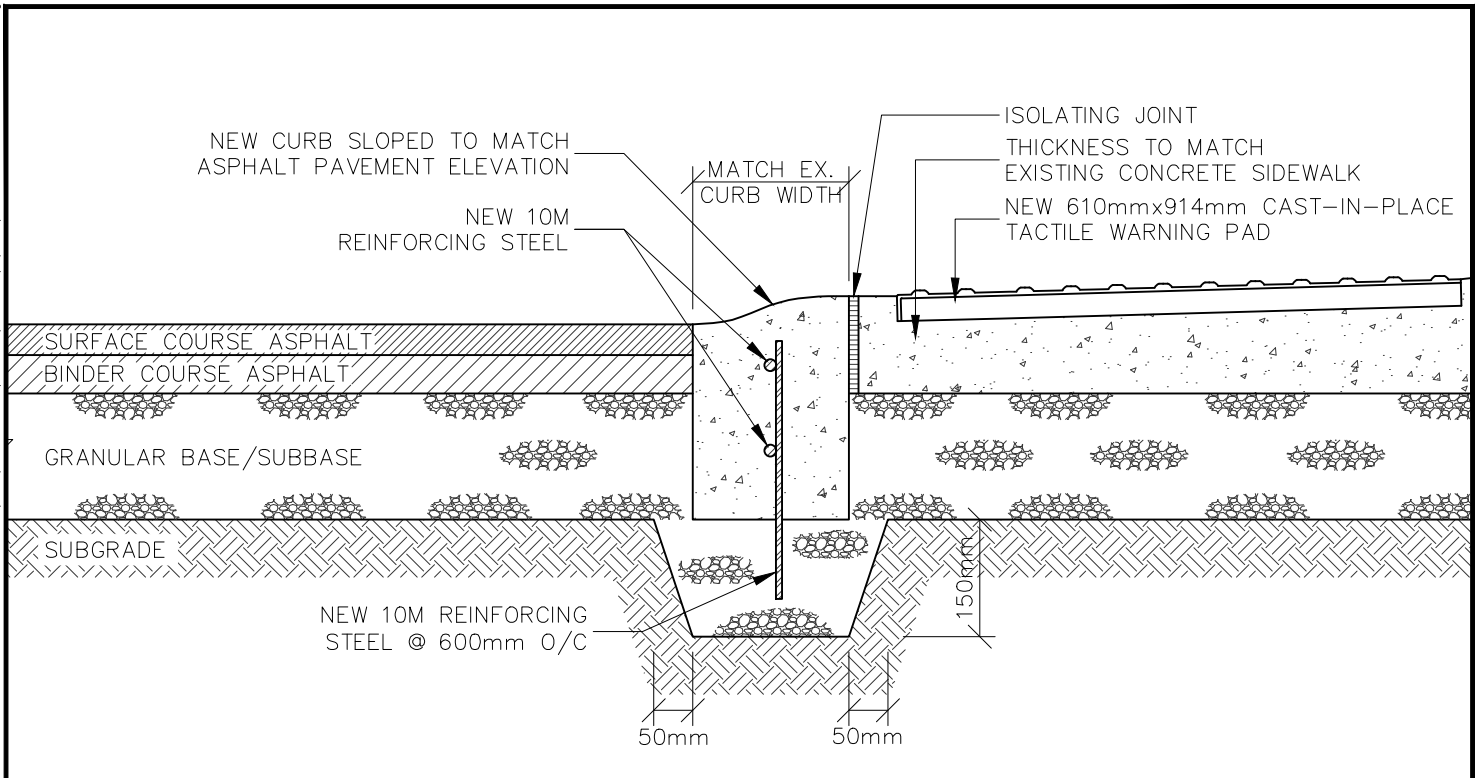
DWG.#:

AC06  
113

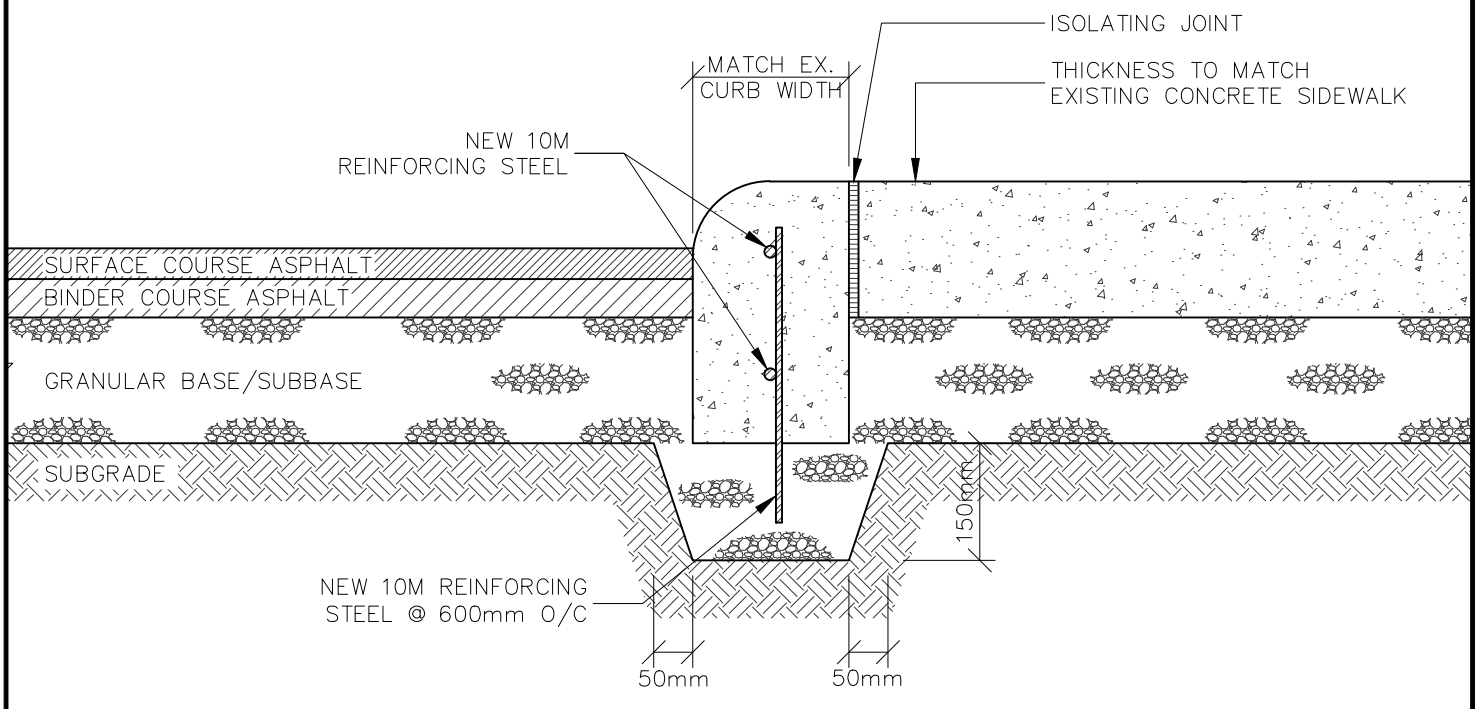


<p><b>TITLE:</b> NEW PAVEMENT STRUCTURE &amp; CONC. CURB DETAIL</p> <p><b>NOTE:</b> NO REPRODUCTION OR USE OF THIS DRAWING IS AUTHORIZED WITHOUT EXPRESSED WRITTEN CONSENT © 2022 IRC BUILDING SCIENCES GROUP, A RIMKUS COMPANY</p>	<p><b>REVISED:</b></p>	<p><b>SCALE:</b> N.T.S.</p>
	<p><b>REV'N.#:</b></p>	<p><b>DATE:</b> 14 SEP. 2022</p>
	<p><b>DRN. BY:</b> F.Z./M.M.</p>	<p><b>DWG.#:</b></p>
	<p><b>CHK. BY:</b> M.H.</p>	<p>AC07 114</p>


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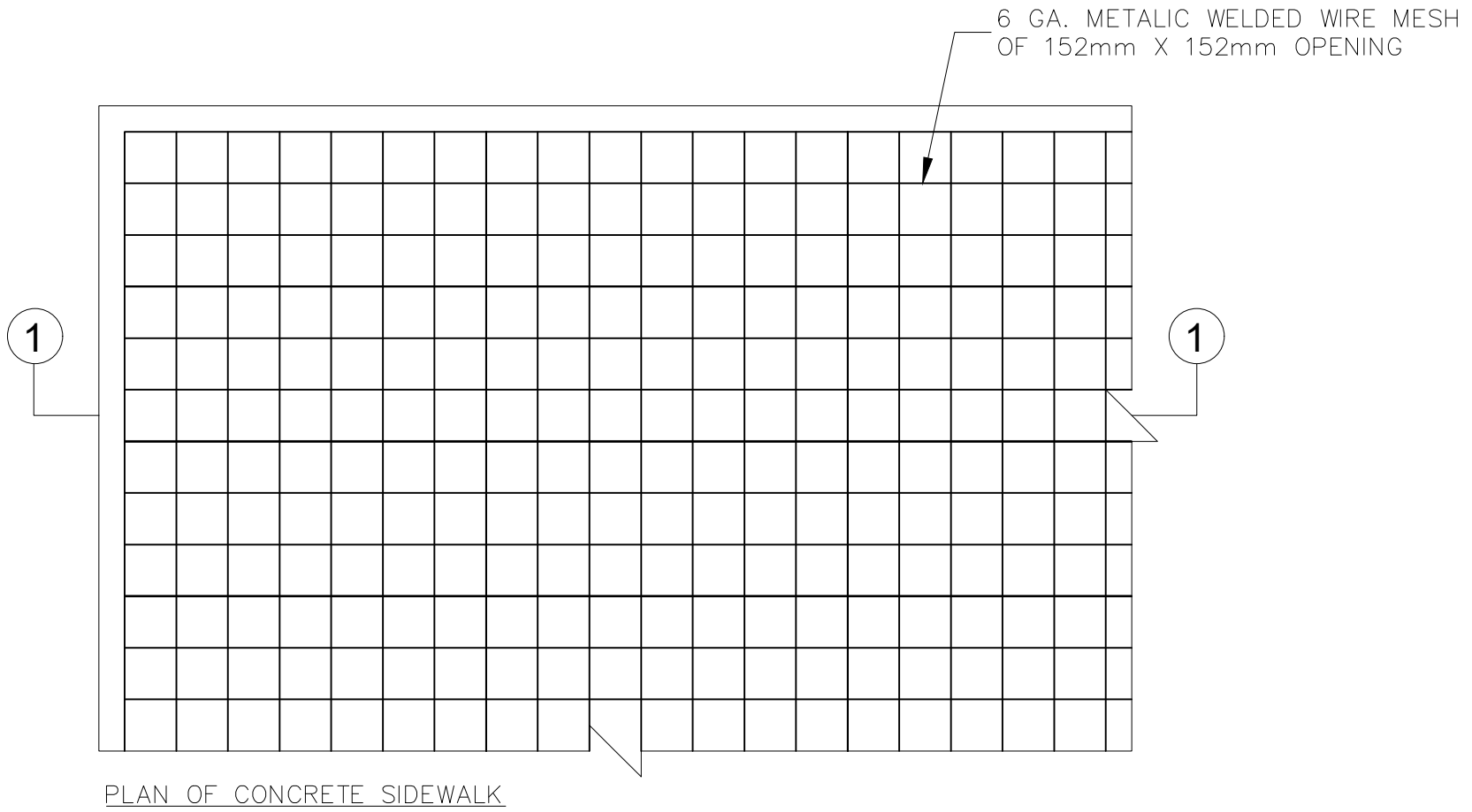
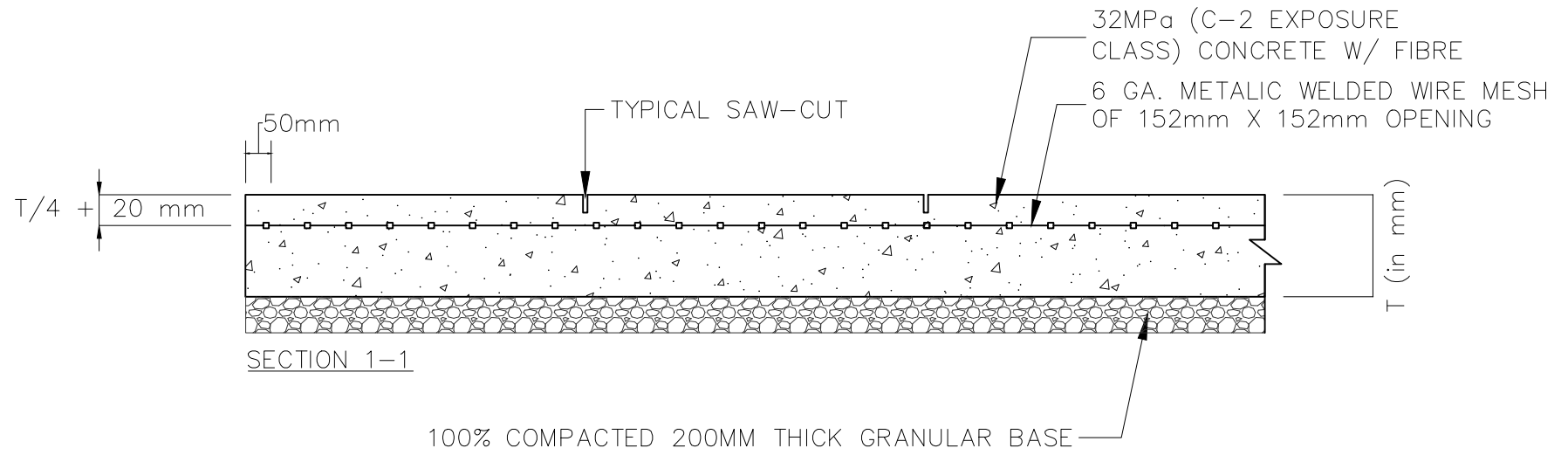


NEW CONCRETE CURB AT CROSSWALK/BARRIER FREE PARKING ISLES



TYPICAL NEW CONCRETE CURB

	TITLE:	CONCRETE CURB DETAIL		REVISED:	SCALE: N.T.S.
	NOTE: NO REPRODUCTION OR USE OF THIS DRAWING IS AUTHORIZED WITHOUT EXPRESSED WRITTEN CONSENT © 2022 IRC BUILDING SCIENCES GROUP, A RIMKUS COMPANY	REV'N.#:	DRN. BY: F.Z./M.M.	DATE: 17 OCT. 2022	
		CHK. BY: M.H.	DWG.#:	AC08	
				115	



NOTE: THE DEPTH OF THE SAW CUT SHOULD NOT BE MORE THAN 1/4 OF THE THICKNESS (T) OF SIDEWALK.

LEGEND:



