



City of
Peterborough

REQUEST FOR PROPOSALS

DOCUMENT NO. P-05-09

CONSULTANT SERVICES TO UNDERTAKE A MASTER PLAN FOR R. A. MORROW PARK IN PETERBOROUGH, ONTARIO

CLOSING DATE:

THURSDAY, JANUARY 29, 2009 at 3:00 pm

SUBMITTED BY:

(Insert company name)

SUBMITTED TO:

**Corporate Services
City Hall, 500 George Street North
Peterborough, Ontario, K9H 3R9
Attn: Brian W. Horton,
Senior Director of Corporate Services**

Note: Any potential Proponent who obtains this proposal document should provide contact information to the City (email to blawler@peterborough.ca) to be advised of any addenda or further information that is issued.
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1.0 INTRODUCTION

The City of Peterborough (the “City”) appreciates your firm’s interest in this Request for Proposals.

This Request for Proposals is for qualified consultants/ consultant teams with a specialty in community consultation, landscape and architectural design services to develop an overall Master Plan for “R.A. Morrow Park”.

2.0 CLOSING TIME

Proposals are to be submitted to the City of Peterborough, Corporate Services, Main Floor City Hall, 500 George Street North, Peterborough, Ontario, prior to **3:00 pm on Thursday, January 29, 2009** (the “closing time”).

Time registered on the City Hall digital phone system will be considered the official time of day when determining exact time of submission.

Proposals received after the closing time will not be accepted and will be returned to the Proponent unopened.

3.0 PROPOSAL OPENING AND RESULTS

All Proposals received prior to the closing time will be opened on **Thursday, January 29, 2009 at 3:15 pm** at City Hall.

As this is a Request for Proposals, for which a number of criteria will be evaluated, only the names or Proponents will be identified at the opening and the financial information submitted will not be publicly disclosed.

A list of Proponents will be available after the opening in the "Bid Record Book", located in Corporate Services; on the website at www.peterborough.ca/business/tenders.htm; or from Corporate Services at 705-742-7777 Extension 1860.

Proponents will not be notified in writing of the Proposal results.

4.0 CONTACT INFORMATION

Proponents may contact Ms. Sue Warrington, Manager, Peterborough Memorial Centre, in writing, by email to swarrington@peterborough.ca, or by fax at (705) 743-2196, with questions related to the detailed specifications or the nature of the required work.

Questions related to the Proposal process itself, should be directed to Bernadette Lawler, of Corporate Services, by email at blawler@peterborough.ca, or by fax at (705) 748-8839.

Any questions, requests for information, or comments on this Request for Proposals should be addressed **not later than 4:00 pm on Thursday, January 22, 2009** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

Unless otherwise indicated, the Request for Proposals is available on the City website at www.peterborough.ca/business/tenders.htm or from Corporate Services by contacting 705-742-7777 Extension 1860.

In accordance with Section 10 (7) of the City's Purchasing Policy By-law 06-175, City employees, other than the employees who are the official contact persons identified in the Bid Solicitation document, and City Council members, are prohibited from discussing any aspect of a Bid Solicitation process with a prospective supplier from the time the Bid Solicitation document is first issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the two City Contact persons referenced in this section.

5.0 THE PROPOSAL

5.1 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- i) correction to or clarification of the Request For Proposals;
- ii) extension of the closing date;
- iii) retraction or cancellation of the Request For Proposals.

When a Proponent downloads the Request For Proposals from the City's website, they **must provide the City Corporate Services with company information**, including street address, fax number and email address, to be advised of addenda when issued or further information, and to be placed on the Proponent's List (Information should be provided to blawler@peterborough.ca).

All addenda will be posted on the City's website at www.peterborough.ca/business/tenders.htm **P-05-09**. Proponents should refer to the website before submitting to ensure they are aware of all addenda.

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify Corporate Services of any changes to their fax number, email or mailing address.

Although the City will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Proposal.

5.2 Form of Proposal

5.2.1 The Proposal shall include:

- a) all pages of this Request For Proposals, without alteration;
- b) all addenda that have been issued;
- c) all additional requirements of this Request For Proposals

The Proposal must be typed or written in ink. It must contain original signatures where required and must clearly be marked **"ORIGINAL"**.

5.2.2 The Proponent must submit **five (5) copies** of all additional requirements of this Request For Proposals, as set out in **Section 8.0**.

5.2.3 The Proposal shall be made upon the Form of Proposal provided. The prices quoted shall be valid for a period of ninety (90) days following the opening of the Proposals.

5.2.4 A Proposal shall be accepted only when submitted in an envelope sealed and clearly addressed to **"City of Peterborough, Corporate Services, 500 George Street North, Main Floor, Peterborough, Ontario, K9H 3R9"** and should be marked **"P-05-09 – Master Plan for R.A. Morrow Park"** and include the name and address of the Proponent.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Freedom of Information Act

The Proponent hereby consents to the disclosure of the information contained in this Proposal, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M. 56 (MFIPPA).

If a Proponent considers any part of the Proposal proprietary, the Proponent shall clearly mark such page or section of the Proposal as confidential.

This procedure will not automatically protect the Proposal from release, but will assist the City in making a determination on release if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of Proponents, as well as the successful Proposal amount, will be available to the public on the City website as part of the award process.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk at 742-7777, Extension 1818.

6.2 Reports and Draft Reports

Subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, the City of Peterborough will release any information received by City staff from a third party, pursuant to a contract with the City for the provision of such information, by making it available to City Council prior to, or concurrent with, the public release of any staff report which contains a recommendation based on such information, whether or not the information is in complete or final form.

6.3 Employees

In the performance of this contract, the Contractor shall be an independent Contractor. Neither the Contractor nor any of their employees shall be deemed to be employees of the City.

6.4 Accept/Reject

The City may accept a Proposal in whole or in part, whether the Proposal is the highest or not, and may reject any or all Proposals. There will be no requirement of this Request For Proposals, implied or otherwise, that the Proposal representing the lowest financial amount will be selected or preferred. The Request For Proposals process is used as a means of evaluating a number of criteria (one of which is price).

In the event that a favourable Proposal does not exactly meet with the City's requirements, the City reserves the right to enter into negotiations with the Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

Revised Proposals will not be called for if only minor changes are contemplated.

6.5 Budget and Pricing Summary

The City has budgeted \$60,000 for a Consultant to complete this project. Within the proposal submitted, proponents must consider and assume responsibility for resources deemed necessary to carry out the intent of this proposal.

A detailed cost estimate must be included containing the number of hours provided by each member of the project team. The proposal will include a table showing the hourly rates for all team members. The overall project costs for both professional fees and expenses shall be an upset limit (see **Appendix B – Methodology and Pricing**).

As part of the monthly invoicing, the Contractor must provide a cost breakdown for actual services provided on an hourly basis.

The City is not responsible for costs incurred as a result of not understanding the statements in this document. It is the Proponent's responsibility to seek clarification if unsure of what is expected.

In addition, the Proponent must indicate an hourly rate for additional services by the Consultant. This rate would be used to approve additional work to this contract if unusual circumstances were encountered that would require an expansion of the scope of work. This request does not obligate the City to extend the contract.

Future year's budgets may include further funding for consultant's work. Based upon the performance of the consultant and the priorities within the project, additional monies may be allocated. At the conclusion of this initial project, the successful Proponent will be responsible for providing the Administrative Steering Committee with a summary report containing project deliverables completed (one original and five complete copies, as well as an electronic version in Microsoft Word). All costs associated with preparing the reports will be borne by the consultant.

The fee shall not exceed the amount stated in the Proponent's proposal for the specified scope of work described in this document unless the City gives prior authorization in writing.

The proponent shall obtain the City's written approval for work deemed additional to the contract, or work that would cause an overage to the fixed fee, prior to proceeding with such work. Otherwise, no increase to the fixed fee will be considered. All services that are excluded by the Proponent must be clearly identified in the proposal.

Prices quoted on **Appendix B – Methodology and Pricing** shall indicate G.S.T. extra. P.S.T. shall be inclusive.

All Proponents are required to provide their G.S.T. Vendor's identification (VIN) number on **Appendix B**.

All Proponents operating as a "Small Trader" with the Federal Government must advise the City of Peterborough on **Appendix B**.

6.6 Changes to Work When Contract Underway

The Contractor selected shall make no deviation from their Proposal without the written approval of the City.

The City will not pay the successful Proponent any amounts over and above the Proposal price unless the City and the successful Proponent agree to a price change as the result of changes in the work required before the additional work is undertaken. The successful Proponent shall furnish a complete breakdown of any costs beyond the Proposal price to support the additional amount. A written change order form must be signed by the authorized City representative prior to proceeding with the additional work.

6.7 Costs Incurred

The City shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the Proposal, including costs to attend or provide any interview.

6.8 Rights of the City of Peterborough

The City shall retain the right to ensure that an acceptable standard of use, service and operation is maintained. The City also reserves the right to communicate with one or more Proponents following the Request For Proposals closing date to clarify elements of the submission.

6.9 City's Right to Terminate Contract Under Certain Conditions

If the Contractor is adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should except in case of any event beyond his reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials, after having received seven days notice in writing from the City to supply additional workmen or materials; or if he should fail to make prompt payments to sub-contractors; or for materials; or labour; or persistently disregard laws, ordinances, or instructions of the City or otherwise be guilty of a substantial violation of the provisions of the contract, then the City, upon notification to the Contractor that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the Contractor seven (7) days written notice, terminate the contract of the Contractor, and take possession of the work site, and all materials, tools and appliances therein.

In such case, the Contractor shall not be entitled to receive any further payment. If the revenues from operations exceed the expense of operations, including compensation to the City as provided for in the Contractor's Proposal and compensation to the City for its additional services, such excess shall be paid to the Contractor. If operating expenses exceed operating revenues, the Contractor shall pay the difference to the City.

The City shall determine the expenses incurred by the City through the Contractor's default.

6.10 Loss and Damage

The City shall not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall or may happen to the facilities, or any part or parts thereof respectively, or for any of the materials or other things used and employed by the Contractor, or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property.

The Contractor shall properly guard and make good all damage which may arise or be occasioned by any cause connected with the contract, or the work done by the Contractor, and shall indemnify and keep indemnified the said City against the same, until the completion of all work required.

6.11 Employment Insurance and Worker's Compensation

The Contractor shall be responsible for Employment Insurance and Workplace Safety and Insurance Board contributions and other incidental expenses, and no extras will be allowed for such items.

6.12 The Occupational Health and Safety Act

The Contractor shall comply with all conditions and regulations of the Occupational Health and Safety Act 1978 and amendments thereto, any other federal or provincial statute or local bylaw concerning safety or any other phase of his work on this contract.

6.13 Permits, Fees and Certificates

The Contractor shall apply for, obtain and pay for all permits and inspection fees required for the work hereinafter specified. The Contractor shall provide to the City copies of all permits or certificates as may be required to comply with regulations governing this type of work.

6.14 Compliance with Codes, Regulations And By-Laws

The Contractor agrees to obey all government, municipal and underwriters codes and regulations, etcetera and perform all work in accordance with the requirements of bylaws in force in the area where the work is to be carried out.

6.15 Indemnification

The Contractor shall indemnify and save harmless the City, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees, by reason of the errors or omissions of the Contractor, in regard to this Request For Proposals or any contract which results, including any charges arising as a result of any health and safety violation on the part of the Contractor.

The Contractor hereby grants to the City full power and authority to settle any action, suit, claim or demand on such terms as the City may deem advisable, and hereby covenants and agrees to pay the City on demand all monies paid by the City pursuant to any such settlement, together with the reasonable costs of the City or its solicitor in defending or settling any such action, suit, claim or demand.

6.16 Confidentiality

The Proponent recognizes that it will, by the nature of the goods and services being provided to the City, have access to confidential information. It is understood and agreed that the Contractor, its employees, agents, representatives and officers, (the "Proponent") shall hold all information, whether confidential or not, in the strictest confidence. The Contractor shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the City. Nor will the Contractor use any information however obtained as a result of performing duties for the City for its own commercial, financial, or personal advantage.

The Contractor also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

6.17 Claims Against the City

The City reserves the right not to accept a Proposal from any person or corporation which includes all non arms length corporations who, or which, has a claim or legal proceeding against the City or against whom the City has a claim or legal proceeding with respect to any previous contracts, bid submissions, or business transactions who is listed as either the Proponent or sub-contractor within the submitted Proposal.

6.18 Insurance

The Contractor shall maintain such public liability, property damage, product liability, fire and theft insurance in amounts and from an insurer acceptable to the City, with minimum inclusive limits of **\$2,000,000**. This coverage must remain in place throughout the term and any extension of the Agreement. The City must be named insured on all policies. Certification of such insurance shall be filed with and approved by the City. The Contractor shall be responsible for all claims for damage and personal injury caused by his agents, servants, and employees, or omissions causing such injury or damage (including all claims for causing the death of any person).

The Liability Insurance shall:

- a) have a limit of liability of not less than \$5,000,000 inclusive for any one occurrence;
- b) include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Contractor;
- c) be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City;
- d) name the City including its officers, employees and volunteers while performing their duties on behalf of the City as one of the insured parties; and
- e) contain a cross-liability clause.

The Contractor shall pay for all premiums and expenses incurred for the insurance.

6.19 Ownership

All information, data, policies, plans, and documents prepared and collected by the successful Proponent shall become the property of the City. The successful Proponent shall deliver all information, data, policies, plans, and documents, including electronic versions to the City immediately upon completion or abandonment of the Project.

6.20 Cancellation

The City of Peterborough reserves the right to cancel the contract if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match with the quoted prices. The City may also cancel the contract without cause by means of a 30-day advance written notice.

6.21 Work Schedule And Quality Of Work

The Proponent is cautioned that time is of the essence on this contract. Work must be completed no later than **October 1, 2009**.

The Contractor shall execute the whole of his work with every possible dispatch and in a substantial and workmanlike manner.

6.22 Site Map

See **Attachment 1** for Site Map. The Proponent is responsible for making themselves aware of the location of Morrow Park in advance of the proposal submission.

6.23 Assignment

The Consultant shall not assign or sublet the contract or any portion thereof without the prior written consent of the City. Such consent shall not release or relieve the Consultant from any of its obligations or liabilities under this Contract.

6.24 Errors and Omissions

It is understood and acknowledged that while the Request For Proposals includes specific requirements, a complete review and recommendation is required. Minor items not herein specified but obviously required, shall be provided as if specified. Any misinterpretation of requirements within this Proposal bid shall not relieve the Consultant of the responsibility of providing the services as aforesaid.

7.0 PROPOSAL DETAILS

7.1 Background

R.A. Morrow Park is a significant municipally owned park that was acquired from the Morrow Trust. The park is located within the area of Park, Lansdowne, and Lock Streets and a residential area along McGill Street (**see Attachment 1**). The park currently possesses eight (8) buildings that include:

- The Morrow Building, a multipurpose facility that houses the Peterborough Exhibition, Peterborough Farmer's Market, Flea Market, Trade Shows, and a few other miscellaneous events;
- Two horse barns which are used during the Peterborough Exhibition and as storage for the remainder of the year;
- The Bicentennial Building, which is presently leased to the Kawartha Gymnastics Club;
- The Peterborough Agricultural Society Office building;
- The Morrow Lounge, which is presently leased to the Discovery Montessori Schools Inc.; and
- The Grandstand, which is a structure with a capacity to hold approximately 2,200 people that is used by the Exhibition for their annual event as well as for two or three other outdoor events annually.
- The Peterborough Memorial Centre, a sport and entertainment centre, which is home to the OHL Peterborough Petes, the Peterborough Figure Skating Club, Peterborough Lakers Lacrosse, minor sport leagues, major concerts and events.

Also on the grounds of the park are four (4) developed slo-pitch diamonds, a straight portion of a track area used for events, and parking (both paved and gravel lots).

The park property, including greenspace, parking and buildings, is approximately 24 acres and provides a combination of passive and active recreation along a major thoroughfare (Lansdowne Street) of the city. Surrounding land uses include residential, commercial/business, and churches.

7.2 Considerations

The City of Peterborough acquired R.A. Morrow Park as part of the Morrow Trust. A Private Members Bill is in place for the property that provides rights of use to the Peterborough Agricultural Society (**see Attachment 2**). The Society organizes a few special events and the annual Peterborough Exhibition, a four-day event that combines midway rides/fair with an agricultural element.

Additionally, other agreements are in place for facilities at Morrow Park and include:

- Peterborough Farmer's Market for use of the parking lot and the Morrow Building (**see Attachment 3**);
- Kawartha Gymnastics Club for use of the Bicentennial Building (**see Attachment 4**);
- Discovery Montessori Schools Inc. for use of the Morrow Lounge (**see Attachment 5**).

The Master Plan process should review the rights of these users in the master planning process and make recommendations to revise or refresh agreements with a 20-year mandate for the future of the park.

In addition to the above agreements, special consideration should be given to the grandstand structure. The grandstand is an older structure that has been a fixture in Morrow Park beginning in the year 1885 with many expansions and refurbishments taking place in subsequent years. A structural analysis of the grandstand was completed in the spring of 2008 and, as a result, a rehabilitation project has just been finalized to ensure the structure will be sound for three years. Recommendations have also been made by the engineering consultant to extend the life of the grandstand for fifteen years. The results of the Morrow Park Master Plan will play an important role in determining the future of the grandstand and will assist during our consideration of further grandstand rehabilitation projects or alternative options. The Master Plan process should explore these alternative options for the grandstand structure and should include comparing the benefits of a temporary structure versus rehabilitating the existing structure or building a new permanent structure, the desired location for a grandstand and the desired size of a grandstand or the elimination of a grandstand facility, all with a 20-year mandate for the future.