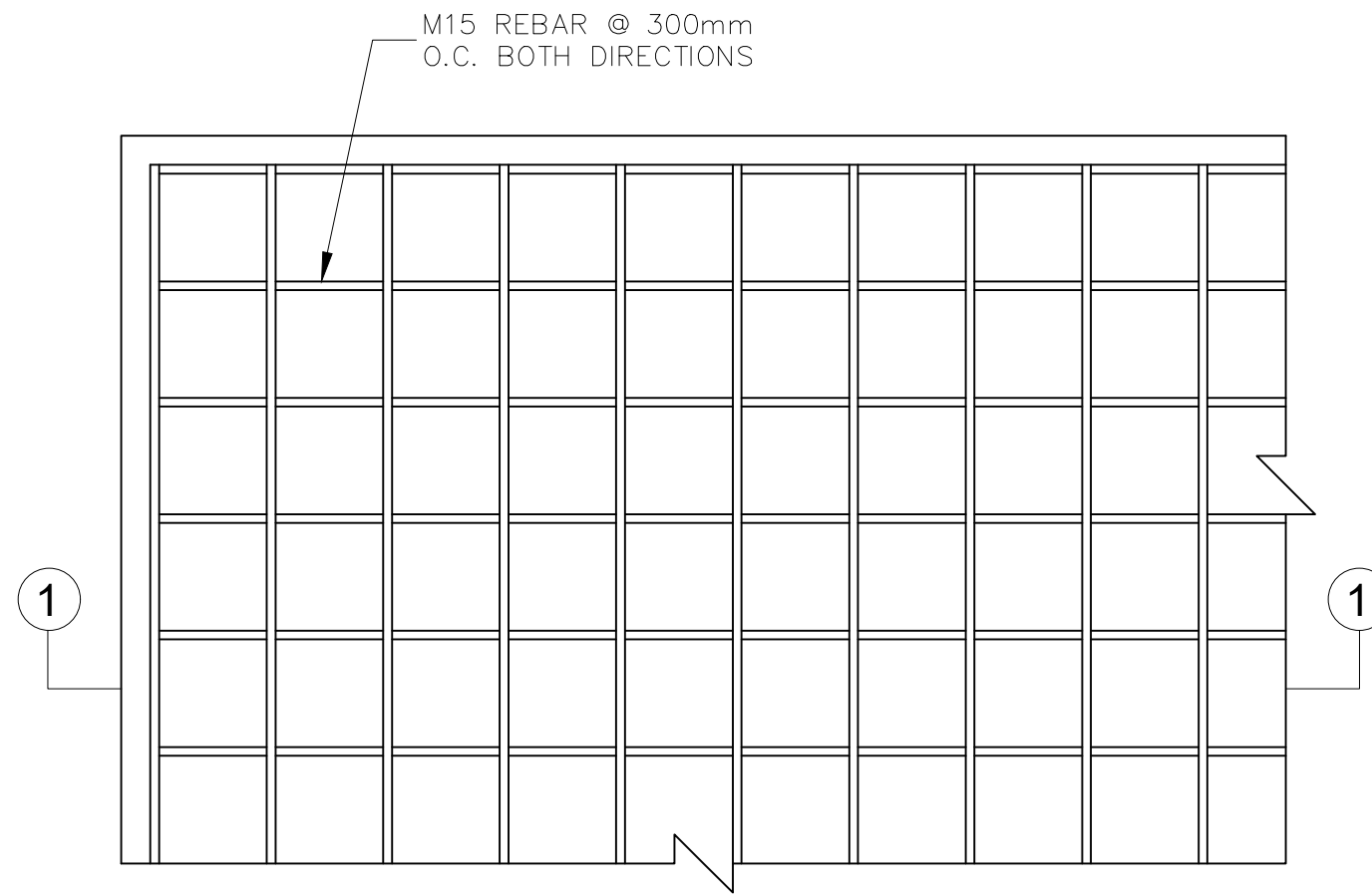
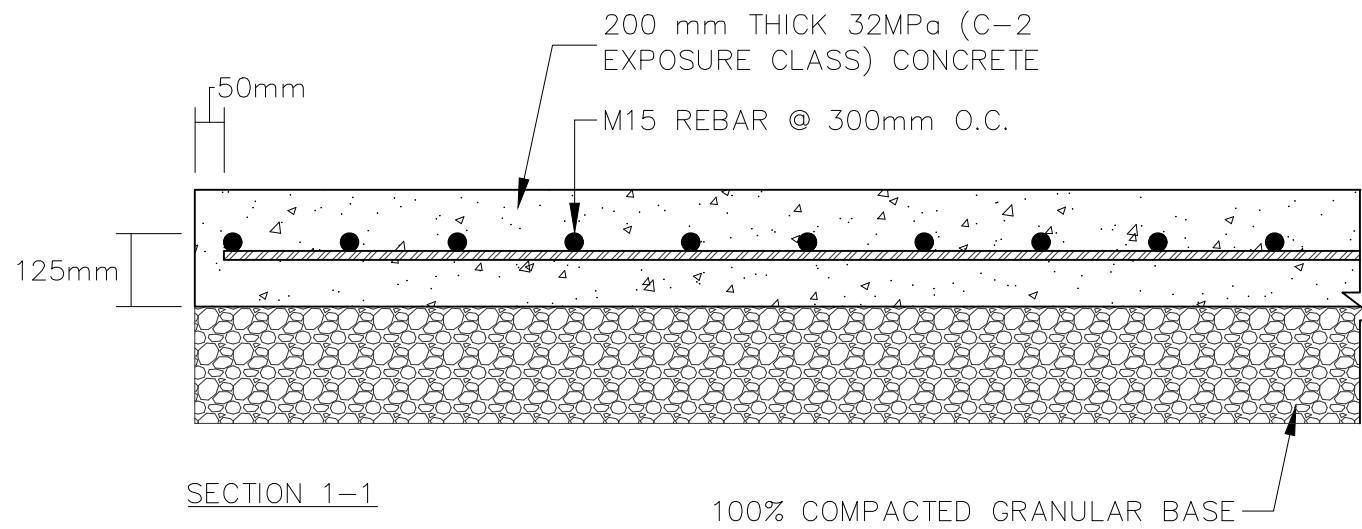
**IRC Building Sciences Group**  
 A Rimkus Company  
 4026 MEADOWBROOK DRIVE, SUITE 131  
 LONDON, ONTARIO, N6L 1C7  
 TEL: 519.652.5985, FAX: 519.652.9926  
 1.888.607.5245 WWW.IRCGROUP.COM

TITLE:	NEW CONCRETE SIDEWALK DETAIL
CLIENT:	—
PROJECT:	—

REVISED:	
REV'N#:	
SCALE:	N.T.S.
DATE:	17 OCT. 2022

DRN.:	M.A.
CHK.:	M.H.
DWG.#:	10R002

M:\DRAWINGS\XXX.DWG



PLAN OF CONCRETE SLAB

LEGEND:	
---------	--

**irc** GROUP

**IRC Building Sciences Group**  
 A Rimkus Company  
 4026 MEADOWBROOK DRIVE, SUITE 131  
 LONDON, ONTARIO, N6L 1C7  
 TEL: 519.652.5985, FAX: 519.652.9926  
 1.888.607.5245 WWW.IRCGROUP.COM

TITLE:	NEW CONCRETE SLAB DETAIL
CLIENT:	—
PROJECT:	—

REVISED:	
REV'N#:	
SCALE:	N.T.S.
DATE:	17 OCT. 2022

DRN.:	R.S.L.
CHK.:	M.H.
DWG.#:	107R003

M:\DRAWINGS\XXX.DWG

**TENDER FORM**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd.</b>
	<b>London, ON,</b>
<b>Submitted To:</b>	<b>London &amp; Middlesex Community Housing</b>
	<b>1299 Oxford St. E.</b>
	<b>London, ON, N5Y 4W5</b>
<b>Attention:</b>	<b>Scott Robertson</b>

We, \_\_\_\_\_  
(Company Name)

of \_\_\_\_\_  
(Business Address)

\_\_\_\_\_

having carefully examined the Tender Documents and Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive and having visited the Project Site and examined the conditions affecting the work; hereby offers to enter into a Contract to perform the Work required by the Tender Documents for the Stipulated Price of

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

which includes any specified Cash and Contingency Allowances, Itemized prices, applicable taxes, including the Harmonized Sales Tax, and duties in force at this date, and all taxes known to be applicable during the construction period.

**Appendices to Tender:**

The information on List of Tender Documents are provided and form an integral part of this Tender.

- A - List of Subcontractors
- B - Price Breakdown
- C - Unit Prices
- D- Asphalt Cement Price Adjustment

**DECLARATIONS**

We hereby declare that:

- (a) we agree to perform the work in accordance with the agreed schedule, to be prepared after the award of Contract.
- (b) we hereby agree to commence the work in accordance with the Tender Documents within \_\_\_\_\_ working days of the award of the Contract (weather permitting).
- (c) we hereby agree to complete the work within \_\_\_\_\_ working days of mobilization (weather permitting)
- (d) this tender is open to acceptance for a period of sixty (60) days from the date of tender closing;

**Signatures:**

Signed, sealed and submitted for and on behalf of:

**Company:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

**Signature:**

\_\_\_\_\_

**Name and Title:**

\_\_\_\_\_  
(Print or Type)

**Witness:**

\_\_\_\_\_

**Name and Title:**

\_\_\_\_\_  
(Print or Type)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPENDIX "A"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**LIST OF SUBCONTRACTORS**

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

<b>Division or Section of Work</b>	<b>Name of Subcontractor or Supplier</b>	<b>Product</b>
Asphalt Removal/Saw Cutting/Milling.		
Hot-Mix Asphalt (HMA) Supplier		
General Excavation		
Backfilling		
Pavement Markings (Parking Lines)		
Pavement Crack Sealing (Asphalt Cracks)		
Concrete Work		
Catch Basin Adjustment/Replacement		
Material Testing		
Others		
Others		



**APPENDIX "B" STIPULATED PRICE BREAKDOWN**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**Table 1** shows the stipulated price breakdown for the items listed below. The Prices include the specified cost, overhead, profit and any applicable taxes in force at the date of tender.

<b>Table 1</b>						
<b>No.</b>	<b>Spec. No.</b>	<b>Item No. and Description</b>	<b>Unit</b>	<b>Est. Qty.</b>	<b>Unit Rate</b>	<b>Total Price</b>
B1.1	-	Mobilization:	L.S.	N/A	N/A	
B1.2	-	<b>Cash Allowance: Geotechnical Field-Testing &amp; Compaction Testing</b>	<b>N/A</b>	N/A	N/A	<b>\$10,000.00</b>
B1.3	-	Parking Lot 1 Rehabilitation:	L.S.	N/A	N/A	
B1.4	-	Parking Lot 2 Rehabilitation:	L.S.	N/A	N/A	
B1.5	-	Parking Lot 3 Rehabilitation:	L.S.	N/A	N/A	
B1.6	-	Parking Lot 4 Rehabilitation:	L.S.	N/A	N/A	
B1.7	-	Parking Lot 5 Rehabilitation:	L.S.	N/A	N/A	
B1.8	-	Parking Lot 6 Rehabilitation:	L.S.	N/A	N/A	
B1.9	-	Parking Lot 7 Rehabilitation:	L.S.	N/A	N/A	
B1.10	-	Parking Lot 8 Rehabilitation:	L.S.	N/A	N/A	
B1.11	-	Parking Lot 9 Rehabilitation:	L.S.	N/A	N/A	
B1.12	-	Roadway 1 Rehabilitation:	L.S.	N/A	N/A	
B1.13	-	Roadway 2 Rehabilitation:	L.S.	N/A	N/A	
B1.14	-	Concrete Sidewalk at Roadway 2:	m2	260		
B1.15	-	Install new asphalt speed bumps as shown on drawing A1.1:	Item	5		
B1.16	-	Install new reinforced concrete pads as specified and shown on drawings:	L.S.	N/A	N/A	
B1.17	-	<b>Cash Allowance: Restoration - Grass sod / seeding, asphalt and repair as required.</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$25,000.00</b>

<b>Subtotal (Excluding Taxes)</b>	
<b>Construction Contingency</b>	<b>\$25,000</b>
<b>Sales Tax</b>	
<b>Total Stipulated Price (Including Tax)</b>	

**Notes:**

- .1 If required by the Owner or Appointed Representative, the successful bidder should be prepared to submit a price breakdown. The contractor agrees to do extra work or to delete work as the Owner or Appointed Representative may require, with increases to or reduction in the Bid Price corresponding to the amount of said extra work or deleted work multiplied by the appropriate unit price items given in the Schedule of Quantities. The scope of work may be altered to suit Owner's requirements.
- .2 **ALL** quantities/measurements to be confirmed by Contractor from on-site take-offs.
- .3 Costs above include co-ordination of all locates to determine location of all services necessary to perform work.
- .4 For unit price items, payment will be based on actual quantity of work performed as measured on site jointly with the Consultant and Contractor.
- .5 The above prices/unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "C"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**UNIT PRICES**

The following rates would be applied for work items listed hereunder.

<b>Item No.</b>	<b>Description of Work</b>	<b>Unit Rate</b>	<b>Contractors Unit Cost</b>
111	If additional repairs are conducted that are not included in Scope of Work the cost of labour shall be:		
	Foreman	/ hour	\$ _____
	Tradesman	/ hour	\$ _____
	Laborer	/ hour	\$ _____
U2	If additional repairs are conducted that are not included in the Scope of Work, the mark-up on materials shall be cost plus:	%	15%

**Notes:**

- The unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "D"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>

**ASPHALT CEMENT PRICE ADJUSTMENT**

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement (PGAC) price index, as published monthly in the MTO Contract Bulletin and displayed on the OHMPA website (<http://www.ohmpa.org/acpi/acpiView.asp>). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2007 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to hot mix bid items. Provincial sales tax adjustment should be applied to the adjustment (either way).

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted in the Work during the month for which it is established. The payment adjustment for the month will be calculated the following means:

1. **When AC Prices are Rising** by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month prior to bid opening from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.
2. **When AC Prices are Falling** by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the bid opening, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.

The quantity of new asphaltic concrete includes all grades of asphaltic concrete supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quality of the escalation/de-escalation will be calculated using the hot mix quantity accepted in the Work.

**ASPHALT CEMENT PRICE INDEX**

We acknowledge the PGAC price index for the month prior to bid opening is \$ \_\_\_\_\_ / tonne

**END OF SECTION – 00 41 00**

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## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

- .1 Contractor's use of premises.
- .2 Owner occupancy.
- .3 Project schedule.
- .4 Scope of Work.

### 1.2 BID PRICING

- .1 Provide a Stipulated Lump Sum Price on Bid Form to perform all Work described in this Summary of Work, its related technical specification sections, and as shown on drawings.
- .2 Base Bid Pricing: Provide a breakdown of Stipulated Lump Sum Price as itemized and indicated on Bid Form under Appendix "B" - Stipulated Price Breakdown.
  - .1 **Bid Item No. B1.1; Mobilization:** Lump Sum Price carry out mobilization and demobilization of all tools, materials and labour to complete the work as described in this section.
  - .2 **Bid Item No. B1.2; Geotechnical Field-Testing Allowance:** An allowance is provided for obtaining geotechnical field testing of all materials placed on site and base materials removed from in the site in accordance with Ontario Regulation 406/19.
  - .3 **Bid Item No. B1.3; Parking Lot 1 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 1, as specified and shown on drawings.
    - .1 Price to include:
      - .1 Mill/excavate and dispose of asphalt: 465 m2.
      - .2 Remove existing curbs and install new curbs as per drawings and details: 86 m.
      - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 171 tonnes.
      - .4 Allowance for grading stone as required: 29 tonnes.
      - .5 Reset existing catch basins in area of work. Locations shown on drawings.
      - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 465 m2.
      - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 465 m2.
      - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
        - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.

- .4 **Bid Item No. B1.4: Parking Lot 2 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 2, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 288 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 67 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 106 tonnes.
  - .4 Allowance for grading stone as required: 17 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 288 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 288 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.
- .5 **Bid Item No. B1.5: Parking Lot 3 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 3, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 414 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 79 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 152 tonnes.
  - .4 Allowance for grading stone as required: 26 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 414 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 414 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.

- .6 **Bid Item No. B1.6: Parking Lot 4 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 4, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 696 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 136 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 255 tonnes.
  - .4 Allowance for grading stone as required: 43 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 696 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 696 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.
- .7 **Bid Item No. B1.7: Parking Lot 5 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 5, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 692 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 115 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 254 tonnes.
  - .4 Allowance for grading stone as required: 43 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 692 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 692 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.



- .8 **Bid Item No. B1.8: Parking Lot 6 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 6, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 617 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 100 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 226 tonnes.
  - .4 Allowance for grading stone as required: 38 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 617 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 617 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.
- .9 **Bid Item No. B1.9: Parking Lot 7 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 7, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 620 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 103 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 227 tonnes.
  - .4 Allowance for grading stone as required: 38 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 620 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 620 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.

- .10 **Bid Item No. B1.10; Parking Lot 8 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 8, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 932 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 160 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 341 tonnes.
  - .4 Allowance for grading stone as required: 57 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 932 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 932 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.
- .11 **Bid Item No. B1.11; Parking Lot 9 Rehabilitation:** Price to perform specified rehabilitation work on Parking Lot 9, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 427 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 80 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 157 tonnes.
  - .4 Allowance for grading stone as required: 27 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 427 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 427 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
    - .1 Install new individual parking spot numbering, to be co-ordinated with Client prior to installation.

- .12 **Bid Item No. B1.12; Roadway 1 Rehabilitation:** Price to perform specified rehabilitation work on Roadway 1, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 907 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 215 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 332 tonnes.
  - .4 Allowance for grading stone as required: 56 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 907 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 907 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
- .13 **Bid Item No. B1.13; Roadway 2 Rehabilitation:** Price to perform specified rehabilitation work on Roadway 2, as specified and shown on drawings.
- .1 Price to include:
- .1 Mill/excavate and dispose of asphalt: 1278 m2.
  - .2 Remove existing curbs and install new curbs as per drawings and details: 315 m.
  - .3 Allowance for Base/Sub-base repairs as directed by geotechnical consultant: 468 tonnes.
  - .4 Allowance for grading stone as required: 78 tonnes.
  - .5 Reset existing catch basins in area of work. Locations shown on drawings.
  - .6 Supply, place and compact 50mm of HL8 binder course asphalt on roadway/parking lots: 1278 m2.
  - .7 Supply, place and compact 50mm of HL3 binder course asphalt on roadway/parking lots: 1278 m2.
  - .8 Re-instate pavement markings as shown on drawings and to match existing configuration.
- .14 **Bid Item No. B1.14; Concrete Sidewalk at Roadway 2:** Price to install new concrete sidewalk as shown on drawings and details.
- .15 **Bid Item No. B1.15; Asphalt Speed Bumps:** Price to install new asphalt speed bumps, as shown on drawings and details.

.16 **Bid Item No. B1.16; Reinforced Concrete Pads**: The cost to install new 200mm thick reinforced concrete garbage pad using CSA 32 MPa C-2 exposure class concrete including placement of M15 rebars @ 300mm on centre and in accordance with Section 32 16 00. Exact location to be confirmed with owner and consultant.

.3 Unit Pricing: Items to be performed as required and reviewed by Consultant where exposed during performance of Work or where directed on site by Consultant, and added to Contract Price.

.1 **Additional Work**: The hourly rates for labour to be applied if additional repairs are conducted that are not included in the Base Bid.

.2 **Additional Material Mark-up**: If additional repairs are conducted that are not included in the Base Bid, payment for material mark-up shall be cost plus 15%.

### 1.3 CONTRACTOR'S USE OF PREMISES

- .1 Contractor shall limit use of premises for Work, for storage, and access.
- .2 Coordinate use of premises under direction of Owner and Engineer/Consultant.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .4 Site access to be maintained for entire duration of work.