7.3 Scope Of Service

The Contractor will work with an Administrative Steering Committee to review and develop a Park Master Plan as it relates to R.A. Morrow Park, including all improvements of the park site, with a forward thinking plan to support the next 20 years of development and use. The Steering Committee is lead by Sue Warrington, Memorial Centre Manager, and includes the Director of Community Services, Arena Division Manager, and Manager of Facilities and Special Projects. The Contractor should, within the scope of work, budget for regular meetings with the Administrative Steering Committee.

Additionally, a Partners Committee will be formed from representation of the Park stakeholders that include, but is not limited to the Peterborough Agricultural Society, Peterborough Farmer's Market, Kawartha Gymnastics Club, Discovery Montessori Schools Inc., Peterborough Petes, Arenas, Parks and Recreation Advisory Committee, sport users, etc. The Partners Committee will require updates on three occasions during the process.

7.4 Deliverables

While additional subjects may emerge during the design process, at a minimum the Morrow Park Master Plan should include the following deliverables:

- **Functional Analysis** – seeking input from stakeholders and the general public to answer the following questions:
 1. Are the facilities adequate for existing activity levels?
 2. What changes are required to meet current and future needs?
 3. What opportunities exist for future consideration?

The plan may make recommendations regarding additional investment to park infrastructure to support public use, changes to the usage and functions of the park, or other recommendations as recommended by the public and park stakeholders.
- **Concept Drawings** - Site plan, sections, and illustrative perspectives describing the overall park design at completion.
- **Park Program** - List of park development features with square footages.
- **Infrastructure Element** - Diagram and narrative of anticipated facility and utility infrastructure improvements (drainage, water, sewer, electricity, etc.)
- **Access Element** - Diagram and narrative of anticipated access improvements (arrival, circulation, traffic, parking, walking paths, persons with a disability, etc.)
- **Implementation Element** - Narrative and spreadsheet(s) describing construction budgets and phasing opportunities.

As part of the master planning process, some facilities may be relocated, amalgamated and/or eliminated.

7.5 Nature of the Consultation, the Process and Timelines

The Contractor will work closely with the Administrative Steering Committee and undertake a collaborative process of consultation with a diverse group of community organizations including the Board of Directors for stakeholder agencies, City staff, recreational users such as the baseball, slo-pitch and cricket community, adjacent residents and the general public. It is anticipated that four public consultation sessions seeking stakeholder and resident input into the design will be required.

The process and specific tasks that are essential for the Master Plan include the following:

Task 1: Information Gathering

- Investigate community context, views, history, usage patterns, etc. through reports, site visits and stakeholder interviews, including 3-4 members of City Council.
- Review historical documents, reports, and agreements.
- Prepare clear context and site diagrams for understanding key issues and opportunities.

Task 2: Stakeholders' Workshop

- Present inventory and analysis, issues and opportunities and explain how these findings could influence the design.
- Lead exercises to articulate shared design principles, inspiring themes and priority park features.

Task 3: Master Plan Development Options

- Explore diverse site strategies and designs with the Steering Committee.
- Select, refine and cost check options for the Park.

Task 4: Master Plan Options Workshop

- Present and compare options and their implications for the Park.
- Lead public exercises to select preferred aspects of options and arrive at consensus on preferred direction for Master Plan.

Task 5: Draft Master Plan Options Synthesis

- Assemble best aspects of options in a Draft Concept Plan.
- Refine Draft Concept Plan with the Steering Committee
- Develop supporting elements, especially construction budget and phasing plan.

Task 6: Draft Master Plan Workshop

- Present Draft Concept Plan and supporting elements to Partners Committee.
- Present Draft Concept Plan and supporting elements to general public
- Lead public exercises to critique and refine the Plan.

Task 7: Final Master Plan Refinement

- Refine Final Concept Plan based on input from community workshops, stakeholder sessions and Administrative Steering Committee meetings.
- Refine supporting elements and additional illustrative materials (sections and perspectives).
- Prepare a Master Plan Report suitable for City Council approval.

Task 8: Final Master Plan Presentation

- Unveil the Final Concept Plan and Master Plan Report.

7.6 Critical Elements that Should be Considered

The Master Plan should attempt to identify compatible uses that complement the proposed design and use of the Park. It should provide strategic direction to the City to review and refresh agreements in place at Morrow Park with a 20-year, forward-looking perspective. The Plan should also review the future of all facilities and structures, including the Memorial Centre, and make recommendations that will ensure that facilities support both the passive and active recreation needs of the community.

7.7 City Contributions and Role of Consultant in Public Consultation

The Administrative Steering Committee will provide support to the Contractor by identifying key stakeholders, undertaking mailings and arranging facilities and presentation equipment for public meetings.

The Contractor will be responsible for arranging suitable human resources for recording, interpreting, and synthesizing all community and stakeholder input.

8.0 PROPOSAL REQUIREMENTS

8.1 Operational Requirements

The City of Peterborough is seeking Proposals from Proponents who are both interested and capable of undertaking the project. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the project. The detail and clarity of the written submission will be indicative of the Proponent's expertise and competence. Please limit proposal submissions to no more than 50 pages (25 double-sided sheets of paper) including cover letter, covers and content.

Five copies of the package and one copy of the full RFP document and any Addenda must be submitted.

In order to satisfy the requirements of this Request for Proposals, the Proponent shall provide the following:

8.1.1 Cover letter.

8.1.2 Understanding of the project opportunities and challenges.

8.1.3 Project approach (both your conceptual design approach as well any suggested refinements to the deliverables and tasks).

8.1.4 Outline of the consultants approach to public consultation in order to obtain constructive input into the plan (i.e. the process for interviews and public consultations and the summary reporting documentation produced). Also include the Proponent's plan for working with City staff and relevant Committees/Boards.

8.1.5 Identification of the support, other than that identified in Section 7.7: City Contributions and Role of Consultant in Public Consultation, that is required by the Proponent to be successful.

8.1.6 Resumes of the personnel who will be assigned to this project, including relevant experience.

8.1.7 Outline the ability of the Proponent team to complete the work as outlined based on current and projected workload.

8.1.8 A narrative, providing history and experience of the Company and any sub-contractors and provide satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary resources and capital to enable them to prosecute and complete the work in a satisfactory manner.

8.2 Acknowledgements

The Proponent must complete and submit **Appendix A – Acknowledgements**.

8.3 Pricing

The Proponent must complete and submit **Appendix B – Methodology and Pricing Page**

8.4 Sub-Contractors

The Proponent shall complete **Appendix C – Sub-Contractors**, providing a list of sub-contractors to be used while completing the required work. Once submitted, no name on this list shall be changed without the written authorization from the City and the list shall be deemed to be the Consultant's sub-contractors for this project. All sub-contractors shall be bound by the conditions of the Proposal. The Consultant shall be held fully responsible to the City for the acts and omissions of his sub-contractors and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

8.5 References

The Proponent shall complete **Appendix D – References**, providing a list of three (3) client references for relevant public projects led by the proposed Project Manager, including the name, address and telephone number of a contact person for each.

8.6 Agreement

The Contractor shall enter into and sign a formal Agreement with the City of Peterborough. A sample of the Agreement is attached – **see Appendix E**.

The City will issue a Purchase Order to the successful Proponent in conjunction with the Agreement.

9.0 EVALUATION AND AWARD

9.1 Evaluation

This is a Request for Proposals, which shall be awarded based on evaluation of the Proposal, using the rating scheme listed in this section. Some scores assigned to the various categories may be determined through reference checks and/or interviews with short-listed Proponents.

The City may investigate, as it deems necessary to determine the ability of the Proponent to perform the work. The Proponent shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proponent fails to satisfy the City that the Proponent is qualified to carry out the obligations of the contract.

9.2 Selection Review Committee

A Selection Review Committee will consist of members of the Steering Committee, as outlined in **Section 7.3**, and others involved in the project, which may include representatives from Utility Services and Planning & Development Services.

9.3 Clarification

The City reserves the right to contact any Proponent to seek clarification of the contents of a submission.

9.4 Rating Scheme

ITEM	SCORE
Submission Document Compliance with the submission requirements	15%
Experience - The proponent's relevant experience with this type of work - Sub-contractor provision	30%
Consultant's Approach - Detailed approach/methodology - Expertise and abilities of the team assembled to undertake the work - Current project workload restrictions	25%
References Past success (will include information provided by references)	20%
Pricing - Extent to which the proposal is below the maximum allowable of \$60,000. - Note: Proponent with lowest cost proposal will be given full % rating for this criteria. Next lowest and all others submitted will be given rating based on % difference to total project cost.	10%
TOTALS	100%

9.4 Recommendation/Award

Recommendation for Award of this Request For Proposals will be based on the Proponent's overall score.

By responding to this Request for Proposals, the Proponent agrees to accept the recommendation of the Evaluation Committee as final and binding.

Award of the Request for Proposals may require the approval of the Administrative Staff Committee of the City.