### 1.4 OWNER OCCUPANCY

- .1 Owner will occupy premises during entire construction period for execution of normal operations.
- .2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

### 1.5 PROJECT SCHEDULE:

- .1 Owner requires that work of this Contract be completed as quickly as possible once started and consideration will be given to time of completion when reviewing Bids submitted.
- .2 Estimated Start Date: October 2022
- .3 Completion Date: Thirty (30) working days after mobilization.
- .4 The pavement rehabilitation work should be completed in multiple phases of roughly equal size.
  - .1 If work is to be split into multiple phases, priority of replacement work shall be to complete work related to Roadway 1 and Roadway 2 first.

### 1.6 SCOPE OF WORK

- .1 **Mobilization**: The cost related to mobilization/demobilization of all tools, materials, and labour required to perform the work as outlined in the specifications. Specifically, it is expected that the Contractor will:
  - .1 Go beyond the minimum to ensure the safety and proper execution of public routing; ensuring temporary access to fire exits if and when they are affected as part of the work.
  - .2 Coordinate all trades to ensure the work is completed as soon as possible.
  - .3 Perform all work according to all Ministry of Labour requirements.

- .4 Install temporary protection at all locations of work, as required to ensure safe, clean, orderly removal and disposal work and to provide protection for all property, building components, vehicles, pedestrians and occupants.
  - .5 Obtain all service and utility locates for private and public services prior to any excavations. Provide proof to Engineer prior to commencing work.
  - .6 Dispose of all materials at landfill site authorized by authorities having jurisdiction.
  - .7 Accept that weather conditions are considered incidental to the Work and will not be considered additional to Bid Price.
  - .8 Provide all flagman, barriers and pylons as required to secure work areas and to provide safe access for residents and vehicles.
  - .9 Perform daily and final clean-up of the work area and surrounding areas of the site.
  - .10 Include for reinstating the site to its original condition or better with the approval of the Owner prior to demobilization.
- .2 **Geotechnical Field-Testing Allowance:** An allowance is provided for obtaining geotechnical field testing of all materials placed on site and base materials removed from in the site in accordance with Ontario Regulation 406/19. The allowance is to include for the preparation of a report detailing testing which will be submitted to IRC. Costs for this item will be reimbursed at actual cost upon submission of geotechnical consultant's invoice(s) in accordance with the payment submittal procedures. Additional profit and overhead will not be paid for testing. Testing should include proof rolling / granular base testing and asphalt testing for both the base and surface course.
- .3 **Mill/excavate and dispose of roadway and parking area asphalt as shown on A1.1:** The cost to remove the existing asphalt pavement in accordance with Section 32 12 16 and as shown on Drawing A1.1. Specifically:
- .1 Mill/excavate/remove the full thickness of the existing asphalt pavement and dispose of at an approved site. Site measure and confirm the area to be removed prior to starting work.
  - .2 Dress the existing surface, proof-roll, re-grade, and compact granular material, as directed by geotechnical consultant.
- .4 **Remove existing curbs, install new curbs in configuration as shown on drawing A1.1:** Lump sum cost to reconfigure concrete curbs using CSA 32 MPa C-2 exposure class concrete and in accordance with Section 32 16 00. Curb to be installed in accordance with detail drawing AC07 and AC08.
- .5 **Allowance for Base/Sub-base repairs as directed by geotechnical consultant:** Allowance to cover the cost to excavate and properly dispose of inadequate base and/or subbase and/or subgrade at the direction of the geotechnical consultant, and to supply and reinstate with new granular material in accordance with Section 32 12 16. The work performed under this item will be paid in tonnes (metric tons). Specifically:
- .1 Once the asphalt has been removed and the base material exposed, all areas are to be proof rolled at the direction of the geotechnical consultant. Any visibly soft areas would be considered inadequate base, subbase and/or subgrade.
  - .2 Remove granular subbase and/or subgrade from these areas as directed by the geotechnical consultant and properly dispose off site.

- .3 Once areas of full depth removal are completed, the geotechnical consultant will review excavated areas to determine if additional removal of subbase and/or sub-grade is required.
- .4 Supply new Crusher Run Limestone (19mm) conforming to the Granular A designation, consolidated to meet specified densities as directed by geotechnical consultant.
- .6 **Allowance for grading stone as required:** Allowance to supply, place, and compact new granular material as required to ensure adequate drainage to existing catch basins. The work performed under this item will be paid in tonnes (metric tons).
- .7 **Reset existing catch basins:** The cost to reset and level each existing catch basin.
- .8 **Supply, place and compact 50mm of HL8 binder course asphalt on roadway and parking lots:** The cost to supply, place and compact HL8 Binder Course Asphalt, by machine to 50mm compacted thickness in accordance with Section 32 12 16. The work performed under this item will be paid in square meters (m<sup>2</sup>).
- .9 **Supply, place and compact 40mm of HL3 surface course asphalt on roadway and parking lots:** The cost to supply, place and compact HL3 Surface Course Asphalt, by machine to 40 mm compacted thickness in accordance with Section 32 12 16. The height of the finished surface course of HL3 asphaltic concrete should be flush with the curb at all curb cuts and surrounding pavement areas. The work performed under this item will be paid in square meters (m<sup>2</sup>).
- .10 **Re-instate pavement markings as shown on drawing A1.1:** The cost to reinstate all pavement line markings as shown on drawing A1 and in accordance with Section 32 12 18, local current facility accessibility design standards and site-specific variances. Include for record drawings if necessary to ensure new line markings and signage match existing.
  - .1 The cost is to include the painting of numbers for individual parking spots. To be co-ordinated with Client prior to installation.
- .11 **Remove existing concrete sidewalk, install new concrete sidewalk as shown on drawing A1.1:** The cost to remove existing concrete sidewalk and install new 100mm concrete sidewalks with wire mesh as directed by the Consultant using 32 MPa C-2 exposure class concrete. Work to be completed in accordance with Drawing A1.1, detail CR002 and Section 32 16 00.
- .12 **Install asphalt speed bumps at locations indicated on the drawing and in accordance with detail AC06:** The cost to install five (5) new speed bumps at locations shown on drawing A1.1. Speed bumps to be installed as detailed in drawing AC06.
- .13 **Install reinforced concrete pads at locations indicated on the drawing and in accordance with Detail CR003:** Remove the existing asphalt/concrete and granular (if asphalt) of thickness 200mm and replace with 200mm thick new concrete pads using CSA 32 Mpa (C-2) concrete including placement of M15 rebars @300mm center to center. The concrete pads should be installed on compacted 200mm thick 19mm crusher run limestone in the areas delineated in Drawing CR003. The work should be performed as per direction of the Engineer/Consultant and in accordance with Section 32 16 00. The work performed under this item will be paid in square meters (m<sup>2</sup>).

## 1.7 SCOPE OF WORK - APPENDIX C - UNIT PRICES

- .1 **Tender Item No. U1:** The hourly rates for labour to be applied if additional repairs are conducted that are not included in the Scope of Work.
- .2 **Tender Item No. U2:** The material mark-up to be applied if additional repairs are conducted that are not included in the Scope of Work.

**END OF SECTION – 01 11 00**

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## **PART 1 - GENERAL**

### **1.1 RELATED SECTIONS**

- .1 not used

### **1.2 MEASUREMENT PROCEDURES**

- .1 The asphaltic concrete pavement will be measured and paid for in square meters of asphalt concrete actually incorporated into work, including asphalt cement and all materials, equipment and labour needed.
- .2 Granular base and subbase will be measured in tonnes of granular material accepted into the project. Payment tonnage quantity will be based on tonnage total from weigh tickets submitted to the Engineer. Tickets will only be accepted on the same day that material was placed at the site.
- .3 Removal of existing asphalt pavement will be measured and paid for in square metres of area actually removed, regardless of thickness. Payment under this item will include all operations involved in removing, hauling and disposing of asphalt off the property.

### **1.3 APPLICABLE PUBLICATIONS**

- .1 Except where specified otherwise herein, the most recent revision of Ontario Provincial Standard Specifications as follows:
  - .1 OPSS 310, Construction Specification for Hot Mix Asphalt.
  - .2 OPSS 1010, Material Specification for Aggregates – Base, Subbase, Select Subgrade, and Backfill Material.
  - .3 OPSS 501, Construction Specification For Compacting.
  - .4 OPSS 1150, Material Specification for Hot Mix Asphalt.
  - .5 OPSS 1103, Material Specification for Emulsified Asphalt.
  - .6 OPSS 341, Construction Specification for Routing and Sealing Cracks in Hot Mix Asphalt Pavement.
  - .7 OPSS 1212, Material Specification for Hot Poured Rubberized Asphalt Joint Sealing Compound.
- .2 Except where specified otherwise herein, the most recent revision of Ministry of Transportation (MTO) test specifications as follows:
  - .1 MTO Standard Test No. LS-602, Sieve Analysis of Aggregates.
  - .2 MTO Standard Test No. LS-264, Theoretical Maximum Relative Density of Bituminous Paving Mixtures.

### **1.4 PRODUCT DATA**

- .1 Submit asphalt concrete mix design Consultant/Owner for review at least two weeks in advance.
- .2 Materials to be tested by independent testing laboratory when requested by Consultant or Owner.



**1.5 WARRANTY**

- .1 The paving work covered by this section must be repaired at no cost to the owner for a warranty period of two (2) years. The warranty will cover any defects related to material failure or deficient installation procedures, including but now limited to, debonding materials, settlement and cracking.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- .1 Asphalt cement: Unless otherwise specified, the asphalt cement will be PG 58-28.
- .2 Granular base and subbase material:
  - .1 Granular (see table for designation gradations)
    - .1 New crushed limestone
    - .2 To OPSS 1010
    - .3 Granular B for subbase
    - .4 Granular A for base
    - .5 Granular M for base dressing prior to asphaltting

Gradation requirements Percentage Passing by Mass			
MTO Sieve Designation	Granular A	Granular B Type II	Granular M
150 mm	n/a	100	n/a
37.5 mm	n/a	n/a	n/a
26.5 mm	100	50-100	n/a
19 mm	85-100	n/a	100
13.2 mm	65-90	n/a	75-95
9.5 mm	50-73	n/a	55-80
4.75 mm	35-55	20-55	35-55
1.18 mm	15-40	10-40	15-40
300 um	5-22	5-22	5-22
150 um	n/a	n/a	n/a
75 um	2-8	0-10	2-8

Modifications to percentage passing shall be incorporated for aggregate obtained from an iron blast furnace or from a quarry.

- .3 Asphalt cement to OPSS 310.
- .4 Sand blotter: clean granular material passing 4.75 mm sieve and free from organic matter or other deleterious materials.
- .5 Asphalt tack coat to OPSS 310, grade SS-1.

- .6 Crack Sealant shall be hot poured Rubberized Asphalt Joint Sealant compound conforming to OPSS 1212. All dirt, loose asphalt and other foreign materials should be removed from the cracks using a compressed air lance.
- .7 HMA to meet the Minimum Marshal Stability at 60°C, with an assumed A.A.D.T. (Annual Average Daily Traffic) greater than 5000 for a:
  - .1 Surface Course **HL3 HS (High Stability) – 12,000N**
  - .2 Base Course **HL8 – 8,000N**

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- .1 Verify grades of paving area for conformity with elevations and sections before placing granular base and sub-base material.
- .2 Where areas are removed and will tie into existing, provide sawcut full depth of existing, see Joints.
- .3 Immediately following excavation, proof roll the exposed subgrade using suitable compaction equipment and place the granular materials immediately following compaction of subgrade.

### **3.2 PROTECTION**

- .1 Provide access to buildings as required. Arrange paving schedule so as not to interfere with normal use of premises.
- .2 Protect pedestrians from excavations with appropriate signage.
- .3 Protect bottoms of excavations from softening or freezing. Should softening occur, remove softened soil and replace with Granular B, at no cost to the Owner.
- .4 Promptly remove all excavated material from site. Do not stockpile excavated materials to interfere with traffic flow at the site.
- .5 Take all measures necessary to control dust.
- .6 Keep vehicular traffic off newly paved areas until paving surface temperature has cooled below 38°C. Do not permit stationary loads on pavement until 24 hours after placement.

### **3.3 SUB- BASE AND GRANULAR BASE**

- .1 Excavating
  - .1 Inform Engineer in advance of excavation operations.
  - .2 Notify Engineer whenever unsuitable materials are encountered in cut sections and remove unsuitable materials to depth and extend directed.
  - .3 Maintain crowns and cross slopes to provide good surface drainage.
  - .4 Where subgrade is on transition from excavation to embankment treat ground slopes as directed by Engineer.
  - .5 Dispose of waste material off project limits at appropriate or approved sites.
- .2 Subgrade Fill

- .1 Place granular base and sub-base material on clean unfrozen surface, free from snow and ice.
- .2 Place granular base and sub-base to compacted thicknesses as indicated. Do not place frozen material.
- .3 Place and compact to full width in uniform layers not exceeding 200 mm loose thickness using OPSS 501 - Construction Specification For Compacting.
- .4 Obtain waybill tickets from granular source and submit to Engineer on daily basis.

### 3.4 EQUIPMENT

- .1 Pavers: mechanical grade controlled self-powered pavers capable of spreading mix within specified tolerances, true to line, grade and crown indicated.
- .2 Rollers: sufficient number of rollers of type and weight to obtain specified density of compacted mix.
- .3 Vibratory rollers for parking lots and driveways:
  - .1 Minimum drum diameter: 750 mm.
  - .2 Frequency of vibrations of the vibratory roller: greater than 2,200 vibrations per minute.
  - .3 Equipped with provision for automatic shutoff of vibrations before coming to a stop.
  - .4 Operating speed of steel-drum rollers: not to exceed 5 km/h and be operated in a manner to avoid undue displacement of the mix.
- .4 Haul trucks: of sufficient number and of adequate size, speed and condition to ensure orderly and continuous operation and as follows:
  - .1 Boxes with tight metal bottoms.
  - .2 Covers of sufficient size and weight to completely cover and protect asphalt mix when truck fully loaded.
  - .3 In cool weather or for long hauls, insulate entire contact area of each truck box.
- .5 Suitable hand tools.

### 3.5 ASPHALT CONCRETE PAVING

- .1 OPSS 310 governs the laying of the surface course and padding.
- .2 Obtain approval of base and primer from Consultant before placing asphalt mix.
- .3 Place asphalt mix only when base or previous course is dry and air temperature is above 5°C.
- .4 When temperature of surface on which material is to be placed falls below 10°C, provide extra rollers as necessary to obtain required compaction before cooling.
- .5 Do not place hot mix asphalt when pools of standing water exist on surface to be paved, during rain, or when surface is damp.
- .6 Minimum 135°C mix temperature required when spreading.
- .7 Maximum 160°C mix temperature permitted at any time.
- .8 Compact each course with roller as soon as it can support roller weight without undue cracking or displacement.

- .9 Compact HMA to density between 92.0 and 97.5 % of maximum relative density (MRD) obtained with specimens prepared in accordance with MTO LS-264. Roll until roller marks are eliminated.
- .10 Keep roller speed slow enough to avoid mix displacement and do not stop roller on fresh pavement.
- .11 Moisten roller wheels with water to prevent pick up of material.
- .12 Compact mix with hot tampers or other equipment approved by Consultant, in areas inaccessible to roller, with sufficient effort to obtain required density.
- .13 Prior to placing any HMA, all HMA and concrete surfaces shall be clean of all loose, broken, and foreign materials. Milled surfaces shall be swept with a power broom. The surface of a pavement upon which HMA is to be placed shall be dry at the time of HMA placement. An HMA course shall not be placed on a previously laid course until a minimum 4 hours have elapsed, following final compaction of the previous course, and the temperature of the previous course is 50°C or less.
- .14 Apply undiluted SS-1 emulsion (tack coat) to all of the prepared milled surfaces at a rate of 0.5 l/m<sup>2</sup>. Allow the tack coat to dry and place asphalt against the emulsion while it remains “tacky”.
- .15 Spread and strike off mixture with self-propelled mechanical finisher.
  - .1 If segregation occurs, immediately suspend spreading operation until cause is determined and corrected.
  - .2 Correct irregularities in alignment left by paver by trimming directly behind machine.
  - .3 Correct irregularities in surface of pavement course directly behind paver. Remove by shovel or lute excess material forming high spots. Fill and smooth indented areas with hot mix. Do not broadcast material over such areas.

### 3.6 JOINTS

- .1 Remove surplus material from surface of previously laid strip. Do not deposit on surface of freshly laid strip.
- .2 Paint contact surfaces of existing structures such as manholes, curbs or gutters with bituminous material prior to placing adjacent pavement.
- .3 For cold joints, cut back to full depth vertical face and tack face with hot asphalt.
- .4 For multiple lifts of HMA, the width of subsequent courses shall be staggered to an offset of 150 to 300 mm so that longitudinal joints do not coincide.
- .5 When resurfacing against a rigid object, a butt joint shall be constructed by milling the existing pavement to provide an exposed vertical surface of at least 25 mm at the face of the rigid object. The milling shall be feathered out to zero over a minimum length of 1.25 m from and parallel to the exposed face of the rigid object providing a minimum of 40 mm of resurfacing material over the area of removal.
- .6 Joints between HMA pavement laid under this Contract and existing HMA courses not laid under this Contract shall be constructed as follows:
  - .1 Where a binder course is placed flush against an existing HMA pavement and a butt joint is to be made, the existing pavement shall be trimmed back to form a straight vertical surface.
  - .2 Where a surface course is placed flush against an existing HMA pavement, a stepped joint shall be prepared by removing the existing surface course to its full depth for a

minimum length of 0.5 m and the remaining face shall be trimmed to form a straight vertical surface.