10.0 PROPOSAL CHECKLIST

The Proponent is responsible for ensuring that the Proposal is complete, by providing the following:

10.1 One (1) original to include:

- Complete Request For Proposals document with original signatures
- Any addenda issued
- All documentation to address **Section 8.0 – “PROPOSAL REQUIREMENTS”**, including completed **Appendices A, B, C and D**.

10.2 Five (5) copies of:

- All documentation to address **Section 8.0**, including completed **Appendices A, B, C and D** (may be photocopies).

Attachment 1: SITE MAP OF R.A. MORROW PARK



Attachment 2 – Private Members Bill

Bill Pr42

4TH SESSION, 32ND LEGISLATURE, ONTARIO

33 ELIZABETH II, 1984

Bill Pr42

*(Chapter Pr5
Statutes of Ontario, 1984)*

An Act respecting the City of Peterborough

Mr. Pollock

<i>1st Reading</i>	March 26th, 1984
<i>2nd Reading</i>	May 1st, 1984
<i>3rd Reading</i>	May 1st, 1984
<i>Royal Assent</i>	May 1st, 1984

Printed under authority of the Legislative Assembly
by the Queen's Printer for Ontario

Bill Pr42**1984****An Act respecting the City of Peterborough**

Whereas The Corporation of the City of Peterborough hereby represents that it desires to acquire title to the property situate in the City of Peterborough known as R. A. Morrow Memorial Park; that the said property, by deed dated the 3rd day of January, 1938 and registered in the land registry office for the Registry Division of the County of Peterborough on the 15th day of January, 1938 as instrument number 10420, was conveyed to certain trustees and their successors upon the trusts and terms expressed in the deed; that part of the property described in the trust deed was conveyed to the Corporation, as authorized by *The City of Peterborough Act, 1954* (No. 2); that under the trust deed, the Peterborough Industrial Society and its successors were to enjoy the use of the lands for the purpose of an industrial and agricultural exhibition grounds and, if the Society or its successors ceased to use the property for such purposes, the Corporation was to receive the enjoyment of the use of the property for the purpose of a public park; that the Society, now known as The Peterborough Agricultural Society, used, and continues to use, the property as an exhibition grounds; that the Society, the Corporation and the trustees of the R. A. Morrow Memorial Park Trust believe that it would be in the best interest of the Society and the Corporation that the property be conveyed to the Corporation to be used for park and recreational purposes and to be used by the Society as an exhibition grounds for an annual exhibition and for other purposes; that the Society, the Corporation and the trustees, by an agreement dated the 15th day of August, 1983 expressed their desire and consent with respect to the said conveyance, subject to the terms and conditions set out in the agreement; that the original trust provided that if the property was not used by the Society or the Corporation as heretofore set out, the property was to revert to the grantor, Harold Archibald Morrow, his heirs, executors and assigns; that it is the intention of the Society and the Corporation that the lands be used in perpetuity in accordance with the agreement; that the property is the only asset of the trust; that it is desirable that the trust be dissolved and the trustees relieved of their obligations subsequent to the conveyance of the property to the Corporation;

Preamble

1954, c. 123

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that the Corporation has been authorized by the Society and the trustees to bring an application for private legislation to authorize the entering of the agreement and to effect the conveyance of the property to the Corporation and to provide for the dissolution of the trust; and whereas the Corporation hereby applies for special legislation for such purposes; and whereas it is expedient to grant the application;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Interpretation

1. In this Act,

- (a) "agreement" means the agreement between the trustees of the Park, the Society and the Corporation dated the 15th day of August, 1983, as set out in Schedule A hereto;
- (b) "Corporation" means The Corporation of the City of Peterborough;
- (c) "Park" means R. A. Morrow Memorial Park in the City of Peterborough as described in Schedule A to the agreement;
- (d) "Society" means The Peterborough Agricultural Society;
- (e) "trust deed" means the instrument registered as instrument number 10420 in the land registry office for the Registry Division of the County of Peterborough, as set out in Schedule B hereto;
- (f) "trustees" means the trustees of the Park.

Parties
authorized
to enter and
perform
agreement

2. Notwithstanding any general or special Act nor any terms or conditions set out in the trust deed, the trustees, the Society and the Corporation shall be deemed to have and since the 15th day of August, 1983 to have had the power to enter into and perform the agreement.

Conveyance
of Park

3. The Park is hereby vested in the Corporation in fee simple free from all rights, trusts, interests and limitations and restrictive covenants but subject to,

- (a) the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown;

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- (b) the mutual covenants and agreements and the terms and conditions set out in the agreement.

4.—(1) The Society and the Corporation may from time to time amend the agreement. Amendments to agreement

(2) An amendment to the agreement shall not release the Corporation from its obligation under the agreement to use the Park for park and recreation purposes. Exception

5.—(1) The agreement, as amended from time to time, shall be deemed to run with the land and shall bind the Society, the Corporation and their successors in title. Binding effect of agreement

(2) The Corporation shall cause a copy of this Act and the agreement to be registered in the proper land registry office within sixty days of the day this Act comes into force. Registration of agreement

(3) The Corporation shall cause a copy of every amendment to the agreement to be registered in the proper land registry office within sixty days of its execution by the Society and the Corporation. Registration of amendments

6.—(1) The trustees may apply to the local judge of the Supreme Court for a declaration that the trust is dissolved. Dissolution of trust

(2) In an application under subsection (1) the local judge shall consider any question arising in the course of the proceedings, including the settlement and passing of accounts of the trust, and may settle and decide any question or claim incidental to the winding-up and dissolution of the trust, except the conveyance of the Park to the Corporation and any terms of the attached agreement. Idem

(3) In the case of a contest, the local judge may decide any question or claim on the evidence, or may direct any mode of investigation that he or she considers expedient and may defer the granting of the declaration of dissolution of the trust until all questions and claims are decided. Idem

(4) The local judge shall declare the R. A. Morrow Memorial Park Trust dissolved when he is satisfied that all matters incidental to the dissolution of the trust have been decided. Idem

7. Notwithstanding any other provision of this Act, if the Corporation ceases to use the Park for park and recreation purposes, the Corporation shall be deemed at that time to have acquired the land as trustee subject to the trusts set out in the trust deed, as if the Corporation had originally been Revival of trust

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named in the trust deed as the trustee in the place and stead of the grantees named therein.

Commence-
ment

8. This Act comes into force on the day it receives Royal Assent.

Short title

9. The short title of this Act is the *City of Peterborough Act, 1984*.

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Schedule A

THIS AGREEMENT MADE THIS 15TH DAY OF AUGUST, 1983.

BETWEEN:

HERBERT IAN BRADBURN, and
WILLIAM ROSS THOMPSON, and
WILLIAM MAXWELL COMSTOCK, and
HUGH FRANKLIN WADDELL, all
being the TRUSTEES of the
R.A. MORROW MEMORIAL PARK
(hereinafter referred to as "The Trustees")

—and—

THE PETERBOROUGH AGRICULTURAL SOCIETY

(hereinafter referred to as "The Agricultural Society")

—and—

THE CORPORATION OF THE CITY OF PETERBOROUGH,

(hereinafter referred to as "The City")

WHEREAS by Deed dated the Third day of January, 1938, and registered in the Registry Office for the Registry Division of the County of Peterborough on the Fifteenth day of January, 1938, as Instrument Number 10420 for the Township of North Monaghan, the lands now situate in the City of Peterborough and composed of Park Lots Numbers 18, 19 and 20 in Township Lot Number 14 in the 11th Concession of the Township of North Monaghan were conveyed to certain Trustees and their successors, upon the Trusts and terms expressed in the said Deed;

AND WHEREAS the Trustees named herein are the successors in office and have been entrusted by powers of appointment to carry out the terms of the said Trust;

AND FURTHER WHEREAS part of the said property was conveyed to The Corporation of the City of Peterborough by the said Trustees and with the consent of The Peterborough Industrial Society upon the terms and conditions expressed in a Deed made the Ninth day of November, 1956, and registered on the Ninth day of May, 1958 in the Land Registry Division of Peterborough as Instrument Number 89185, in accordance with the provisions of *The City of Peterborough Act 1954 (Number 2)*;

AND WHEREAS the Peterborough Agricultural Society is the successor of the Peterborough Industrial Society in accordance with *The Agricultural Societies Act* of the Province of Ontario, as amended from time to time;

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AND FURTHER WHEREAS the Peterborough Agricultural Society and its predecessor, the Peterborough Industrial Society received the benefit of the use of the said property upon the terms and conditions expressed in the said Deed being Instrument Number 10420;

AND WHEREAS the Agricultural Society and the City have requested the Trustees to enter into this Agreement in order that the property may be used in the manner herein provided for and for the greater benefit of the citizens of the City and County of Peterborough.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties agree as follows:

DEFINITIONS

1. In this Agreement:

- (a) "The City" means the Corporation of the City of Peterborough;
- (b) "The Trustees" refers to the Trustees, from time to time, duly appointed to carry out the provisions expressed in the Trust Deed being Instrument Number 10420 as registered in the Land Registry Division of the County of Peterborough;
- (c) "The Agricultural Society" means the Peterborough Agricultural Society as organized and constituted pursuant to *The Agricultural Societies Act*, R.S.O. 1980, Chapter 14, and predecessors or successors of the said Act.
- (d) "The land" shall mean that land described in Schedule "A" to this Agreement.
- (e) "the property" shall mean and include the land described in Schedule "A" as annexed hereto and all buildings, fixtures, and chattels affixed to the land,
- (f) "City Engineer" means the Engineer for the time being of the Corporation of the City of Peterborough,
- (g) "services" or "facilities" includes sewers, grading, drainage works, roads, curbs, sodding, landscaping, sidewalks, walkways, fencing and other works required to be provided pursuant to this Agreement,
- (h) where the context permits, words importing the singular number or the masculine or neuter gender also include more persons, parties or things of the said kind than one, and females as well as males,
- (i) "specifications" means any and all specifications, plans or drawings at any time furnished for the carrying out of this Agreement including any and all plans, and terms expressed therein, which are attached to this agreement.