- .3 Where a binder course and surface course are not placed flush against an existing HMA pavement, the binder course shall be feathered out and the surface course shall be butt jointed by removing the existing surface course to a minimum depth of 40 mm and for a longitudinal distance not less than 3m.

### 3.7 TOLERANCES AND APPEARANCE

- .1 After final compaction, each course shall be smooth and true to the established crown and grade. HMA binder and surface courses shall be free from deviations exceeding 6 and 3 mm, respectively, as measured in any direction with a 3 m straight edge.
- .2 Each course after final compaction shall be of uniform texture and shall be free of defects such as segregation, fat spots, oil spills, roller marks, and any other defects. Defective areas shall be removed and replaced with HMA of the same type and compacted to the satisfaction of the Consultant.

### 3.8 INSPECTION AND TESTING

- .1 Inspection and testing of asphalt pavement will be carried out by independent testing laboratory as approved by Consultant/Owner.
- .2 Costs of tests will be paid under testing allowance (Lump sum). Testing invoices to be attached at invoicing with out mark up. In the event of extra site visits and hours of working by the testing company should justify with the proof of work performed. Any delays, cancellations and wait occur due to contractor change in schedule will be paid by the contractor.
- .3 Asphalt pavement (Binder and Surface Course) shall be tested regularly during paving operation for compaction. The testing company shall provide the compaction test points using the site drawing or hand made sketch on the company letterhead.
- .4 The testing company site visit dates should match with contractor schedule or in case of change in schedule a proof of 48 hours notice required by the contractor.
- .5 The testing company days of work should reflect hours on site and millage from office to site
- .6 Inspection and testing of asphalt pavement will be carried out by independent testing laboratory as approved by Consultant/Owner.
- .7 Cooperate with the Consultant and testing company by scheduling the placing and the compacting of backfill so tests can be progressively taken. Notice of any required inspection must be given 48 hours in advance.
- .8 Base and subbase course testing will include standard sieve analysis for gradation for each type placed. Random sampling of compacted layers of base courses will be completed using a Nuclear Density Gauge.
- .9 Asphalt laboratory testing will include a standard set of Marshall Property tests for each type of asphaltic concrete placed at the site, including one standard sieve analysis for gradation for each Marshall test.
- .10 Field testing of asphalt will include random sampling of compaction using a Nuclear Radiation Backscatter Gauge. If any daily average of the compaction test is below specified density, or if any single test falls below 92% of that specified, the Contractor must at their own expense have an independent testing agency extract cores for laboratory testing. If tests yield data confirming

that compaction does not meet specified densities, the deficient asphalt pavement must be replaced at the Contractor's expense.

- .11 Obtain approval of subgrade by Consultant before placing granular subbase and base.

### **3.9 CLEAN UP**

- .1 At the completion of this Work, remove any excess materials, debris and equipment from the site.
- .2 Where perimeter landscaping has been disturbed as a result of the asphalt paving work, make good with existing.
- .3 All spatter or staining on existing elements as the result of the asphalt paving work shall be removed at the Contractor's cost. Contractor shall assume responsibility of existing elements and new asphalt where solvents required to remove spatter and staining will adversely affect the elements to be cleaned.

**END OF SECTION – 32 12 16**

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## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- .1 The work under this specification includes all labour equipment and material necessary to layout and paint the pavement markings.

### **1.2 MEASUREMENT PROCEDURE**

- .1 Pavement marking to be measured in (lineal metres).

## **PART 2 - PRODUCT DATA**

### **2.1 MATERIALS**

- .1 The Contractor shall provide written confirmation that the materials as installed shall be guaranteed to remain in place for a period of 2 years, while being subjected to traffic and normal summer and winter pavement maintenance procedures
- .2 Paint: types as indicated in the Master Painters Institute (MPI) Architectural Painting Specification Manual (Code – EXT 2.1A) Latex Zone/Traffic Marking, for painting system specified. All paints to be VOC compliant type paint having Eco Logo certification.

## **PART 3 - EXECUTION**

### **3.1 EQUIPMENT REQUIREMENTS**

- .1 Paint applicator of an approved pressure type distributor capable of applying paint in single and dashed lines and that will ensure uniform application and a positive means of shut-off.

### **3.2 CONDITION OF SURFACE**

- .1 Pavement surface to be free from surface water, frost, ice, dust, oil, grease and other foreign materials.

### **3.3 APPLICATION**

- .1 Pavement line markings to be laid out by the Contractor and approved by the Engineer and/or owner.
- .2 Unless otherwise approved by the Engineer apply paint only when air temperature is above 10°C and no rain is forecast. Surface of pavement must be dry and free of dirt, dust, grease and other contaminants which could be detrimental to bond.
- .3 Apply traffic paint evenly to achieve a dry thickness of 10 to 12 mils. Paint marking shall be fast-dry and not track 10 minutes after application.
- .4 Symbols and letters to conform to dimensions indicated in Uniform Traffic Control Devices of Canada.
- .5 Do not use thinner unless approved by Engineer.
- .6 Unless otherwise directed by Engineer, paint lines must be of a uniform line width of 100 mm and of uniform colour and density with sharp edges.



**3.4 TOLERANCE / PROTECTION**

- .1 Paint markings to be within  $\pm 12$  mm of dimensions specified.
- .2 Protect pavement markings until dry.

**END OF SECTION – 32 12 18**

## **PART 1 - GENERAL**

### **1.1 RELATED SECTIONS**

- .1 Section 32 12 16 – Asphalt Paving.

### **1.2 APPLICABLE PUBLICATIONS**

- .1 American Society for Testing and Materials (ASTM):
  - .1 ASTM D698-07e1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
- .2 Canadian Standards Association (CSA), most current revision of:
  - .1 CAN/CSA-A23.1, Concrete Materials and Methods of Concrete Construction.
  - .2 CAN/CSA-A23.2, Methods of Test and Standard Practices for Concrete.

### **1.3 WASTE MANAGEMENT AND DISPOSAL**

- .1 Separate and recycle waste materials in accordance with local and provincial requirements.
- .2 Place materials defined as hazardous or toxic waste in designated containers.
- .3 Ensure emptied containers are sealed and stored safely.

### **1.4 MATERIAL CERTIFICATION**

- .1 Submit to Engineer at least one week prior to concrete placement, the concrete mix design data and certification that materials meet requirements of this section.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 Concrete for Sidewalks, Curbs and Paving Slabs:
  - .1 32MPa, 40 +/-20mm slump, C-2 exposure class, max w/c 0.45, 5-8% air
- .2 Reinforcing steel:
  - .1 Deformed “Hi-Bond” grade 400 conforming with CAN/CSA-G30.18, unless indicated otherwise. All bars to have Typical Identification Patterns of Canadian Producers and standard identification requirements as shown in the RSIC Manual of Standard Practice.
- .3 Granular Material:
  - .1 Granular “B” conforming to OPSS 314 and 1010. Nominal 50 mm crushed limestone meeting gradation limits of Granular “B”. Reclaimed materials will not be acceptable unless specified otherwise.
  - .2 Granular “A” conforming to OPSS 314 and 1010. Nominal 20 mm crushed limestone meeting gradation limits of Granular “A”. Reclaimed materials will not be acceptable unless specified otherwise.
- .4 Non-staining mineral type form release agent: chemically active release agents containing compounds that react with free lime to provide water soluble soap.

## **PART 3 - EXECUTION**

### **3.1 GRANULAR BASE**

- .1 Obtain Consultant's approval of subgrade before placing granular base.
- .2 Place granular base material to lines, widths, and depths as indicated or to match existing.
- .3 Compact granular base to at least 98% of maximum density to ASTM D698.

### **3.2 PREPARATION**

- .1 Obtain Consultants approval before placing concrete. Provide 48 hours notice prior to placing of concrete.
- .2 In locations where new concrete is dowelled to existing work, drill holes in existing concrete. Place steel dowels of deformed steel reinforcing bars and pack solidly with epoxy anchorage; hold dowels in positions until set time has elapsed in accordance with the epoxy manufacturer's specification.
- .3 Equipment and materials capable of maintaining adequate temperature, humidity, and protection shall be available on site and be ready for operation when any concrete is placed
- .4 All dirt, chips, sawdust, water, snow, ice and other foreign matter must be removed from formed area.
- .5 Prior to placing of concrete obtain Consultant's approval of proposed method for protection of concrete during placing and curing.
- .6 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature, and test samples taken.
- .7 Do not place load upon new concrete until authorized by Consultant.

### **3.3 FORMWORK**

- .1 Fabricate and install formwork to provide straight lines and levels, consistent curves and radii of new concrete.
- .2 Forms shall be aligned and fitted to enable the new area to match the lines and levels of the existing adjacent concrete.
- .3 Coat forms with non-staining mineral type form release agent.
- .4 Obtain approval of forms before placing concrete.
- .5 Slip forming may be approved subject to evaluation of mechanical equipment proposed for use.

### **3.4 CONSTRUCTION**

- .1 Perform cast-in-place concrete work in accordance with CAN/CSA-A23.1.
- .2 Placing Concrete
  - .1 Notify the Consultant at least 48 hours before any concreting operation is to proceed, for a review of the preparations.
  - .2 Concrete shall be conveyed to the site by methods which will prevent the segregation or loss of material. Maximum time between adding mix water and complete discharge into

the forms shall be 120 minutes. Exemptions to this time frame shall only be permitted with the approval by the Consultant when previously approved chemical additives are used.

- .3 Conveying and placement equipment shall be such that when concreting has started, the depositing of concrete shall be at such a rate and of such sequence that the concrete is at all times sufficiently plastic to ensure proper bonding of successive batches.
  - .4 Internal vibrators shall be applied at the point of deposit in the areas of freshly placed concrete, allowed to sink by their own weight in the concrete until they penetrate into the previous layer of concrete. They shall be withdrawn immediately at the same rate at which they sank, moved about 300mm (12") to a new location and the process repeated. Extreme care shall be taken to ensure that internal type vibrators do not disturb the reinforcing steel or the forms.
  - .5 Plastic coated vibrators shall be used to consolidate concrete reinforced with epoxy coated bars.
  - .6 Do not place concrete when it is raining or likely to rain. If rain begins after concrete is placed and before it is set, protect with waterproof covers until set.
- .3 Cold Weather Conditions
- .1 When air temperature is at or below or forecast to be at or below 5°C, conform to the requirements of CAN/CSA A23.1 including, but not limited to the following:
    - .1 Job Preparation.
    - .2 Concrete temperature.
    - .3 Concrete Placing.
    - .4 Protection Requirements and Methods.
    - .5 Heated Enclosures.
    - .6 Protective Covers and Insulation.
    - .7 Cooling after protection.
    - .8 Cold-Weather Curing.
  - .2 All materials and equipment needed for adequate protection and curing shall be on hand and ready for use before concrete placement has started.
- .4 Hot Weather Protection
- .1 Conform with the requirements of CAN/CSA A23.1 and the recommendations of ACI Standard 305, Hot Weather Concreting.

### 3.5 FINISHING

- .1 Finish surfaces to within 3 mm in 3 m as measured with 3 m straightedge placed on surface.
- .2 Immediately after floating, give sidewalk and patio area surfaces a uniform broom finish to produce regular corrugations not exceeding 2 mm deep, by drawing broom in direction normal to centre line.

- .3 Install sidewalk with panels that create a 1:1 aspect ratio with width. Panels other than Expansion/Contraction and Isolation joints to be created using radius edging tool and a straight edge. Sidewalk panels not exceed 1500mm.
- .4 All edges of curbs, sidewalks and gutters with monolithic curb shall receive edging with a 10 mm radius edging tool.
- .5 If ponding occurs after completion location will be replaced at no cost to the owner.
- .6 Follow manufacturer's instructions for coloured and patterned concrete.

### **3.6 EXPANSION/CONTRACTION AND ISOLATION JOINTS**

- .1 Expansion/Contraction and Isolation joints to be constructed by using a single layer of 12mm asphalt-impregnated fibre board.
- .2 In sidewalks install expansion/contraction joint at intervals of 4000mm. This to occur at location of a sidewalk panel.
- .3 Install isolation joints around manholes and catch basins and along length adjacent to concrete curbs, catch basins, buildings, or permanent structure.

### **3.7 SAWCUTTING**

- .1 Install in curbs and gutters 50mm deep sawcuts a maximum of 24hrs after placement to mitigate shrinkage cracking.
- .2 Where concrete paving is required to create a patio area, sawcut a square pattern, with a maximum single dimension of 2400mm. Maintain a 1:1 aspect ratio through the field and make up differences at the perimeter panels. If the perimeter abuts entrances or patio area requires a detailed pattern appearance, request direction from Consultant.
- .3 At all Curbs and Gutters and where a sidewalk is to be sawcut, install sawcut at intervals no greater than 2400mm
- .4 When sidewalk or patio area is adjacent to curb, make joints of curb, gutters and sidewalk coincide.

### **3.8 CURING**

- .1 Cure concrete by adding moisture continuously in accordance with CAN/CSA-A23.1 to exposed finished surfaces for at least 72 hrs after placing, or sealing moisture in by a curing compound.
- .2 Where burlap is used for moist curing, place two pre-wetted layers on concrete surface and keep continuously wet during curing period.
- .3 Apply curing compound evenly to form continuous film. In accordance with manufacturer's requirements.

### **3.9 MATCHING EXISTING**

- .1 Where new elements tie into existing ensure levels and lines are maintained.
- .2 If new joint does not act as an Expansion/Contraction or Isolation joint, roughen surface of existing to amplitude of 6mm.
- .3 Where existing has not been terminated at a location that will be aesthetically acceptable or provide for proper matching, request direction from consultant.

### **3.10 BACKFILL**

- .1 Allow concrete to cure for a minimum of 3 days prior to backfilling.
- .2 Backfill to designated elevations with suitable material, compact and shape to required contours as indicated or directed.

### **3.11 INSPECTION AND TESTING**

- .1 Inspection and testing of materials will be carried out by independent testing laboratory as approved by Consultant/Owner.
- .2 Notice of any required inspection must be given 48 hours in advance.
- .3 Costs of tests will be paid under testing allowance. Testing invoices to be attached at invoicing with out mark up.
- .4 Base and sub-base material testing will include standard sieve analysis for gradation for each type placed. Random sampling of compacted layers of base courses will be completed using a Nuclear Density Gauge.
- .5 Concrete laboratory testing will include a set of 3 cylinders for strength for each batch of concrete placed at the site. Field testing will also include slump and air content for each batch placed.
- .6 Field testing of base materials will include random sampling of compaction using a Nuclear Radiation Gauge.

**END OF SECTION – 32 16 00**

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**PART 1 – GENERAL REQUIREMENTS**

8.5 Refer to Section 00710 – General Conditions.

**PART 2 – COMMUNICATIONS**

2.1 The Contractor can be reached as follows:

Company Name: \_\_\_\_\_

Business #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Emergency After Hours #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Others (please specify): \_\_\_\_\_

**PART 3 – BUSINESS REFERENCE**

3.1 Reference must be from persons or companies for whom you have performed work within the last 24 months. Also, reference must be for work of the same nature as that called for in the agreement with a construction value of five hundred thousand dollars. (\$500,000.00) or more.

3.2 **Private Sector**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed Last Year \$ \_\_\_\_\_

### PART 3 – BUSINESS REFERENCE

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed Last Year \$ \_\_\_\_\_

3.3

#### Public Sector

If you have performed work for LMCH within the past 24 months, they must be used as one of your references. Failure to do so may be cause for disqualification

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed Last Year \$ \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed Last Year \$ \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed Last Year \$ \_\_\_\_\_

**PART 4 – BANK REFERENCE**

4.1 Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

4.2 Does your company have a line of credit with the bank noted above?

Yes

No

Line of Credit Amount \$ \_\_\_\_\_

**PART 5 – CONFLICT OF INTEREST**

5.1 In submitting this agreement, I/We certify that, I/We have a financial interest in other firms, businesses, or enterprises which presently, or in the past, are or have rendered goods to London & Middlesex Community Housing or which are also bidding on the present job.

YES \_\_\_\_\_ NO \_\_\_\_\_

Signature: \_\_\_\_\_

5.2 If "YES" (applies to above declaration), please list below firms, businesses or enterprises in which a financial interest is held.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART 6 – INSURANCE**

6.1 Insurance Policy Number: \_\_\_\_\_  
Amount of Public Liability: \$2,000,000 (minimum) \_\_\_\_\_  
Amount of Property Damage Insurance: \$2,000,000 (minimum) \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Length of Time with Present Company: \_\_\_\_\_

**PART 7 – VEHICLES & STOCK**

7.1 No. of completely equipped service vehicles \_\_\_\_\_.

7.2 List other types of specific vehicles with special or motorized equipment (for reference purposes only).


7.3 Approximate Value of Stock on Hand \$ \_\_\_\_\_

**PART 8 – LICENSES, CERTIFICATES & MISCELLANEOUS-COMplete AS PERTAINS TO THE TENDER PROJECT**

**8.1 LICENSES**

8.1.1 London and/or other municipality Contractor's/Business License:

<u>Municipality</u>	<u>Municipal License</u>	<u>Issued To</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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- 8.1.2 Identify the number of employees on staff \_\_\_\_\_.
- A) Full time employees (37 ½ hrs./wk.) \_\_\_\_\_.
- B) Part-time employees \_\_\_\_\_; average hours/week \_\_\_\_\_.

**8.2 CERTIFICATES**

- 8.2.1 Due to the nature of the work required in this agreement, it is recommended that the Contractor have at least one (1) employee on staff trained in First Aid and Workplace Hazardous Materials Information System (WHMIS).
- 8.2.2 Should the Contractor have no employee who is trained in First Aid and WHMIS, the Contractor shall have four (4) months to obtain certificates. Failure to do so will be cause to terminate this agreement with the Contractor.