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PART I

CONVEYANCE AND VESTING OF THE PROPERTY

2. The parties hereby agree that the property shall be conveyed to, and vested in, the City in accordance with the terms and conditions expressed herein. The property shall be under the exclusive control of the City subsequent to the conveyance of the property, subject to the continuing rights of the Agricultural Society outlined herein and subject to the condition that it be used for park and recreation purposes.

PERFECTING THE CONVEYANCE

3. The parties agree to take and do all requisite acts to perfect the said conveyance of the property and to execute all instruments or documents to implement the said conveyance. The parties hereby grant their consent to the City of Peterborough to make application to the Legislative Assembly of Ontario in order to pass legislation that shall:
 - (a) empower to the Trustees to convey the said property to the City, subject to any rights and reservations in the Crown, and
 - (b) absolve the Trustees and the Agricultural Society from any and all liability arising by virtue of the said conveyance and provide adequate protection thereto.

The application and all expenses and costs thereto shall be the responsibility of the City.

TRUSTEES CONSENT CONDITIONAL

4. The consent of the Trustees to perfect the conveyance of the property is conditional upon the passage of the said legislation specified in Paragraph 3 to this Agreement.

PART II

IMPROVEMENTS TO THE PROPERTY

5. The parties agree and acknowledge that the City may implement a program of rehabilitation and improvement in reference to the said property in accordance with the specifications and conditions hereinafter set out in this Agreement.

CITY TO SUPPLY LABOUR, SERVICES, AND MATERIAL

6. The City shall at its expense (except as otherwise specifically provided) provide all and every kind of labour, superintendence, management, materials and all other services for the due execution and completion of all and every of the works or undertakings referred to in this Agreement.

EXISTING FACILITIES

7. The Plan attached hereto and marked as Schedule "B" to this Agreement outlines the existing facilities on the land.
- 7A. The Society shall have the right, at their expense, to erect and maintain two signs for year round display for the purpose of

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advertising the Peterborough Exhibition at mutually acceptable locations.

SITE PLAN

8. The parties agree to the development of the property in accordance with the Site Plan attached hereto and marked as Schedule "C" to this Agreement. Minor alterations to the Plan may be made at the discretion of the City Engineer. Any alteration which would result in an area change of a building or facility shall require the consent of the Agricultural Society.

IMPLEMENTATION OF THE SITE PLAN

9. The City shall develop the property in accordance with the Site Plan and provide all site features, facilities, and services as shown pursuant to the plan.

CONDITIONS OF DEVELOPMENT

10. The following terms and conditions shall govern the development of the said lands:

- (a) the entrance gate to R.A. Morrow Memorial Park shall be retained and maintained by the City;
- (b) the fountain situate on the property shall be retained, and, if moved, then relocated to another part of the property. The Agricultural Society is to approve of any relocation of the fountain.
- (c) if the City erects a building with a minimum floor area as specified in Paragraphs 10 (e), (g) & (h), which would include ties for 240 animals, a judging pavilion, washrooms and wash racks, the City would be at liberty to demolish or remove the following buildings as identified on Schedule "B":

LIST OF BUILDINGS TO BE DEMOLISHED OR REMOVED

Building #4	120' x 32'	=	3840 sq. ft.
" #5	120' x 32'	=	3840 sq. ft.
" #6	100' x 60'	=	6000 sq. ft.
" #7	135' x 32'	=	4320 sq. ft.
" #8	94' x 39'	=	3666 sq. ft.
" #9	155' x 39'	=	6045 sq. ft.
" #10	120' x 39'	=	4680 sq. ft.
" #11	125' x 25'	=	3125 sq. ft.
" #12	200' x 25'	=	5000 sq. ft.

Total Area = 40,516 sq. ft.
Approximately

- (d) The buildings shown as #2 and #3 on the said Plan may also be removed on the condition that building #6 (the existing judging pavilion, being approximately 100' x 60') is relocated to the southside of the Drill Hall and retained for use by the Agricultural Society. This work shall not be undertaken prior to August 1, 1983 unless Building #6 can be relocated and appropriately placed in its new location with a new concrete floor completed prior to the commencement of the 1983 Exhibition. This undertaking may commence after November 1, 1983 at the discretion of the City.

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DESIGN OF NEW BUILDING

- (e) The design and appropriate specifications of a new building shall be subject to the review and approval of a duly appointed Committee specified by The Agricultural Society and appropriate representatives named by the City of Peterborough. The said Committee and City representatives shall approve of the design and specifications for the said building no later than July 29th, 1983.

The new building shall include ties for two hundred and forty (240) animals and appropriately accommodate such animals. It shall be capable of having a judging pavillion and shall have appropriate washrooms and wash racks to serve users of the facility. The building shall have a minimum floor area of twenty-one thousand, six hundred (21,600) square feet exclusive of washrooms.

A livestock unloading platform will be located as specified by Society representatives on the Building Committee. The firm of Lawrence W. Argue and Associates, Consulting Engineers, shall provide appropriate consulting service in regard to the design of the new building. The cost to retain the said Consulting Engineers shall be borne equally by the City and the Society.

CONSTRUCTION OF THE NEW BUILDING

- (f) The conduct of the work and construction of the new building shall be managed by the City, subject to the appropriate direction of the Consulting Engineers. The City shall provide all labour and materials for the construction of the new building, with the exception of the portable stalls which shall be provided at the expense of the Agricultural Society. The City shall provide the labour for the construction and installation of the portable stalls. The materials to be utilized for the construction of the stalls shall be selected at the option of the Agricultural Society.

NEW BUILDING—INCREASE IN SIZE

- (g) It is agreed that at the option of the Society if the Agricultural Society should require additional floor space for the new building, as contracted for by the City, the said Society shall provide notice of its request for more space to the City Engineer and Consulting Engineers no later than fourteen (14) days after the City has accepted the tender for the construction of the new building. The plans for the construction of the new building shall be altered accordingly, and all costs and expenses in excess of \$364,000.00 in relation to the provision of the additional space shall be borne by the Agricultural Society.

Notwithstanding any other provision in this Agreement, the prospective liability of the City in relation to the construction of a new building is recognized by all parties to be limited to \$364,000.00.

- (h) The City shall tender for the construction of the new building and the tender shall allow for the following:
- (a) the projected cost for the construction of the 21,600 square foot building.

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- (b) the projected cost, for the construction of a building of 23,763 square feet (90 feet x 264 feet).

The City agrees and warrants that it shall construct the 23,763 square foot building if the projected cost for such construction does not exceed \$364,000.

SCHEDULE FOR DEMOLITION OF EXISTING BUILDINGS

- (i) No buildings presently on the site shall be demolished or moved by the City until the plans and specifications of any new building to be constructed by the City have been approved by the Consulting Engineers, the Committee appointed by the Agricultural Society and the representatives of the City.

EXECUTION OF WORK DIRECTED BY THE CITY ENGINEER

11. (a) The work shall be commenced, carried on and undertaken to completion by the City, in all its several parts, in such a manner and at such points and places as the City Engineer shall from time to time direct, and to his satisfaction and pursuant to his control and supervision, but always according to the provisions of this contract, and if no direction is given by the City Engineer, then in a careful, prompt, and workman-like manner.

CONSULTING ENGINEER SOLE JUDGE OF WORK AND MATERIAL

11. (b) The Consulting Engineer retained by the Agricultural Society and the City shall be the sole judge of the work and material in respect to quality and quantity, and the said decision of the Engineer on all questions in dispute with regard thereto, as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no work under this Agreement shall be deemed to have been performed, nor materials or things provided, unless and until the Consulting Engineer is satisfied therewith, as evidenced by this Certificate in writing.

(c) SITE SECURITY

The City shall provide adequate security to the property during construction.