8.2.3 A) **First Aid Training**

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
_____	_____	_____
_____	_____	_____

**8.3 WHMIS – MATERIAL SAFETY DATA SHEET**

- 8.3.1 The Contractor shall issue to the Property Services Manager (refer to Section 00880 for related properties) for review, Material Safety Data Sheets for all products used in/on LMCH properties.
- 8.3.2 All new products will be subject to Property Services Managers' review before using products.

8.3.3 LMCH reserves the right to approve or reject any product it deems inappropriate for use in/on LMCH properties.

**B) WHMIS**

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
_____	_____	_____
_____	_____	_____

**8.4 FALL ARREST DOCUMENTS/ CERTIFICATES**

8.4.1 The Contractor shall issue to the Construction Manager for review, a current list showing the certification for fall arrest training of all employees working on the LMCH Property.

8.4.2 The Construction Manager shall have the authority as a Certified Inspector of Fall Arrest Equipment to inspect and refuse the use of fall arrest equipment that fails the inspection. A list showing the last inspection date of the fall arrest equipment may also be required before use on the site is permitted.

8.4.3 LMCH reserves the right to approve or reject any product it deems inappropriate for use in/on LMCH properties.

**Fall Arrest**

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**8.5 Employee Gas Technician Level 2 or Level 1**

8.5.1 The Contractor shall have on staff at least one full time employee who holds a current Gas Technician Level 2 or Level 1 Certificate.

<u>Employee Name</u>	<u>Certificate #</u>	<u>Expiry Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PART 9 - TIME**

9.1 We agree to complete the project by:  
\_\_\_\_\_

9.2 Estimated time required for 1.1 \_\_\_\_\_

9.3 To commence part 1.1 of the project in \_\_\_\_\_ calendar days after the authorization to proceed.

9.4 To complete the total project in \_\_\_\_\_ calendar days.

**PART 10 – SUBCONTRACTORS**

10.1 If our Bid is accepted, it is our intention to employ the following Subcontractors in accordance with G.C. Part 6 & 25 – Payment & Warranty.

All portions of the work other than identified Subcontractors below will be executed by us with our own workmen.

(List of type of Work Required/Licenses)

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**PART 11 – UNIT PRICES**

11.1 The following unit prices will be taken into consideration during Tender analysis.

11.2 The unit prices quoted for extra work and for less work than specified are given below. All prices include overhead and profit and all other charges of the Contractor, and represent the actual cost. The adjustment to the contract sum shall be based on the net quantity difference from the original quantity.

11.3 

<u>Extra Work</u>	<u>Less Work</u>
-------------------	------------------

  
a) The labour cost per hour for: \_\_\_\_\_

\*\*\*\* End of Section \*\*\*\*



## RELATED DOCUMENTATION

Legislation	<ul style="list-style-type: none"> <li>Occupational Health and Safety Act</li> <li>Ontario Human Rights Code</li> <li>Municipal Freedom of Information and Protection of Privacy Act</li> </ul>
Collective Agreement	Article 3 Article 31.04(a)
Forms	N/A
Policies	Health & Safety Policy
Other Resources	<ul style="list-style-type: none"> <li>LMCH COVID-19 Procedure</li> <li>Middlesex-London Health Unit</li> <li>Public Health Ontario</li> </ul>

### 1.0 PURPOSE

The purpose of the Mandatory Proof of COVID-19 Vaccination Administrative Policy (the “policy”) is to reduce the risk of COVID-19 in the workplace and to provide a safe environment for employees and the public to access and use LMCH facilities. COVID-19 is a highly contagious virus that spreads through respiratory droplets and aerosols. The Delta Variant of Concern currently circulating in London is associated with a higher rate of transmission and increased severity. LMCH, as an employer, has an obligation under the *Occupational Health and Safety Act, 1990* to take every precaution reasonable in the circumstances for the protection of its workers.

Vaccination, in combination with health and safety precautions, has been identified by public health as the single most effective means of reducing the transmission of COVID-19 in the workplace and in our community. Individuals who are unvaccinated are at higher risk of contracting and transmitting COVID-19 in our workplace and in the community. The Province of Ontario announced that beginning September 22, 2021, proof of COVID-19 vaccination will be required to access certain public settings and facilities. As well, the Middlesex-London Health Unit is recommending that all employers and business operators in the region implement a mandatory COVID-19 vaccination policy in order to ensure two-dose vaccination for anyone eligible in their workplace, business, or facility.

In addition to the current health and safety precautions (personal protective

equipment, physical distancing, frequent hand washing and hand sanitizing, frequent cleaning of high touch areas, COVID-19 screening, etc.), which will be maintained and revised in accordance with public health guidance, LMCH requires all active employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in LMCH facilities and/or buildings, volunteers, interns, and students on placements to:

- Provide proof of full vaccination against COVID-19; or
- Provide a written attestation of a medical reason(s) or Ontario Human Rights Code reason(s) for not being fully vaccinated against COVID-19.

The policy is indefinite in nature to address the risks and impacts of the COVID-19 pandemic, noting the duration of the pandemic is unknown. The policy will be reviewed on a regular basis and amended as required as new information, data, and public health guidance regarding the COVID-19 pandemic evolves.

## 2.0 SCOPE

This policy applies to:

- LMCH employees;
- Staff of contractors and consultants acting on behalf of the Corporation and performing work in LMCH facilities, buildings;
- Volunteers; and
- Interns and students on placements.

## 3.0 POLICY STATEMENT

### Definitions

'Attestation of a medical reason(s) or Ontario Human Rights Code reason(s)' means a written statement that sets out that the person cannot be vaccinated against COVID-19.

'Fully vaccinated' means having received the full series of a COVID-19 vaccine or a combination of COVID-19 vaccines approved by Health Canada or the World

Health Organization; and having received the final dose of the COVID-19 vaccine at least 14 days ago.

'Proof of full vaccination against COVID-19' means the COVID-19 vaccination receipt issued by the Ontario Ministry of Health confirming the person is fully vaccinated.

'Vaccinated' means to be "fully vaccinated".

'Active duties' means performing work for LMCH.

## The Policy

All persons to whom the policy applies shall comply with one of the following:

- a. Provide proof of full vaccination against COVID-19 by September 29, 2021; or
- b. Provide a written attestation of a medical reason(s) or Ontario Human Rights Code reason(s) for not being vaccinated against COVID-19 by September 29, 2021, or
- c. Where a person has not received any dose of the COVID-19 vaccine or has received one dose and has not yet received their second dose, the person shall receive their first dose of the COVID-19 vaccination series by September 29, 2021 and provide proof of full vaccination against COVID-19 by November 1, 2021.

Inactive employees who are on a leave of absence are not required to comply with this section above so long as they remain on a leave of absence. Employees must comply with this policy prior to returning to work.

Regardless of vaccination status, all active employees, staff of contractors and consultants acting on behalf of LMCH and performing work in LMCH facilities and/or buildings, volunteers, interns, and students on placements shall:

- Complete daily active screening for COVID-19 symptoms;

- Be tested for COVID-19 where persons fail active screening (provincial COVID-19 self-assessment or LMCH COVID-19 self-assessment) and be restricted from entering the workplace; and
- Provide verification in a manner that enables LMCH to confirm their ability to return to work prior to attending the workplace in accordance with the LMCH COVID-19 Procedure.

Active employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in LMCH facilities and/or buildings, volunteers, interns and students on placements are required to comply with this policy. A finding of non-compliance by an employee will result in immediate removal from active duties. The employee will be subject to corrective and/or disciplinary action that may include: education or training; warning; suspension or leave without pay; or termination of employment.

Any employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in LMCH facilities and/or buildings, volunteers, interns, and students on placement hired following September 29, 2021, must comply with this policy prior to the first day they begin work.

All employees, staff of contractors and consultants acting on behalf of the Corporation and performing work in LMCH facilities and/or buildings, volunteers, interns, and students on placements must continue to adhere to all policies, procedures and directions related to COVID-19. These include, but are not limited to, personal protective equipment, physical distancing of at least two (2) metres where possible, frequent hand washing and hand sanitizing, frequent cleaning of high touch areas, active COVID-19 screening.

### Collection of Information and Privacy Considerations

All information gathered as part of the mandatory Proof of COVID-19 Vaccination Administrative Policy will be handled by Human Resources for the purposes outlined in the policy.

All information, including personal health information, will be treated in compliance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).

Accommodations

Employees requiring any Ontario Human Rights Code accommodations under this policy may request accommodations by advising their manager and/or Human Resources. LMCH is committed to fulfilling its obligations under the Ontario Human Rights Code.

Policy Implementation

Implementation of this policy will be in accordance with applicable policies and procedures, legislation, and collective agreement provisions.

**4.0 DOCUMENT CONTROL**

Date Drafted	September 13, 2021
Date Approved	September 16, 2021
Dates Revised	N/A
Review Cycle	<ul style="list-style-type: none"> <li>• Review and update every two (2) years or as required by changing legislation.</li> <li>• Included in orientation package for new employees</li> <li>• General review by all employees every two (2) years or as required by changing legislation.</li> </ul>
Inquiries to Policy Owner	Human Resources

**Re: Update on requirements for contractors and consultants acting on behalf of the Corporation and performing work in LMCH facilities and/or buildings**

While the provincial masking regulations have changed for many businesses, LMCH has chosen to continue to require the wearing of masks in both common areas and tenant units within our buildings.

In terms of our Policy we are at requiring a disposable medical mask in common work areas, in shared spaces, when moving about the office, in meetings, etc. Should you be performing work in a tenant's occupied unit you are required to wear a KN95 or N95 mask.

Please reinforce these requirements to all staff who will be performing work in our buildings.

As a contractor or consultant who is required to follow this directive, you may be subject to review and audit by LMCH staff to ensure compliance.

If you have any questions about this policy, please contact Nancy Strickert, Project and Facility Services Coordinator at 519-434-2765 ext 270.

LMCH

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1. Questions and Responses

**QUESTION 1:**

Could you please provide an approximate \$ value for the project. Thank you

**Answer 1:**

Estimated Value of entire project is:  
\$1,000,000.00 to \$1,100,000.00

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***

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**1. Bonding Requirements:**

- 100% Performance Bond
- 50% Labour and Materials Payment Bond

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***



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**1. Submission Deadline:**

Wednesday November 30th, 2022 (2:00pm)

**2. Question - *Do you have drawings?***

**Answer - Drawings are provided. Refer to Appendix A – IRC Drawing Package located in BidsandTenders.**

**3. Question - Do we have to assume that your quantities are correct?**

**Answer – Please ADD line item (11-14) in section ‘Summary of Work 01 11 00 – subsection 1.6 Scope of Work**

**.11 Mill/excavate and dispose of roadway and parking area asphalt as shown on A1.1: The cost to remove the existing asphalt pavement in accordance with Section 32 12 16 and as shown on Drawing A1. Specifically:**

**.12 Mill/excavate/remove the full thickness of the existing asphalt pavement and dispose of at an approved site. Site measure and confirm the area to be removed prior to starting work.**

.13 The exact thickness of asphalt at all locations to be confirmed during removals. For the purpose of pricing this item assume 150mm (6”) of asphalt pavement to be removed. Adjustments for major deviations from this depth will be extra / credited from this item.

.14 Dress the existing surface, proof-roll, re-grade, and compact granular material, as directed by geotechnical consultant.

4. Question - There is asphalt sidewalk behind the curb that is being removed, is this to be patched with asphalt?

Answer - You are bidding from the IRC drawings and specification provided. If additional work outside of drawings and specifications will be is required work will be performed using unit rates indicated on the bid forms.

5. Phasing: The project will have 3 phases to mitigate parking restrictions on our Tenants. Phasing plan to be developed with winning contractor post award.

6. Remove **ALL** rebar in new concrete curbing for the entire project.

7. Question - The detail for curb indicates a vertical re-bar; these bars will make use of a curb machine impossible; can this be removed as a requirement? If not, what is the required spacing for the vertical bars?

Answer: See item number 6 on this addendum.

Question: The use of any re-bar in the curbs seems unnecessary for the application in this project; removal would generate a significant cost savings, can the removal of re-bar in the curbs be entertained?

Answer: See item number 6 on this addendum.

Question: The sidewalk detail indicates use of a wire mesh, can this requirement be eliminated?

Answer: No

Question: The concrete pads show 15m bar grid requirement; can this be deleted?

Answer: No

Question: There are several references to crack sealing in the specifications, though no specific indication of any quantity or location. Will there be any crack sealing required for this project? If so, can you provide a quantity estimate?

Answer: Do **NOT** include costing for crack sealing.

8. Question: The specifications show a requirement for tack coat between the base and top asphalt, will this be required? Generally, tack coat is not necessary when base and top asphalt are placed immediately following each other.

Answer: Tack coat is required per the drawings and specifications.

Question: Will any tactile plates be required at sidewalk crossing locations?

**Answer: Yes they yare required. Please refer to drawings and specification regarding tactile plates. IRC drawings A1.1 – Notes**

Question: The specifications mention site protection for pedestrians, etc. Can orange snow fence and / or cones and caution tape be used for this or is fast fence a requirement?

**Answer: Fast Fence is required.**

Question: Appendix C Bid items indicate 50mm HL-8 and 50mm HL3, item 1.6.9 indicates 40mm HL-3. Please clarify.

**Answer: Please include for 50mm of HL-3 and 50mm of HL-8.**

Question: Appendix D notes that the HL-3 should be High stability, this cost is a fair bit greater than standard HL-3 PG 58-28. Please confirm if High Stability is required.

**Answer: High stability is not required for HL-3. Please include for OPSS HL3**

9. Question: We have noted that per addendum 2 there will be bonding required for this project. Please confirm if a bid bond is also required?

**Answer: Bid Bond is not required for this project.**

Question: At the site walk it was noted that there is currently asphalt sidewalk behind the existing curbs which are to be removed and replaced. Please specify what the remediation of the sidewalks behind is to be?

**Answer: Existing sidewalks disturbed due to curb replacement will be replaced on a unit rate basis per the bid documents.**

10. Question: Appendix C-General Requirements Item 1.6.5.4 Scope of Work is Crusher Run Limestone (19 mm) conforming to Granular “A” Specifications. Crusher limestone in London, Ontario requires import from outside of London, however Granular “A” produced from a Sand & Gravel Pits is readily available from multiple sources in London. By addenda could Granular “A” from a Gravel Pit be an alternative to the specification?

**Answer: Yes, please use Granular “A” from a Gravel Pit.**

Question: Appendix D-Ext Improvement Item 2.1.2.1.5 Materials refers to Granular M for base dressing prior to asphaltting. Granular M is not manufactured on a consistent basis in London. Granular “A” from a Sand & Gravel source is more readily available and is utilized daily in London. By addenda could Granular “A” from a Gravel Pit be an alternative to the specification?

**Answer: Yes, please use Granular “A” from a Gravel Pit.**

Question: Appendix D-Ext Improvements Item 2.1.7.1 Materials refers to Surface Course Asphalt HL-3 HS (High Stability). HL-3 HS is not readily produced in London, however OPSS HL-3 is. By addenda could OPSS HL-3 be an alternative to the specification?

**Answer: High stability is not required for HL-3. Please include for OPSS HL3.**

Question: Drawing A1.1 identifies that all the curb is to be removed and replaced throughout the site. The curb replacement will disturb the asphalt walkways, concrete sidewalks and soft landscape features that are behind the curb. By addenda add bid items for asphalt pathway, concrete walkways and topsoil/hydroseed restoration by the m<sup>2</sup>.

Answer: Existing sidewalks and grass area disturbed due to curb replacement will be replaced on a unit rate basis per the bid documents. Where no unit rate is indicated a negotiated price will be reviewed by LMCH for any changes not indicated in the unit rates on the bid documents.

Question: Drawings AC07 & AC08 references 10m reinforcing steel on 600 mm centres in the curb. Ontario Provincial Standards Drawings do not require steel within the curb. By addenda could OPSD concrete curb be an alternative to the specification?

Answer: Please refer to item number 6 on this addendum.

Question: Unfortunately, we were unable to attend the site walkthrough due to an emergency. Are we still a qualified contender?

Answer: The site meeting attendance was mandatory. Contractors not attending the site walk are excluded from bidding on this project.

Question: Is a phasing plan included or one must be developed?

Answer: Refer to item number 5 on this addendum.

Question: Where can tenants park in the meantime during project duration?

Answer: LMCH to determine and coordinate alternate parking requirements for displaced tenant parking during each phase of work.

Question: Around concrete pads for garbage bins, does fencing need to be re-installed/replaced?

Answer: Existing fencing to be reinstalled by contractor.

Question: Has a CCTV scan been done of the storm lines/system?

Answer: a CCTV scan has not been done at this time.

Question: Parking Lot 3 and 5, Curb has a retaining wall with a railing, must the railing cost and replacement be included in pricing?

Answer: No. Railing replacement will be included with the Construction Contingency.

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***



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**1. Question:**

Addendum 3 indicates that asphalt sidewalk and or grass area restorations will be completed based on Unit Rates in the bid documents, there are no unit rates specified for this type of work. Can these items be added please, some quantities would also be appreciated.

**Answer:**

Please refer to attached revised Bid Form Section 00 41 00 (attached to this addendum). All changes to Bid Form are highlighted in **RED** text.