(d) DAMAGE TO PERSONS OR PROPERTY

The City, its agents and all workmen and persons employed by it, or under its control, shall use due care that no person or property is injured and that no rights are infringed in the undertaking of the work, and the City shall be solely responsible for all damages, by whomsoever claimable, in respect of the death of any persons and in respect of any injury to person or to lands, buildings, structures, fences, trees, crops, roads, shops, or property of whatever description, and in respect of any infringement of any right, privilege or easement whatsoever, occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance by the City or by any of its agents, workmen or persons employed by it or under its control, and shall at its own expense make such temporary provisions as may be necessary

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to ensure the avoidance of any such death, damage, injury or infringement, and to prevent the interruption of, or any danger to the traffic on any public or private road, and to secure to all persons and corporations the un-interrupted enjoyment of all their rights in and during the performance of the said work; and the City shall indemnify and save harmless the Agricultural Society and the Trustees from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to any such death, damage, injury or infringement.

(e) MECHANIC'S LIENS

The City shall not suffer nor permit any lien under the *Mechanics' Lien Act*, *The Construction Lien Act*, nor any like statute to be filed or registered against the lands, the buildings or any fixtures or improvements on the lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the property. If any such lien shall at any time be filed or registered the City shall procure registration of its discharge within twenty (20) days after the lien has come to the notice or knowledge of the City, PROVIDED, however, that should the City desire to contest in good faith the amount or validity of any lien and shall have so notified the Trustees and Agricultural Society, and if the City shall have deposited with the Trustees or paid into Court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the City may defer payment of such lien claim for a period of time sufficient to enable the City to contest the claim with due diligence, provided always that neither the lands nor the buildings nor any part thereof shall thereby become liable for forfeiture or sale. Nothing herein contained shall authorize the City to subject the property to any lien.

(f) RISK

The City shall notify the Agricultural Society of any demolition or alteration to the buildings and the Agricultural Society shall notify its insurers accordingly and provide instructions in reference to the material change in circumstances.

The City shall provide adequate public liability coverage for all claims that may be made arising out of the works and undertakings on the property.

The City shall, at its sole expense, provide adequate coverage in reference to the land and buildings subsequent to the conveyance of the property to the City.

OTHER BUILDINGS ON SITE

12. Building #13 shall be extended by the City at its expense and such extension shall not be less than 60 feet in length (and not less than the existing width) together with wooden stalls similar to those presently in place. (Such stalls may be taken from demolished buildings). The Building shall be extended to the East in accordance with the attached Site Plan. The City is at liberty to specify the materials to be utilized in such expansion.

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GUARANTEE

13. The City warrants that if any of the buildings are demolished or removed by the City or its agents pursuant to this agreement, then the new building shall be constructed as a replacement even if the property is not conveyed to the City. All improvements will enure to the benefit of the Trustees and the Agricultural Society pursuant to the Trust, free and clear of all claims by the City or any other person.

PART III

USE OF THE PROPERTY

NAME

14. The name "R.A. Morrow Memorial Park" shall be retained for the property, which property as described in Schedule "A" shall be retained by the City for all time en bloc and shall be used by the City for parks and recreational purposes for the benefits of the inhabitants of the City and County of Peterborough, subject only to the continuing rights of The Peterborough Agricultural Society outlined herein.

AGRICULTURAL SOCIETY OFFICE BUILDING

15. (a) The existing Agricultural Society office building shall be retained for the exclusive use of the Agricultural Society. The Society shall provide adequate insurance coverage in regard to the use of this building and its contents at its expense. The Agricultural Society shall not do nor permit to be done any act or thing which may make void or voidable any insurance upon the building or which may cause any increase or additional premium to be payable for any insurance on the building paid by the City.

The Agricultural Society shall keep the premises in a clean and wholesome condition in conjunction with maintenance services provided by the City.

- (b) If it is ever proposed by the City the said building be demolished or removed from the land, then the City shall provide to the Agricultural Society satisfactory office space of identical square footage area to be made available within R.A. Morrow Memorial Park. Any change in the status of the existing building is subject to approval of the Agricultural Society.

MEMORIAL CENTRE

16. The Agricultural Society and the "Board of Trustees of the Peterborough Memorial Centre" shall agree to the use of the Memorial Centre in accordance with the provisions of the prevailing Agreement, By-laws, and Provincial legislation.

EXHIBITION

17. The City shall grant to the Agricultural Society the free use of the grounds and buildings for the purpose of operating an Exhibition upon the following terms:

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- (a) the Agricultural Society shall have complete use of the grounds and buildings for the Exhibition week (7 full days) and shall be entitled to the receipt of all revenues from the said Exhibition and shall pay all expenses for the operation of the same.
- (b) The Agricultural Society shall be at liberty to enter into possession of the buildings fourteen (14) days prior to the commencement of the Exhibition in order to prepare for the said Exhibition.
- (c) The Agricultural Society shall vacate the property and buildings and clear the property of all garbage and debris following the Exhibition and shall be allowed sufficient time to implement the appropriate clearing and cleaning of the site. The expense for such clean-up shall be borne by the Agricultural Society.
- (d) The Agricultural Society shall indemnify the City for all claims, demands, and liens arising out of the operation of the Exhibition that may be made against the City, or in any manner infringe on the City's quiet enjoyment of the property.
- (e) The Agricultural Society shall obtain appropriate Insurance coverage to protect against all risks arising from the conduct and operation of the said Exhibition and shall provide the City Clerk with a copy of the said Insurance policy.
- (f) The Agricultural Society shall notify the City Clerk of the date for the commencement of the Exhibition no later than December 31 of the preceeding year in which the Exhibition is to be held.

USE DURING THE YEAR

- 18. (a) The City shall provide at the discretion of the Peterborough Agricultural Society free use of the multi purpose building, horse barns, grandstand, plus adequate parking, as outlined in Schedule "C" dated August 15th, for at least 30 days in each calendar year and the Society shall be entitled to receipt of all revenues derived therefrom. The said thirty (30) days does not include the use of the property for the two weeks prior, and one week during, the operation of the Exhibition.
- (b) The City agrees to the use of the property by the Agricultural Society at scheduled times. The Agricultural Society shall provide the City with reasonable notice of its intent to use the lands as specified in Paragraph 18 (a), which, for the purposes of this Agreement, is deemed to be thirty (30) days, save and except the use of the Grandstand by the Agricultural Society which must be scheduled with the City at least six months in advance of its use by the Society.

STORAGE

- 19. The City shall make available to the Agricultural Society at least 4,000 square feet of space for the storage of equipment and material on the property.

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FARMERS' MARKET

20. The operation, management, and control of the Farmers Market presently operating on the property shall be subject to all rights and obligations as specified in an Agreement made between the City and The Peterborough Farmers' Market Association Inc., a non-share corporation, incorporated pursuant to the laws of the Province of Ontario.

PARKING DURING THE EXHIBITION

21. The City shall provide suitable parking for the Exhibition parking requirements, which, for the purposes of this Agreement, shall obligate the City to provide both on-site (the attached Site Plan indicates the boundaries of permitted on-site parking) and off-site parking at the Brinton Carpet field as it presently exists. In the event that the Brinton Carpet field is sold, the City must provide equal alternative parking at a location that is acceptable to the Society. The revenue derived from parking during the Exhibition shall belong to the Society. The Agricultural Society shall be responsible for the control, security and clean-up of the Brinton Carpet field in reference to off-site Exhibition Parking.

CLOSING OF GEORGE STREET

22. Pursuant to the provisions of the *Municipal Act*, the City shall take appropriate steps to close George Street or that portion of the roadway within the boundaries of Morrow Park for the duration of the Exhibition plus three additional days during each calendar year. The Society shall provide the City with reasonable notice as to when the closing is to be undertaken and shall allow access on the roadway of at least twenty feet in width for fire protection purposes pursuant to The Ontario Fire Code and the applicable regulations.

ADMINISTRATION OF THE PARK

23. (a) Subsequent to the conveyance of the property to the City, the care and management of the property shall be the sole and exclusive responsibility of the City. All revenues derived from the use of the property, its services and facilities shall (except in regard to the operation of the Exhibition and use made by the Society as expressed in Paragraphs #17 & #18) enure to the benefit of the City. The City shall maintain the lands and buildings on the property.
- (b) Two members of the Agricultural Society shall be appointed to the Board of Trustees of the Peterborough Memorial Centre in accordance with the prevailing agreement, by-laws and Provincial legislation.

PERSONNEL

24. The Corporation of the City of Peterborough agrees to employ Wubb Cunningham. The conditions of employment shall be as follows:
- (i) he shall be employed by the City on an annual basis as a temporary employee and shall be so employed from the 1st day of April, until the 30th day of November, in each year, with the exception of the Exhibition period (see Item iv);

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- (ii) he shall be paid the rate for temporary employees and receive the benefits of such employees, as specified in accordance with the Collective Agreement between The Corporation of the City of Peterborough, The Board of Park Management of the City of Peterborough and The Canadian Union of Public Employees and its Local 504, (The Peterborough Civic Employees Union), as amended, and his employment may be terminated, altered, or amended in accordance with the Collective Agreement;
- (iii) he shall work an average of forty (40) hours per week throughout his employment period, but may be assigned overtime work as directed by his Supervisor and in accordance with the Collective Agreement;
- (iv) he shall be employed by the Agricultural Society for two weeks prior and the week of the Exhibition and the three (3) days cleaning period thereafter upon the terms and conditions as agreed by Mr. Cunningham and the Agricultural Society;
- (v) Mr. Cunningham may work for and on behalf of the Agricultural Society at any time, subject to the condition that such employment does not conflict with his hours of employment for the City.

ACKNOWLEDGEMENT—FINANCIAL ASSISTANCE

25. The Agricultural Society and the City shall co-operate in any attempts to obtain grants and other financial support in reference to the maintenance and improvement of the buildings and property.

NOTICE PROVISION

26. Notice shall be deemed to be effected upon the parties for the purposes of this Agreement if such notice is given in writing and served upon the persons or parties specified herein:

- (a) The Corporation of the City of Peterborough

—By personal service on the City Clerk, 500 George Street North, City of Peterborough or, at the designated City Hall for the Corporation of the City of Peterborough (if different than 500 George Street North);

- (b) The Agricultural Society

—By personal service on the presiding President of the Agricultural Society;

- (c) The Trustees of R.A. Morrow Memorial Park.

—By personal service on any one of the appointed Trustees.

ARBITRATION PROVISION

27. Any disagreement arising between the parties in relation to the interpretation or application of this Agreement, or any of its provisions, shall be referred to a single arbitrator if the City and Agricultural Society agree, in writing, upon one within ten (10) days after the date on which the disagreement arises; otherwise to the arbitration of three persons, one to be appointed by each

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of the parties hereto and the third to be chosen by the two so appointed. If either of the parties being the City and Agricultural Society fails to appoint an arbitrator within fifteen (15) days after the one party has appointed an arbitrator and has notified the other party, in writing, of its appointment and of the matter of disagreement to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by or for the parties hereto fail to agree upon the third arbitrator within five (5) days after the appointment of the second of the two arbitrators, either party hereto may apply on fifteen (15) days written notice given to the other party to the Senior Judge of the County Court of the County of Peterborough to appoint such third arbitrator. If any arbitrator appointed refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner hereinbefore provided. The decision of the three arbitrators or the majority of them or of the single arbitrator, as the case may be, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto as the arbitrators direct.

Notice of the hearing to determine the matter in dispute shall be provided, in writing, to both parties by the Arbitrator (or by the third appointed Arbitrator, where the Arbitration is to be disposed of by three Arbitrators).

28. SUCCESSORS & ASSIGNS & NEW APPOINTMENTS

This agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors, including any new representatives made pursuant to any power expressed by Indenture, Trust, or statute.

IN WITNESS WHEREOF the parties have executed this Agreement under their respective corporate seals, as the case may be, and under the hands of their proper signing officers duly authorized in that behalf.

DATED at Peterborough, this 14th day of September, 1983.

) THE CORPORATION OF THE
) CITY OF PETERBOROUGH
)
) MAYOR
)
) CLERK
)
)

[Signatures Omitted]

DATED at Peterborough, this 15th day of November, 1983.

In the Presence of:

) THE TRUSTEES OF R.A. MORROW
) MEMORIAL PARK
)

[Signatures Omitted]

DATED at Peterborough, this 21st day of September, 1983.

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In the Presence of:

) THE PETERBOROUGH
) AGRICULTURAL SOCIETY
)
)

[Signatures Omitted]

[Affidavits Omitted]

SCHEDULES

Schedule A — Description of the Property

Schedule B — Identification of Buildings on Site

[Omitted]

Schedule C — Site Plan for Development of The Property

[Omitted]

DESCRIPTION OF THE PROPERTY

SCHEDULE "A"

[To the agreement]

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being part of Park Lots Eighteen, Nineteen and Twenty, in Lot Fourteen (14), Concession 11, formerly in the Township of North Monaghan, now City of Peterborough, County of Peterborough, more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan deposited at the Registry Office for the Registry Division of Peterborough (No. 45) on the 6th day of April, 1983, as Number 45R-4709.

SCHEDULE B

THIS INDENTURE made in duplicate the third day of January A.D. 1938

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT
 BETWEEN:

HAROLD ARCHIBALD MORROW of the Township of North Monaghan in the County of Peterborough, Esquire

(hereinafter called the GRANTOR)

OF THE FIRST PART

—and—

ROLAND MAXWELL GLOVER of the City of Peterborough in the said County of Peterborough, Esquire, ROLAND DENNE of the same place, Merchant, WILLIAM J. THOMPSON of the same place, Insurance Agent, FRANK LINDSAY BRADBURN of the said Township of North Monaghan, Esquire, and the said HAROLD ARCHIBALD MORROW

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(hereinafter called the GRANTEES)

OF THE SECOND PART

—and—

DORA MARY MORROW the wife of the said Grantor

OF THE THIRD PART

WHEREAS the late Robert Archibald Morrow the then owner of the lands hereinafter described in his lifetime leased the same to the Peterborough Industrial Society an agricultural society under the *Agricultural Societies Act* of the Province of Ontario for the purpose of an exhibition grounds for the said society and for the general purposes of the said Society as an Agricultural Society under the said Act and it was the desire of the said Robert Archibald Morrow that so long as the said Peterborough Industrial Society continued in existence as such Agricultural Society and required the said lands for the purposes of such or similar annual exhibitions as have heretofore been held on the said lands that the said Peterborough Industrial Society should have the continued use of the said lands for the said purposes

AND WHEREAS the Grantor is a son of the said the late Robert Archibald Morrow and is the present owner of the said lands and desires to comply with the intention of his father and in order to carry the same out has decided to convey the said lands to the Grantees to be held by them and the survivors of them appointed as hereinafter provided upon the trusts hereinafter set forth.

NOW THIS INDENTURE THEREFORE WITNESSETH that in pursuance of the premises and the sum of ONE DOLLAR of lawful money of Canada now paid by the said Grantees to the said Grantor (the receipt whereof is hereby by him acknowledged) the said Grantor DOTH GRANT unto the Grantees in fee simple

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of North Monaghan in the County of Peterborough and Province of Ontario containing by admeasurement twenty eight acres be the same more or less and being composed of park lots numbers EIGHTEEN, NINETEEN and TWENTY in Township lot number Fourteen in the eleventh concession of the said Township of North Monaghan

TO HAVE AND TO HOLD unto the said Grantees and their successors as trustees upon the trusts and terms hereinafter set forth SUBJECT NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown

AND the said Grantor RELEASES to the said Grantees all his claims upon the said lands subject to the provisions and conditions herein contained. The said lands are to be known as the R.A. MORROW MEMORIAL PARK and shall be held and used by the said Grantees and their successors upon the following trusts namely:

1. To maintain the same en bloc
2. To permit the Peterborough Industrial Society so long as the said Peterborough Industrial Society is an Agricultural Society within the meaning of the said description in the *Agricultural Societies Act* of the Province of Ontario or such other Act as may be substituted therefor or uses and desires to use the said lands for substantially the purposes for which they

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have heretofore been used to the effect that the said lands may be so used in a manner calculated to be a benefit to the Agricultural and Industrial Community of the County of Peterborough in particular and generally a benefit to the remainder of the said Community or in the event of the said Peterborough Industrial Society ceasing to be a Society under the said Act and not using the said lands for the purposes hereinbefore set forth or in the event of the said Society not complying with the terms herein contained to permit such other society or association as may be substituted for the said Peterborough Industrial Society and in the opinion of the said Trustees will use the said lands for the purposes of the display of agricultural and industrial products and other purposes which may be considered a benefit to the agricultural and industrial community of the County of Peterborough to use the same for the purposes for which they have heretofore been used and for the annual display of agricultural and industrial products and such other purposes as are calculated to prove a benefit to the agricultural and industrial and general community of the County of Peterborough on payment by way of a yearly rental by the said Peterborough Industrial Society or such other Society or association as may use the same under the terms hereof of the sum of Two Hundred Dollars payable in advance on the first day of January in each year and all taxes and other rates with which the said lands may be charged including local improvements and subject to the condition that the occupants shall keep all buildings, fences or other erections on the said lands in a good state of repair as determined by the trustees, paying all costs of maintenance, and will keep the buildings on the said lands insured for their full insurable value or such less sum as may be determined by the Trustees and in such Companies as they may direct with loss payable to the said Trustees

3. The Trustees may, however, from time to time permit the said Peterborough Industrial Society to rent the said lands from time to time for periods not exceeding fourteen days for such shows and exhibitions as the Trustees may approve of and all revenue derived from such renting or letting shall be the property of the said Peterborough Industrial Society for the purposes of the said Society

4. In the event that the said lands shall cease to be used by the said Peterborough Industrial Society or a succeeding Society in accordance with the terms hereof or for the purposes mentioned herein if the Council of the City of Peterborough will undertake to preserve, maintain and beautify the said lands and permit the same to be used as a public park the said City of Peterborough paying all taxes including local improvements with which the said lands may be rated or assessed then to hold the said lands as a public park for the benefit of the inhabitants of the City of Peterborough or such others as the Council of the City of Peterborough may think proper