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***

**TENDER FORM**

Revised - Addendum 04 - November 23, 2022

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd.</b>
	<b>London, ON,</b>
<b>Submitted To:</b>	<b>London &amp; Middlesex Community Housing</b>
	<b>1299 Oxford St. E.</b>
	<b>London, ON, N5Y 4W5</b>
<b>Attention:</b>	<b>Scott Robertson</b>

We, \_\_\_\_\_  
(Company Name)

of \_\_\_\_\_  
(Business Address)

\_\_\_\_\_

having carefully examined the Tender Documents and Addenda No. \_\_\_\_ to No. \_\_\_\_ inclusive and having visited the Project Site and examined the conditions affecting the work; hereby offers to enter into a Contract to perform the Work required by the Tender Documents for the Stipulated Price of

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

which includes any specified Cash and Contingency Allowances, Itemized prices, applicable taxes, including the Harmonized Sales Tax, and duties in force at this date, and all taxes known to be applicable during the construction period.

**Appendices to Tender:**

The information on List of Tender Documents are provided and form an integral part of this Tender.

- A - List of Subcontractors
- B - Price Breakdown
- C - Unit Prices
- D- Asphalt Cement Price Adjustment

**DECLARATIONS**

We hereby declare that:

- (a) we agree to perform the work in accordance with the agreed schedule, to be prepared after the award of Contract.
- (b) we hereby agree to commence the work in accordance with the Tender Documents within \_\_\_\_\_ working days of the award of the Contract (weather permitting).
- (c) we hereby agree to complete the work within \_\_\_\_\_ working days of mobilization (weather permitting)
- (d) this tender is open to acceptance for a period of sixty (60) days from the date of tender closing;

**Signatures:**

Signed, sealed and submitted for and on behalf of:

**Company:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

**Signature:**

\_\_\_\_\_

**Name and Title:**

\_\_\_\_\_  
(Print or Type)

**Witness:**

\_\_\_\_\_

**Name and Title:**

\_\_\_\_\_  
(Print or Type)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPENDIX "A"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**LIST OF SUBCONTRACTORS**

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

<b>Division or Section of Work</b>	<b>Name of Subcontractor or Supplier</b>	<b>Product</b>
Asphalt Removal/Saw Cutting/Milling.		
Hot-Mix Asphalt (HMA) Supplier		
General Excavation		
Backfilling		
Pavement Markings (Parking Lines)		
Pavement Crack Sealing (Asphalt Cracks)		
Concrete Work		
Catch Basin Adjustment/Replacement		
Material Testing		
Others		
Others		

**APPENDIX "B" STIPULATED PRICE BREAKDOWN**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**Table 1** shows the stipulated price breakdown for the items listed below. The Prices include the specified cost, overhead, profit and any applicable taxes in force at the date of tender.

<b>Table 1</b>						
<b>No.</b>	<b>Spec. No.</b>	<b>Item No. and Description</b>	<b>Unit</b>	<b>Est. Qty.</b>	<b>Unit Rate</b>	<b>Total Price</b>
B1.1	-	Mobilization:	L.S.	N/A	N/A	
B1.2	-	<b>Cash Allowance: Geotechnical Field-Testing &amp; Compaction Testing</b>	<b>N/A</b>	N/A	N/A	<b>\$10,000.00</b>
B1.3	-	Parking Lot 1 Rehabilitation:	L.S.	N/A	N/A	
B1.4	-	Parking Lot 2 Rehabilitation:	L.S.	N/A	N/A	
B1.5	-	Parking Lot 3 Rehabilitation:	L.S.	N/A	N/A	
B1.6	-	Parking Lot 4 Rehabilitation:	L.S.	N/A	N/A	
B1.7	-	Parking Lot 5 Rehabilitation:	L.S.	N/A	N/A	
B1.8	-	Parking Lot 6 Rehabilitation:	L.S.	N/A	N/A	
B1.9	-	Parking Lot 7 Rehabilitation:	L.S.	N/A	N/A	
B1.10	-	Parking Lot 8 Rehabilitation:	L.S.	N/A	N/A	
B1.11	-	Parking Lot 9 Rehabilitation:	L.S.	N/A	N/A	
B1.12	-	Roadway 1 Rehabilitation:	L.S.	N/A	N/A	
B1.13	-	Roadway 2 Rehabilitation:	L.S.	N/A	N/A	
B1.14	-	Concrete Sidewalk at Roadway 2:	m2	260		
B1.15	-	Install new asphalt speed bumps as shown on drawing A1.1:	Item	5		
B1.16	-	Install new reinforced concrete pads as specified and shown on drawings:	L.S.	N/A	N/A	
B1.17	-	<b>Cash Allowance: Restoration - Grass sod / seeding, asphalt and repair as required.</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$25,000.00</b>

<b>Subtotal (Excluding Taxes)</b>	
<b>Construction Contingency</b>	<b>\$25,000</b>
<b>Sales Tax</b>	
<b>Total Stipulated Price (Including Tax)</b>	

**Notes:**

- .1 If required by the Owner or Appointed Representative, the successful bidder should be prepared to submit a price breakdown. The contractor agrees to do extra work or to delete work as the Owner or Appointed Representative may require, with increases to or reduction in the Bid Price corresponding to the amount of said extra work or deleted work multiplied by the appropriate unit price items given in the Schedule of Quantities. The scope of work may be altered to suit Owner's requirements.
- .2 **ALL** quantities/measurements to be confirmed by Contractor from on-site take-offs.
- .3 Costs above include co-ordination of all locates to determine location of all services necessary to perform work.
- .4 For unit price items, payment will be based on actual quantity of work performed as measured on site jointly with the Consultant and Contractor.
- .5 The above prices/unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "C"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**UNIT PRICES**

The following rates would be applied for work items listed hereunder.

<b>Item No.</b>	<b>Description of Work</b>	<b>Unit Rate</b>	<b>Contractors Unit Cost</b>
111	If additional repairs are conducted that are not included in Scope of Work the cost of labour shall be:		
	Foreman	/ hour	\$ _____
	Tradesman	/ hour	\$ _____
	Laborer	/ hour	\$ _____
U2	If additional repairs are conducted that are not included in the Scope of Work, the mark-up on materials shall be cost plus:	%	15%

**Notes:**

- The unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "D"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>

**ASPHALT CEMENT PRICE ADJUSTMENT**

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement (PGAC) price index, as published monthly in the MTO Contract Bulletin and displayed on the OHMPA website (<http://www.ohmpa.org/acpi/acpiView.asp>). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2007 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to hot mix bid items. Provincial sales tax adjustment should be applied to the adjustment (either way).

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted in the Work during the month for which it is established. The payment adjustment for the month will be calculated the following means:

1. **When AC Prices are Rising** by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month prior to bid opening from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.
2. **When AC Prices are Falling** by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the bid opening, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.

The quantity of new asphaltic concrete includes all grades of asphaltic concrete supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quality of the escalation/de-escalation will be calculated using the hot mix quantity accepted in the Work.

**ASPHALT CEMENT PRICE INDEX**

We acknowledge the PGAC price index for the month prior to bid opening is \$ \_\_\_\_\_ / tonne

**END OF SECTION – 00 41 00**



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1. Questions and Responses

**QUESTION 1:**

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**Answer 1:**

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\$1,000,000.00 to \$1,100,000.00

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***

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**3. Question - Do we have to assume that your quantities are correct?**

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**.12 Mill/excavate/remove the full thickness of the existing asphalt pavement and dispose of at an approved site. Site measure and confirm the area to be removed prior to starting work.**

.13 The exact thickness of asphalt at all locations to be confirmed during removals. For the purpose of pricing this item assume 150mm (6”) of asphalt pavement to be removed. Adjustments for major deviations from this depth will be extra / credited from this item.

.14 Dress the existing surface, proof-roll, re-grade, and compact granular material, as directed by geotechnical consultant.

4. Question - There is asphalt sidewalk behind the curb that is being removed, is this to be patched with asphalt?

Answer - You are bidding from the IRC drawings and specification provided. If additional work outside of drawings and specifications will be is required work will be performed using unit rates indicated on the bid forms.

5. Phasing: The project will have 3 phases to mitigate parking restrictions on our Tenants. Phasing plan to be developed with winning contractor post award.

6. Remove **ALL** rebar in new concrete curbing for the entire project.

7. Question - The detail for curb indicates a vertical re-bar; these bars will make use of a curb machine impossible; can this be removed as a requirement? If not, what is the required spacing for the vertical bars?

Answer: See item number 6 on this addendum.

Question: The use of any re-bar in the curbs seems unnecessary for the application in this project; removal would generate a significant cost savings, can the removal of re-bar in the curbs be entertained?

Answer: See item number 6 on this addendum.

Question: The sidewalk detail indicates use of a wire mesh, can this requirement be eliminated?

Answer: No

Question: The concrete pads show 15m bar grid requirement; can this be deleted?

Answer: No

Question: There are several references to crack sealing in the specifications, though no specific indication of any quantity or location. Will there be any crack sealing required for this project? If so, can you provide a quantity estimate?

Answer: Do **NOT** include costing for crack sealing.

8. Question: The specifications show a requirement for tack coat between the base and top asphalt, will this be required? Generally, tack coat is not necessary when base and top asphalt are placed immediately following each other.

Answer: Tack coat is required per the drawings and specifications.

Question: Will any tactile plates be required at sidewalk crossing locations?

**Answer: Yes they yare required. Please refer to drawings and specification regarding tactile plates. IRC drawings A1.1 – Notes**

Question: The specifications mention site protection for pedestrians, etc. Can orange snow fence and / or cones and caution tape be used for this or is fast fence a requirement?

**Answer: Fast Fence is required.**

Question: Appendix C Bid items indicate 50mm HL-8 and 50mm HL3, item 1.6.9 indicates 40mm HL-3. Please clarify.

**Answer: Please include for 50mm of HL-3 and 50mm of HL-8.**

Question: Appendix D notes that the HL-3 should be High stability, this cost is a fair bit greater than standard HL-3 PG 58-28. Please confirm if High Stability is required.

**Answer: High stability is not required for HL-3. Please include for OPSS HL3**

9. Question: We have noted that per addendum 2 there will be bonding required for this project. Please confirm if a bid bond is also required?

**Answer: Bid Bond is not required for this project.**

Question: At the site walk it was noted that there is currently asphalt sidewalk behind the existing curbs which are to be removed and replaced. Please specify what the remediation of the sidewalks behind is to be?

**Answer: Existing sidewalks disturbed due to curb replacement will be replaced on a unit rate basis per the bid documents.**

10. Question: Appendix C-General Requirements Item 1.6.5.4 Scope of Work is Crusher Run Limestone (19 mm) conforming to Granular “A” Specifications. Crusher limestone in London, Ontario requires import from outside of London, however Granular “A” produced from a Sand & Gravel Pits is readily available from multiple sources in London. By addenda could Granular “A” from a Gravel Pit be an alternative to the specification?

**Answer: Yes, please use Granular “A” from a Gravel Pit.**

Question: Appendix D-Ext Improvement Item 2.1.2.1.5 Materials refers to Granular M for base dressing prior to asphaltting. Granular M is not manufactured on a consistent basis in London. Granular “A” from a Sand & Gravel source is more readily available and is utilized daily in London. By addenda could Granular “A” from a Gravel Pit be an alternative to the specification?

**Answer: Yes, please use Granular “A” from a Gravel Pit.**

Question: Appendix D-Ext Improvements Item 2.1.7.1 Materials refers to Surface Course Asphalt HL-3 HS (High Stability). HL-3 HS is not readily produced in London, however OPSS HL-3 is. By addenda could OPSS HL-3 be an alternative to the specification?

**Answer: High stability is not required for HL-3. Please include for OPSS HL3.**



Question: Drawing A1.1 identifies that all the curb is to be removed and replaced throughout the site. The curb replacement will disturb the asphalt walkways, concrete sidewalks and soft landscape features that are behind the curb. By addenda add bid items for asphalt pathway, concrete walkways and topsoil/hydroseed restoration by the m<sup>2</sup>.

Answer: Existing sidewalks and grass area disturbed due to curb replacement will be replaced on a unit rate basis per the bid documents. Where no unit rate is indicated a negotiated price will be reviewed by LMCH for any changes not indicated in the unit rates on the bid documents.

Question: Drawings AC07 & AC08 references 10m reinforcing steel on 600 mm centres in the curb. Ontario Provincial Standards Drawings do not require steel within the curb. By addenda could OPSD concrete curb be an alternative to the specification?

Answer: Please refer to item number 6 on this addendum.

Question: Unfortunately, we were unable to attend the site walkthrough due to an emergency. Are we still a qualified contender?

Answer: The site meeting attendance was mandatory. Contractors not attending the site walk are excluded from bidding on this project.

Question: Is a phasing plan included or one must be developed?

Answer: Refer to item number 5 on this addendum.

Question: Where can tenants park in the meantime during project duration?

Answer: LMCH to determine and coordinate alternate parking requirements for displaced tenant parking during each phase of work.

Question: Around concrete pads for garbage bins, does fencing need to be re-installed/replaced?

Answer: Existing fencing to be reinstalled by contractor.

Question: Has a CCTV scan been done of the storm lines/system?

Answer: a CCTV scan has not been done at this time.

Question: Parking Lot 3 and 5, Curb has a retaining wall with a railing, must the railing cost and replacement be included in pricing?

Answer: No. Railing replacement will be included with the Construction Contingency.

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***

This Addendum is used for the purpose of clarifying, amending, or revising information contained in the RFP or Contract Documents. This Addendum forms part of the Bid Documents.

**1. Question:**

Addendum 3 indicates that asphalt sidewalk and or grass area restorations will be completed based on Unit Rates in the bid documents, there are no unit rates specified for this type of work. Can these items be added please, some quantities would also be appreciated.

**Answer:**

Please refer to attached revised Bid Form Section 00 41 00 (attached to this addendum). All changes to Bid Form are highlighted in **RED** text.

**\*\*\*\*\* END of ADDENDUM \*\*\*\*\***

**TENDER FORM**

Revised - Addendum 04 - November 23, 2022

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd.</b>
	<b>London, ON,</b>
<b>Submitted To:</b>	<b>London &amp; Middlesex Community Housing</b>
	<b>1299 Oxford St. E.</b>
	<b>London, ON, N5Y 4W5</b>
<b>Attention:</b>	<b>Scott Robertson</b>

We, \_\_\_\_\_  
(Company Name)

of \_\_\_\_\_  
(Business Address)

\_\_\_\_\_

having carefully examined the Tender Documents and Addenda No. \_\_\_\_ to No. \_\_\_\_ inclusive and having visited the Project Site and examined the conditions affecting the work; hereby offers to enter into a Contract to perform the Work required by the Tender Documents for the Stipulated Price of

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

which includes any specified Cash and Contingency Allowances, Itemized prices, applicable taxes, including the Harmonized Sales Tax, and duties in force at this date, and all taxes known to be applicable during the construction period.

**Appendices to Tender:**

The information on List of Tender Documents are provided and form an integral part of this Tender.

- A - List of Subcontractors
- B - Price Breakdown
- C - Unit Prices
- D- Asphalt Cement Price Adjustment

**DECLARATIONS**

We hereby declare that:

- (a) we agree to perform the work in accordance with the agreed schedule, to be prepared after the award of Contract.
- (b) we hereby agree to commence the work in accordance with the Tender Documents within \_\_\_\_\_ working days of the award of the Contract (weather permitting).
- (c) we hereby agree to complete the work within \_\_\_\_\_ working days of mobilization (weather permitting)
- (d) this tender is open to acceptance for a period of sixty (60) days from the date of tender closing;

**Signatures:**

Signed, sealed and submitted for and on behalf of:

**Company:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

**Signature:**

\_\_\_\_\_

**Name and Title:**

\_\_\_\_\_  
(Print or Type)

**Witness:**

\_\_\_\_\_

**Name and Title:**

\_\_\_\_\_  
(Print or Type)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPENDIX "A"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**LIST OF SUBCONTRACTORS**

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

<b>Division or Section of Work</b>	<b>Name of Subcontractor or Supplier</b>	<b>Product</b>
Asphalt Removal/Saw Cutting/Milling.		
Hot-Mix Asphalt (HMA) Supplier		
General Excavation		
Backfilling		
Pavement Markings (Parking Lines)		
Pavement Crack Sealing (Asphalt Cracks)		
Concrete Work		
Catch Basin Adjustment/Replacement		
Material Testing		
Others		
Others		

**APPENDIX "B" STIPULATED PRICE BREAKDOWN**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**Table 1** shows the stipulated price breakdown for the items listed below. The Prices include the specified cost, overhead, profit and any applicable taxes in force at the date of tender.

<b>Table 1</b>						
<b>No.</b>	<b>Spec. No.</b>	<b>Item No. and Description</b>	<b>Unit</b>	<b>Est. Qty.</b>	<b>Unit Rate</b>	<b>Total Price</b>
<b>B1.1</b>	-	Mobilization:	L.S.	N/A	N/A	
<b>B1.2</b>	-	<b>Cash Allowance: Geotechnical Field-Testing &amp; Compaction Testing</b>	<b>N/A</b>	N/A	N/A	<b>\$10,000.00</b>
<b>B1.3</b>	-	Parking Lot 1 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.4</b>	-	Parking Lot 2 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.5</b>	-	Parking Lot 3 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.6</b>	-	Parking Lot 4 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.7</b>	-	Parking Lot 5 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.8</b>	-	Parking Lot 6 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.9</b>	-	Parking Lot 7 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.10</b>	-	Parking Lot 8 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.11</b>	-	Parking Lot 9 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.12</b>	-	Roadway 1 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.13</b>	-	Roadway 2 Rehabilitation:	L.S.	N/A	N/A	
<b>B1.14</b>	-	Concrete Sidewalk at Roadway 2:	m2	260		
<b>B1.15</b>	-	Install new asphalt speed bumps as shown on drawing A1.1:	Item	5		
<b>B1.16</b>	-	Install new reinforced concrete pads as specified and shown on drawings:	L.S.	N/A	N/A	
<b>B1.17</b>	-	<b>Cash Allowance: Restoration - Grass sod / seeding, asphalt and repair as required.</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$25,000.00</b>

<b>Subtotal (Excluding Taxes)</b>	
<b>Construction Contingency</b>	<b>\$25,000</b>
<b>Sales Tax</b>	
<b>Total Stipulated Price (Including Tax)</b>	



**Notes:**

- .1 If required by the Owner or Appointed Representative, the successful bidder should be prepared to submit a price breakdown. The contractor agrees to do extra work or to delete work as the Owner or Appointed Representative may require, with increases to or reduction in the Bid Price corresponding to the amount of said extra work or deleted work multiplied by the appropriate unit price items given in the Schedule of Quantities. The scope of work may be altered to suit Owner's requirements.
- .2 **ALL** quantities/measurements to be confirmed by Contractor from on-site take-offs.
- .3 Costs above include co-ordination of all locates to determine location of all services necessary to perform work.
- .4 For unit price items, payment will be based on actual quantity of work performed as measured on site jointly with the Consultant and Contractor.
- .5 The above prices/unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "C"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>
<b>Submitted By:</b>	

**UNIT PRICES**

The following rates would be applied for work items listed hereunder.

<b>Item No.</b>	<b>Description of Work</b>	<b>Unit Rate</b>	<b>Contractors Unit Cost</b>
111	If additional repairs are conducted that are not included in Scope of Work the cost of labour shall be:		
	Foreman	/ hour	\$ _____
	Tradesman	/ hour	\$ _____
	Laborer	/ hour	\$ _____
U2	If additional repairs are conducted that are not included in the Scope of Work, the mark-up on materials shall be cost plus:	%	15%

**Notes:**

- The unit prices quoted include the specified cost, overhead, profit and applicable taxes in force at date of tender, with the exception of HST.

**APPENDIX "D"**

<b>Project Title:</b>	<b>2022 Paving Replacement</b>
<b>Location:</b>	<b>Limberlost Housing</b>
	<b>1481 Limberlost Rd., London, ON,</b>

**ASPHALT CEMENT PRICE ADJUSTMENT**

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement (PGAC) price index, as published monthly in the MTO Contract Bulletin and displayed on the OHMPA website (<http://www.ohmpa.org/acpi/acpiView.asp>). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2007 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to hot mix bid items. Provincial sales tax adjustment should be applied to the adjustment (either way).

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted in the Work during the month for which it is established. The payment adjustment for the month will be calculated the following means:

1. **When AC Prices are Rising** by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month prior to bid opening from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.
2. **When AC Prices are Falling** by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the bid opening, multiplied by the number of tonnes of PGAC incorporated in the mixes as determined by the job mix formula. PST on the adjustment will be included.

The quantity of new asphaltic concrete includes all grades of asphaltic concrete supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quality of the escalation/de-escalation will be calculated using the hot mix quantity accepted in the Work.

**ASPHALT CEMENT PRICE INDEX**

We acknowledge the PGAC price index for the month prior to bid opening is \$ \_\_\_\_\_ / tonne

**END OF SECTION – 00 41 00**

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## Staff Report 2022-83

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud Director of Property Services & Asset Management

**SUBJECT:** Playground Allan Rush – Contract Award Recommendation

**DATE:** December 8, 2022

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### PURPOSE:

The purpose of this report is to seek the approval to award a contract for the supply and installation of a new playground at the LMCH family site Allan Rush as part of the approved budget line for Exterior Works and Property Improvements based on the CMHC Co-Investment Funding Program.

Board approval is required for this contract award as it exceeds the \$75,000 financial approval limit of LMHC’s CEO, as set out in “Purchasing Policies and Guidelines”.

### RECOMMENDATION:

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. Approve the award of the contract for the new playground at Allan Rush Family Site per quotation E0017220072 (appendix A) for the sum of \$113,041.92 (exclusive of taxes).
2. Authorize LMHC staff to take the necessary steps to give effect to the above recommendation(s).

### BACKGROUND:

The Co-Investment program approved on November 25, 2021; LMHC in conjunction with the City of London (COL) as guarantor executed the loan agreement with CMHC of \$40,139,939. The funding allocation consists of \$ 15,533,989 as a forgivable loan and \$24,602,101 repayable loan with the City of London guaranteeing \$37,000,000.

LMHC identified several projects to fulfil the programs requirement as identified in the Co-Investment Fund Portfolio Plan that when fully implemented would meet the energy savings, accessibility requirements and property enhancements required by CMHC to secure the funding. LMCH identified hard surface repairs and site improvements as a project initiative at five of the family sites that are part of the CMHC project. For two of these sites, Allen Rush and Huron, installation of new playgrounds was identified in the

project plan as providing a benefit to the community. In recent years the playgrounds were removed due to their age and the requirements for improved safety standards that have been mandated regarding playground equipment and ground covering.

Quotations were received from two vendors, PlayPower LT Canada. and Apex Playground Equipment. Each proponent received site drawings and property brief. The proponents were to recommend a site design and equipment selection for the property for LMCHs evaluation.

### **Recommendation:**

LMCH team members have reviewed the drawings and specifications; it is the staff recommendation to award the contract to PlayPower LT Canada. to complete the procurement and installation of the playground equipment.

Below highlights of PlayPower LT Canada:

- Exceed requirements for accessible equipment.
- Trusted vendor who has completed several playground installations at LMCH properties.
- Equipment selection has a wide age range inclusive between the ages from 2 – 12 years.
- Design provides effective use of the current footprint and provides a variety of activities.

### **TENANT IMPACT:**

The installation of the new playground will be well received by the families who call Allan Rush home. A great hub for children to connect and build a sense of community for many families. Though initial works of surface removal for the installation of rubber flooring maybe noisy we do not anticipate any significant negative impact to the tenants.

Funding through the CMHC project will improve the tenant experience of this site. While this project will be scheduled for completion in the summer of 2023, initial work on Allan Rush hard surface repairs (parking lots and pathways) has taken place and the remainder of this project will be completed in the Spring of 2023. Additional work planned for this site through CMHC funding includes replacement of windows and doors, furnaces, and hot water tanks in the coming years.

**FINANCIAL IMPACT:**

The project is fully funded through the CMHC Co-Investment Program Funding. The table below outlines per property allocated funds for hard surface repairs and exterior works. The tender value is within budget with the remaining value to be allocated to contingency, lighting and/or other property improvements.

Exterior Allocated		Current		Budget
Works Budget		Commitments	Playground	Remaining
Marconi	\$717,444	\$370,500	Not required	\$346,944
Allan Rush	\$825,630	\$649,230	\$113,041	\$63,359
Pond Mills	\$825,630		Not required	\$825,630
Boulee	\$825,630		Not required	\$825,630
Huron	\$717,444		\$78,892	\$638,552

❖ Excluding tax

**LEGAL IMPACT / RISK MANAGEMENT:**

Projects continue to be impacted by inflation and procurement timelines. Procurement of the equipment is anticipated to be approximately 32 weeks.

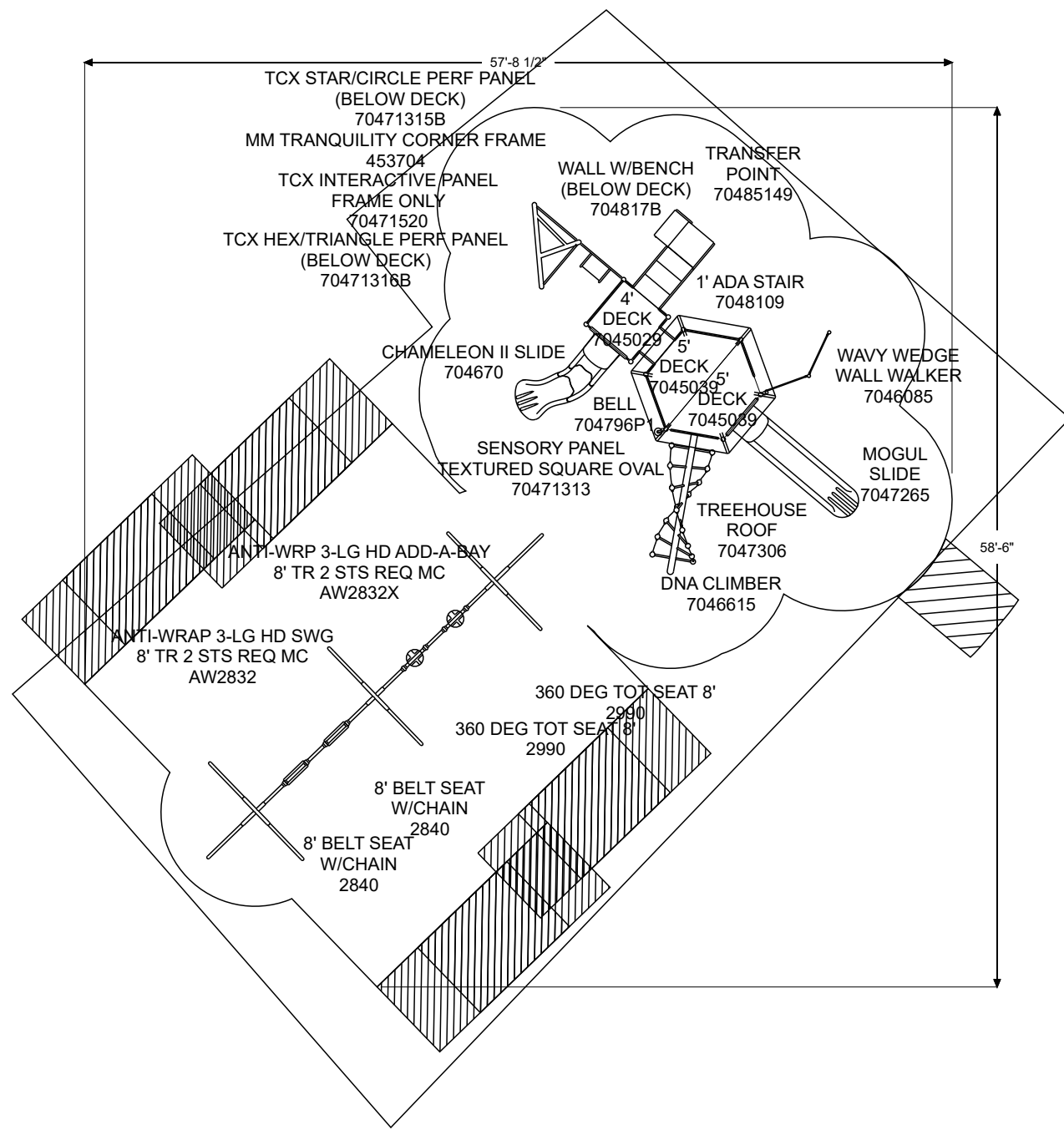
**APPENDIX:**

Appendix 1: PlayPower Canada Submission

<b>PREPARED and SUBMITTED BY:</b>	<b>STAFF CONTACT:</b>
Phil Renaud DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	Wendy Groves PROJECT MANAGER

# LMCH Allen Rush Gardens London, ON

FOR KIDS AGES	AGE GROUP: 2-12
<b>2-12</b>	ELEVATED PLAY ACTIVITIES - TOTAL: 7
YEARS	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 4
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
	GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 2
	GROUND LEVEL QUANTITY: 7 REQ'D 2



To verify product certification, visit [www.ipema.org](http://www.ipema.org)



<b>PLAYPOWER CANADA</b>	PHONE NO: FAX NO:
GROUND SPACE: 47'-6" x 47'-0"	
PROTECTIVE AREA: 58'-0" x 58'-6"	
DRAWN BY: Loreen Warner	DATE: 7/27/2022

<b>E0017_44718574378</b>	
<input checked="" type="checkbox"/>	COMPLIES TO CSA
<input checked="" type="checkbox"/>	COMPLIES TO ANNEX H

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF CSA-Z614

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

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This list is provided as a design aid only.

Actual compliance to accessibility standards is dependent on design and final installation and is the sole responsibility of the Sales Representative.

### Accessibility Chart

Drawing Name:	Allen Rush Gardens.play
Project Number:	E0017_44718574378

<b>Age Group: 2-12</b>			
Elevated Play Activities Total:	7		
Elevated Play Activities Accessible By Transfer:	7	Req'd:	4
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	3	Req'd:	2
Ground Level Quantity:	8	Req'd:	2

Description	Elevation	Access	Type of Play	Qty
CHAMELEON II SLIDE 4'	Elevated	Transfer	SLIDE	1
DNA CLIMBER (5' DECK)	Elevated	Transfer	CLIMBER	1
MOGUL SLIDE-ONE PIECE (5' DECK)	Elevated	Transfer	SLIDE	1
SENSORY PANEL TEXTURE SQUARE OVAL	Elevated	Transfer	IMAGINATION_PANEL	1
TCX INTERACTIVE PANEL	Elevated	Transfer	MANIPULATIVE_EQUIP	1
TCX INTERACTIVE PANEL	Elevated	Transfer	MANIPULATIVE_EQUIP	1
WAVY WEDGE WALL WALKER (5' DECK)	Elevated	Transfer	CLIMBER	1
BELL, POST MOUNT	Ground	Ground	SOUND_EQUIP	1
HEX/TRIANGLE PERF PANEL (BELOW DECK) - TCX	Ground	Ground	IMAGINATION_PANEL	1
STAR/CIRCLE PERF PANEL (BELOW DECK) - TCX	Ground	Ground	IMAGINATION_PANEL	1
SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
WALL ENCLOSURE W/SEAT (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1



QUOTE: E0017220072

Project: E0017\_44718574378\_01

**Prepared For:**

Wendy Groves  
London Middlesex Community Housing  
1299 Oxford Street East  
London, ON N5Y 4W5  
5195217831 (phone)  
wgroves@lmhc.ca

**Project Name & Location:**

London LMCH Allen Rush

**Prepared by:**

PlayPower LT Canada  
  
P.O. Box 125  
Paris, ON N3L3E7  
18002659953 Ext. 8 (phone)  
loreen.warner@playpower.com

Quote Number: E0017220072  
Quote Date: 8/2/2022  
Valid For: 30 Days From Quote Date

**PlayArea\_2**

Product line: Freestanding  
Age group: 18mon-12yrs

**Global defaults**

Leg	METALLIC GRAY
Swing Seat	BLACK
Swing Tot Seat	BLACK
Toprail	METALLIC GRAY
Yoke	PLUM

**Components**

Part Number	Description	Qty	Weight
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	15.00
AW2832	ANTI-WRAP 3-LG HD SWG 8' TR 2 STS REQ MC	1	265.00
AW2832X	ANTI-WRP 3-LG HD ADD-A-BAY 8' TR 2 STS REQ MC	1	140.00

**704S088D**

Product line: TotsChoiceX  
Age group: 18mon-12yrs

**Global defaults**

Accent	PLUM
Accent Climber	PLUM
Accent Enclosure	PLUM

Cham -Canopy	PLUM
Cham -Exit	PLUM
Cham -Right Low Bank	YELLOW
Cham -Start of Slide	PLUM
Clamp	METALLIC GRAY
MM Frame	METALLIC GRAY
Panel	YELLOW-SAND-YELLOW
Panel 01	PLUM-SAND-PLUM
Panel 02	PLUM-SAND-PLUM
Panel 03	PLUM-SAND-PLUM
Panel 04	PLUM-SAND-PLUM
Post	METALLIC GRAY
PVC	GREY
Roof	YELLOW
Rope	BLACK
Sensory Panel	YELLOW CLEAR
Slide Canopy	YELLOW
Slide Rockite	PLUM

### Components

Part Number	Description	Qty	Weight
704S088D	PRICE GUIDE DISCREPANCY - TCX 704S088D	1	4,795.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00

### RiskSign\_Included

Product line: Freestanding

Age group:

### Global defaults

Post - FS METALLIC GRAY

### Components

Part Number	Description	Qty	Weight
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00

### Additional Items

Part Number	Description	Qty	Weight
925961	THUMB DRIVE 2GB - MREC	1	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00

### Parts By Other

Part Number	Description	Qty	Weight
Ure-Tech	RAINBOW TURF PIP RUBBER	1	0.00

law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

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6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



## Totals:

Equipment Weight:	5,257.00 lbs
Equipment Price:	\$32,792.80
Freight:	\$3,490.00
Installation:	\$19,577.50
Products by Other:	\$60,670.62
SubTotal:	\$116,530.92
Estimated Sales Tax*:	\$15,149.02
<b>Grand Total:</b>	<b>\$131,679.94</b>

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**Notes:** Products by Others = PIP Rubber Surfacing  
Installation includes play equipment installation as well as the rubber base preparation

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This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** E0017220072    **Quote Date:** 8/2/2022    **Equipment:** \$41,500.00    **Grand Total:** \$131,679.94

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

<b>Submitted By</b>	<b>Printed Name and Title</b>	<b>Date</b>
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
<b>By:</b>		<b>Date:</b>

### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under

## Staff Report 2022-84

**TO:** LMCH Board of Directors

**FROM:** Phil Renaud, Director of Property Services & Asset Management

**SUBJECT:** Playground Huron – Contract Award Recommendation

**DATE:** December 8, 2022

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### **PURPOSE:**

The purpose of this report is to seek the approval to award a contract for the supply and installation of a new playground at the LMCH family site Huron Rush as part of the approved budget line for Exterior Works and Property Improvements based on the CMHC Co-Investment Funding Program.

Board approval is required for this contract award as it exceeds the \$75,000 financial approval limit of LMHC’s CEO as set out in “Purchasing Policies and Guidelines”.

### **RECOMMENDATION:**

That the LMCH Board of Directors **APPROVE** the following recommendations:

1. Approve the award of the contract for the new playground at Huron Family Site per quotation (appendix A) for the sum of \$78,892.45 (exclusive of taxes).
2. Authorize LMHC staff to take the necessary steps to give effect to the above recommendation(s).

### **BACKGROUND:**

The Co-Investment program approved on November 25, 2021; LMHC in conjunction with the City of London (COL) as guarantor executed the loan agreement with CMHC of \$40,139,939. The funding allocation consists of \$ 15,533,989 as a forgivable loan and \$24,602,101 repayable loan with the City of London guaranteeing \$37,000,000.

LMHC identified several projects to fulfil the programs requirement as identified in the Co-Investment Fund Portfolio Plan that, when fully implemented, would meet the energy savings, accessibility requirements and property enhancements required by CMHC to secure the funding. LMCH identified hard surface repairs and site improvements as a project initiative at five of the family sites that are part of the CMHC project. For two of these sites, Allen Rush and Huron, installation of new playgrounds was identified in the project plan as providing a benefit to the community. In recent years the playgrounds were

removed due to their age and the requirements for improved safety standards that have been mandated regarding playground equipment and ground covering.

Quotations were received by PlayPower LT Canada and Apex Playground Equipment. Each proponent received site drawings and a property brief. The proponents were to recommend a site design and equipment selection for the property for LMCHs evaluation.

### **Recommendation:**

LMCH team members have reviewed the drawings and specifications, it is the staff recommendation to award the contract to PlayPower LT Canada to complete the procurement and installation of the playground equipment.

Below highlights of PlayPower LT Canada:

Exceed requirements for accessible equipment.

- Trusted vendor who has completed several playground installations at LMCH properties.
- Equipment selection has a wide age range inclusive between the ages from 2 – 12 years.
- Design provides effective use of the current footprint and provides a variety of activities.

### **TENANT IMPACT:**

The reinstatement of the playground will be well received by the families who call Huron family site home. A great hub for children to connect and build a sense of community for many families. Though initial works of surface removal for the installation of rubber flooring maybe noisy we do not anticipate any significant negative impact to the tenants.

Funding through the CMHC project will improve the tenant experience of this site. This project will be scheduled for completion in the summer of 2023. Additional work planned for this site through CMHC funding includes improvements to hard surfaces (parking lots and pathways), furnaces and hot water tanks in the coming years.

**FINANCIAL IMPACT:**

The Project is fully funded through the CMHC Co-Investment Program Funding. The table below outlines per property allocated funds for hard surface repairs and exterior works. The tender value is within budget with the remaining value to be allocated to contingency, lighting and/or other property improvements.

Exterior Allocated		Current		Budget
Works Budget		Commitments	Playground	Remaining
Marconi	\$717,444	\$370,500	Not required	\$346,944
Allan Rush	\$825,630	\$649,230	\$113,041	\$63,359
Pond Mills	\$825,630		Not required	\$825,630
Boullee	\$825,630		Not required	\$825,630
<b>Huron</b>	<b>\$717,444</b>		<b>\$78,892</b>	<b>\$638,552</b>

❖ Excluding tax

**LEGAL IMPACT / RISK MANAGEMENT:**

Projects continue to be impacted by inflation and procurement timelines. Procurement of the equipment is anticipated to be approximately 32 weeks.

**APPENDIX:**

Appendix 1: PlayPower LT. Canada Submission

<b>PREPARED and SUBMITTED BY:</b>	<b>STAFF CONTACT:</b>
Phil Renaud DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	Wendy Groves, PROJECT MANAGER



QUOTE: E0017220281

Project: E0017\_44838481381\_02

**Bill To:**

London & Middlesex Community Housing  
 1299 Oxford Street East, Unit 5C5  
 London, ON N5Y 4W5  
 519 434 2765 Ext. 270 (phone)  
 nstrickert@lmch.ca

**Project Name & Location:**

London LMCH Huron Road

**Prepared by:**

PlayPower LT Canada  
 P.O. Box 125  
 Paris, ON N3L3E7  
 18002659953 Ext. 8 (phone)  
 loreen.warner@playpower.com

Quote Number: E0017220281  
 Quote Date: 10/5/2022  
 Valid For: 30 Days From Quote Date

**PlayArea\_2**

Product line: KidBuilders  
 Age group: 5yrs-12yrs

**Global defaults**

Aluminum Steering Wheel	Burgundy
Cylinder Color Large	BLUE
Cylinder Color Medium	BLUE
Cylinder Color Small	BLUE
KB Accent Color	LIGHT GRAY
KB CLAMP	BLUE
KB Pnl/Crwl Tunnel Clr	BLUE
KB Slide/Float Stone Clr	BLUE
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	Burgundy
Laminated Panel	BLUE-SAND-BLUE
RISK MGNT SIGN CLR	Burgundy
Worm Freestanding Color	Burgundy
Worm Freestanding Ground Cover	Buried

**Components**

Part Number	Description	Qty	Weight	Volume
100010147	KIT, SGL.WD.SLIDE W/INST.	1	1.00	0.05
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36
200013797	KB 10' POST PLUS GLV. W/ALUM.CAP	3	67.00	2.60
200013812	KB 148" POST PLUS GLV. W/ALUM.CAP	4	81.00	2.24
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001	1	51.00	4.00
200200402	STEPS DK/DK 815MM W/SFTY RAILS KB SMLHL	1	264.00	27.30
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00
200201023	SLIDE WAVE KB 812 MM/32"	1	94.00	38.00
200202244	WORM CLIMBER FREESTANDING	1	150.00	50.00
200202503	KB DECK SQUARE SMALL HOLE 11GA	1	116.00	9.86
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	1	59.00	7.25
200202551	KB TRANS STAT 812 SFTY RL (SM HL)11GA	1	335.00	27.28

200203205	KB BOINGO	1	15.00	2.00
200203318	KB CYLINDER CLIMBER 64"	1	175.00	12.00
200203332	KB SPIRAL SLIDE 64" W/2014 HOOD(SM HL)	1	380.00	190.00
200203333	KB CRAZY STRAW CLIMB 64"	1	125.00	25.00
200203575	ASSY RAIL MT.ALUM.STEER.WHL.	1	3.00	1.30
200203635	PANEL REACH SIMON SAYS F/KB	1	55.00	5.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1	1.00	0.00

### PlayArea\_3

Product line: Traditional Play

Age group: 18mon-5yrs

### Global defaults

Tire Color GRAY  
Tire Ground Mounting Buried

### Components

Part Number	Description	Qty	Weight	Volume
200203282	TIRE CLIMB HALF FREESTANDING	1	115.00	25.00
200203283	TIRE CLIMB HALF W/RISERS	1	145.00	35.00

### RiskSign\_Included

Product line: Park Service

Age group:

### Global defaults

RISK MGNT SIGN CLR Burgundy

### Components

Part Number	Description	Qty	Weight	Volume
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00

### Additional Items

### Parts By Other

Part Number	Description	Qty	Weight	Volume
Ure-Tech	RAINBOW TURF PIP RUBBER	1	0.00	0.00

### Totals:

Equipment Weight:	3,778.00 lbs
Equipment Volume:	486.16 ft <sup>3</sup>
Products Subtotal:	\$25,155.45
Products by Other:	\$37,484.00
Installation:	\$14,385.00
Estimated Sales Tax*:	\$10,256.02
Freight:	\$1,868.00
<b>Grand Total:</b>	<b>\$89,148.47</b>

NOTE:

\* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
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THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

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This list is provided as a design aid only.

Actual compliance to accessibility standards is dependent on design and final installation and is the sole responsibility of the Sales Representative.

### Accessibility Chart

Drawing Name:	Allen Rush Gardens.play
Project Number:	E0017_44718574378

<b>Age Group: 2-12</b>			
Elevated Play Activities Total:	7		
Elevated Play Activities Accessible By Transfer:	7	Req'd:	4
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	3	Req'd:	2
Ground Level Quantity:	8	Req'd:	2

Description	Elevation	Access	Type of Play	Qty
CHAMELEON II SLIDE 4'	Elevated	Transfer	SLIDE	1
DNA CLIMBER (5' DECK)	Elevated	Transfer	CLIMBER	1
MOGUL SLIDE-ONE PIECE (5' DECK)	Elevated	Transfer	SLIDE	1
SENSORY PANEL TEXTURE SQUARE OVAL	Elevated	Transfer	IMAGINATION_PANEL	1
TCX INTERACTIVE PANEL	Elevated	Transfer	MANIPULATIVE_EQUIP	1
TCX INTERACTIVE PANEL	Elevated	Transfer	MANIPULATIVE_EQUIP	1
WAVY WEDGE WALL WALKER (5' DECK)	Elevated	Transfer	CLIMBER	1
BELL, POST MOUNT	Ground	Ground	SOUND_EQUIP	1
HEX/TRIANGLE PERF PANEL (BELOW DECK) - TCX	Ground	Ground	IMAGINATION_PANEL	1
STAR/CIRCLE PERF PANEL (BELOW DECK) - TCX	Ground	Ground	IMAGINATION_PANEL	1
SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
WALL ENCLOSURE W/SEAT (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1

**General Notes:**

**Age Group**

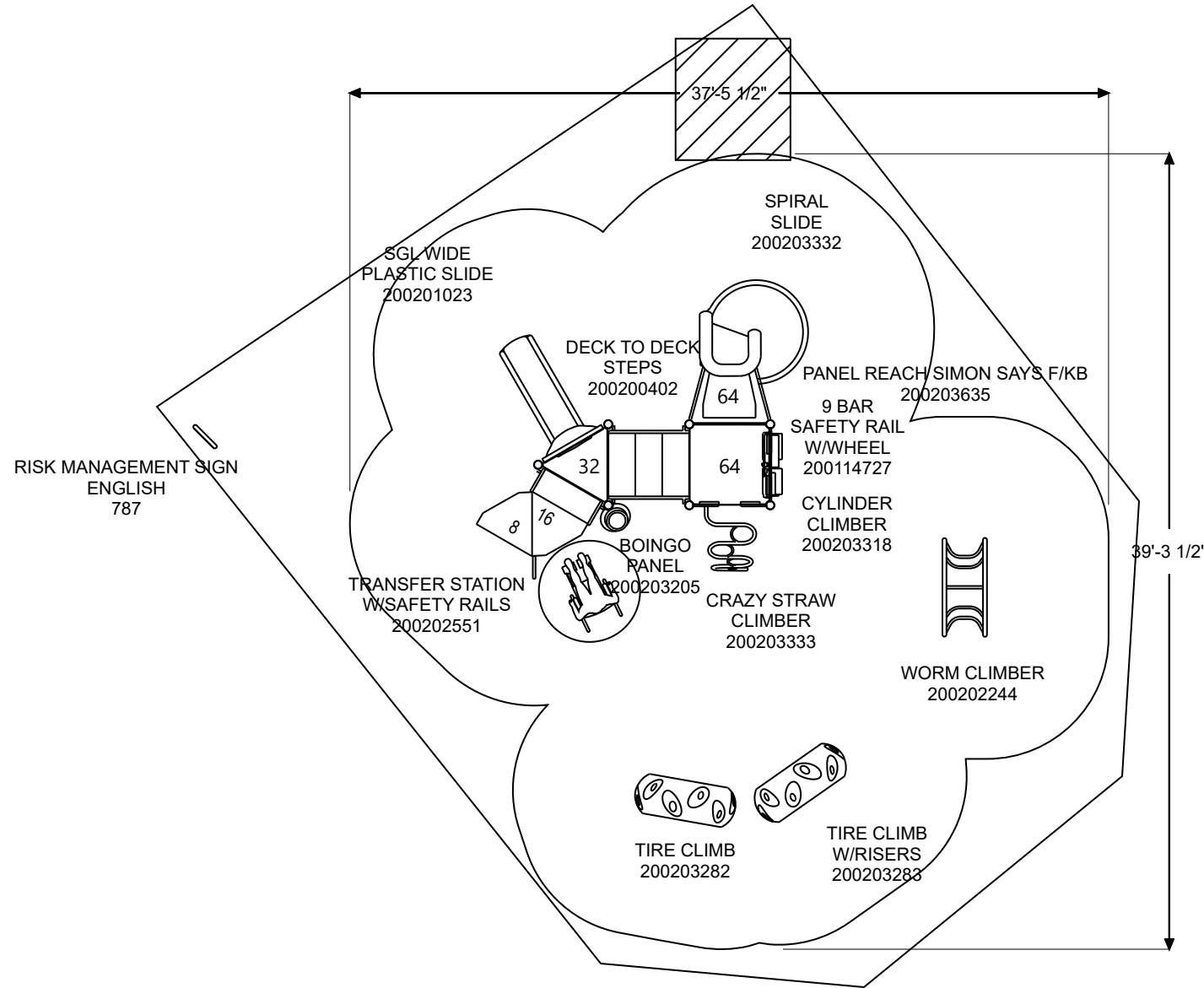
18m-5yrs  5-12 yrs  18m-12yrs  13+ yrs

1. No-encroachment zone- that additional area adjacent to the protective surfacing zone intended to allow pedestrian traffic near the play equipment in use while minimizing the risk of injury to pedestrians. CSA-Z614
2. Although a particular playground design may not meet the proposed Access Board Regulation in regard to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components
3. All deck heights are measured from top of ground cover.
4. Fall absorbing ground cover is required under and around all play equipment.
5. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
6. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
7. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 2-5
ELEVATED PLAY ACTIVITIES - TOTAL: 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 1 REQ'D 0
GROUND LEVEL QUANTITY: 2 REQ'D 0

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 0 REQ'D 0
GROUND LEVEL QUANTITY: 0 REQ'D 0

AGE GROUP: 5-12
ELEVATED PLAY ACTIVITIES - TOTAL: 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 2
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 1
GROUND LEVEL QUANTITY: 2 REQ'D 1



**Project:**  
 LMCH Huron Road  
 London, ON  
**LTCPS rep:**  
 Loreen Warner  
 PLAYPOWER CANADA

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Ground Space: 46'-6" x 27'-6"  
 Protective Area: 37'-6" x 39'-6"

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Drawn by: Loreen Warner  
 Date: 10/4/2022  
 DWG Name: E0017\_44838481381

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LTCPS - Farmington  
 878 East Highway 60  
 Monett, Missouri 65708  
 Voice: 1-800-325-8828  
 Fax: 417-354-2273

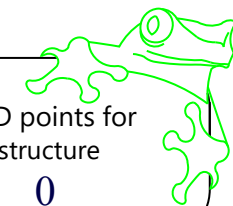
**Playground Layout Compliance:**

CSA-Z614 - Playground Equipment for Public Use.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of CSA-Z614.

LEED points for this structure  
**0**









## Staff Report 2022- 85

**TO:** LMCH Board of Directors

**FROM:** Diana Taplashvily, Director of Finance and Corporate Services

**SUBJECT:** Audit Plan for the year ending December 31, 2022

**DATE:** December 9, 2022

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### PURPOSE:

To provide the LMCH Board of Directors KPMG's Audit Planning Report for the year ending December 31, 2022.

### RECOMMENDATION:

That the Board of Directors **RECIEVE** this report and attached Audit Planning Report from KPMG for information.

### BACKGROUND:

LMCH has a single Shareholder, the City of London. As per the Shareholder Direction between LMCH and the City of London, the Shareholder appoints the auditor for LMCH. This is set out in section 6.3 of the Declaration of the Sole Shareholder outlines:

*" The Shareholder shall appoint an auditor (the "Auditor") which auditor shall be licensed under the Public Accountancy Act and who shall be engaged to prepare and provide the Auditor's Report, the External Auditor's Findings Report, and the Annual Information Return. The Auditor shall also be engaged to prepare a management letter for the purpose of indicating to LMCH specific ways to improve reporting and financial operations to help foster efficient management of LMCH resources. The management letter will also describe whether or not LMCH has corrected any identified deficiencies in legislative compliance and in internal controls. "*

In 2016, Council approved By-Law A-7458-260 appointing KPMG LLP as external auditors for the City of London including its Boards and Commissions for the next 5 years. The current agreement with between KPMG and the City of London expiring December 31, 2022. The City of London has recently initiated a procurement process to appoint a new auditor. Both LMCH and KPMG are proceeding based on past practice until the formal award of the contract is made by the City of London. If the accounting firm changes, LMCH will report this change to the Board of Directors.

The audit that will be undertaken in 2023 based on the attached Audit Planning Report and will provide independent information for the Board of Directors. The audit is a key tool for both the Board of Directors and the City of London to ensure that the LMCH is accountable for providing stewardship over public funds and strengthen management controls.

**FINANCIAL IMPACT:**

The estimated audit estimate for this work is \$18,500.

**SIGNATURE:**

PREPARED and SUBMITTED BY:
DIANA TAPLASHVILY DIRECTOR FINANCE & CORPORATE SERVICES

**Attachments:**

Appendix A: KPMG Audit Planning Report for the year ended December 31, 2022.