5. In the event of the said lands ceasing to be used by the Peterborough Industrial Society or for the purposes for which the said Society is permitted herein to use the same and the City of Peterborough being unwilling to undertake the care, maintenance, management or expense of the said lands as herein provided or being willing to undertake the same as to part only or the said City of Peterborough failing to carry out the terms of any agreement made between the Trustees and the said City of Peterborough in respect of such lands as hereinbefore provided then to hold the said lands upon trust for the Grantor his heirs, executors, administrators and assigns

AND IT IS HEREBY DECLARED that in the event of any of the Trustees or any Trustee appointed under the provisions hereof dying or resigning, or becoming through mental or physical infirmity incapable of acting or removing out of the County of Peterborough or failing to attend meetings of the Trustees for such period not less than one year as shall in the opinion of his co-trustees expressed by a two thirds vote of his said co-

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trustees render it inexpedient for him to remain a trustee, the Grantor in his lifetime and the surviving or continuing trustees after the decease of the Grantor shall appoint a successor to such trustee, every such new appointment to be made by deed, and that thereupon such new trustee shall with the surviving and continuing trustees be a trustee of the said lands and premises upon the terms and trusts herein set out

AND IT IS FURTHER DECLARED that the said trustees shall hold all monies received from the rental of the said lands upon the following trusts: to pay all legal and other incidental expenses in connection with the formation and establishment and the carrying on of the said trust and to pay to one of the trustees for services in keeping the books and accounts relative to the trust estate and calling meetings of the said trustees and acting as Secretary in regard to the trust a sum not exceeding Fifty Dollars per annum and in event of all the said monies not being required for the said purposes to accumulate a fund not exceeding One Thousand Dollars and to use all monies over and above the said sum of One Thousand Dollars and not required for the aforesaid purposes for the maintenance and improvement of the buildings on the said lands: AND in event of any monies being received by the trustees under the fire insurance policies on the buildings on the said lands the monies so received shall be applied by them to rebuild the buildings damaged or destroyed as directed by the Peterborough Industrial Society if the said lands are then occupied by them and otherwise the same shall be used for the protection or improvement of the trust estate as to the said trustees may seem best. The said trustees shall keep a proper book or books of account showing all monies received and disbursed by them, a book or books of minutes showing correctly all minutes of their meetings, resolutions passed or proceedings taken thereat

AND the said trustees are hereby empowered with the approval of the grantor during his lifetime and afterwards at their own discretion to make such rules and regulations and provisions for the control and management of said lands as may be deemed advisable but no such rule or regulation shall in anywise alter or invalidate the terms of the trusts herein contained

A Trustee shall not be responsible for the failure of any investment or security made or taken by the Trustees or for anything done or omitted to be done in connection with the trust estate except for his own acts and to account for any monies coming into his hands and shall not be liable for injury done by others to the said trust premises or to any part thereof

AND the said DORA MARY MORROW the wife of the said Grantor hereby bars her dower in the said lands

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals

SIGNED SEALED AND DELIVERED

in the presence of:

"MARY B. MULHOLLAND"

"H. A. MORROW"
"DORA M. MORROW"

[Affidavits Omitted]

Attachment 3 – Peterborough Farmers' Market Agreement

A G R E E M E N T made this 2nd day of October, 1998.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the "City"

OF THE FIRST PART

- and -

PETERBOROUGH & DISTRICT FARMER'S MARKET ASSOCIATION

hereinafter referred to as the "Association"

OF THE SECOND PART

- and -

THE PETERBOROUGH AGRICULTURAL SOCIETY

hereinafter referred to as the "Society"

OF THE THIRD PART

WHEREAS the City and the Association entered into an agreement dated May 7, 1984, which provides for the operation of a Farmers' Market by the Association on premises owned by the City and leased to the Association (hereinafter referred to as the "1984 Agreement"), which agreement was amended by an agreement dated February 5, 1987, between the City, the Association and the Society (hereinafter referred to as the "1987 Agreement");

AND WHEREAS the parties hereto now wish to amend certain terms of the 1984 Agreement and the 1987 Agreement, as hereinafter provided;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Article 1 of the 1987 Agreement, which amends the 1984 Agreement, is hereby deleted and replaced with the following:

"1.0 The said Lease Agreement is hereby amended as follows:

- (a) The Association releases any and all rights to the premises shown bordered in blue on Schedule "C" to this Agreement for the Saturdays between November 1st and April 30th, inclusive, in each and every year during the term hereof; and

(b) In all other respects, the said Lease Agreement remains in full force and effect, as it applies to the operation of an "outdoor" market between May 1st and October 31st in each year."

2. Article 2 of the 1987 Agreement is hereby amended to replace all references to "March 31st" in sub-articles 2.0, 2.1 and 2.3, with "April 30th".

3. Article 1(b) of the 1984 Agreement is hereby amended as follows:

"1(b) Term

The term of this lease shall be twenty-seven (27) years, commencing on the 7th day of May, 1984, and being fully complete on the 6th day of May, 2010."

4. Article 1(e)(ix) of the 1984 Agreement is hereby amended as follows:

"1.(e)(ix) The City covenants that it will not operate, directly or indirectly, within the geographic boundaries of the City of Peterborough, a market which has as its primary purpose the sale of agricultural produce or wares, on any Saturday during the term of this agreement."

5. Notwithstanding paragraph Article 1(c) of the 1984 Agreement and paragraphs 2.2 and 2.3 of the 1987 Agreement, the Association shall pay rent to the City in the amount of

\$775.00 per day, exclusive of GST, which rent shall include all costs for heat, hydro or storage.

* Current 2007 rate is \$960.87 per day before GST

The Association shall pay rent to the City on a monthly basis, with the rent due for each calendar month being paid on or before the 10th day of the following month. The parties agree that the daily rental fee, as provided above, shall be subject to automatic annual adjustments in accordance with paragraph 2.3 of the 1987 Agreement, except that the reference to "base rent" in 2.3(a) shall be \$775.00, the reference to "preceeding year" in 2.3(a) shall be the year ending September 30 of the preceding year, and the reference to "calendar year" in 2.3(d) shall be 1999.

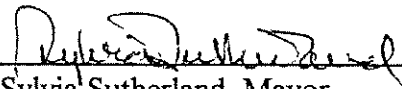
6. Notwithstanding anything contained in either the 1984 Agreement or the 1997 Agreement, the City may, upon at least ninety (90) days written notice to the Association, cancel the Association's use of the Morrow Building for any one (1) Saturday, in the period from January 1st to April 30th in any year. The City shall compensate the Association in the amount of four (4) days rent for such cancelled day.

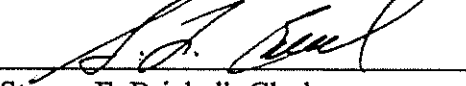
7. In all other respects, the 1984 Agreement and the 1987 Agreement are hereby confirmed and shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

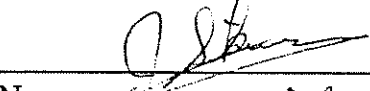
SIGNED, SEALED AND DELIVERED
in the presence of:

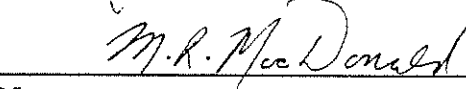
THE CORPORATION OF THE
CITY OF PETERBOROUGH


Sylvia Sutherland, Mayor

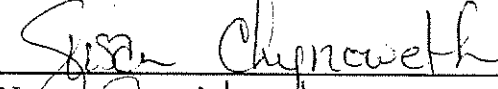

Steven F. Brickell, Clerk

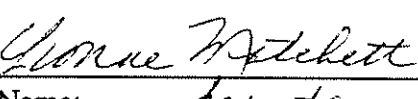
PETERBOROUGH & DISTRICT
FARMER'S MARKET ASSOCIATION


Name: _____
Office: President


Name: _____
Office: Treasurer

THE PETERBOROUGH
AGRICULTURAL SOCIETY


Name: _____
Office: President


Name: _____
Office: Secretary

Attachment 4 – Kawartha Gymnastics Club Agreement

A G R E E M E N T made this 31st day of October, 2007.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the “City”,

OF THE FIRST PART

- and –

KAWARTHA GYMNASTICS, a non-share corporation
incorporated under the laws of the Province of Ontario,
having its head office at the City of Peterborough,
Province of Ontario

hereinafter referred to as the “Club”

OF THE SECOND PART

WHEREAS the City has leased certain premises to the Club, and the parties wish to extend the leasehold upon the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1.00 LEASE TO THE CLUB

1.01 In consideration of the compensation and undertakings hereinafter reserved and contained on the part of the Club, to be provided, observed and performed, the City hereby leases to the Club the premises known as the “Bicentennial Building”, containing 6,900 square feet, more or less, and situated in Morrow Park.

2.00 TERM

2.01 Subject to the termination provisions herein contained, the term of this agreement shall be for a period of three (3) years, commencing on the 1st day of December, 2007, and being fully completed on the 30th day of November, 2010.

3.00 RENT

3.01 The Club shall pay rent to the City, in advance on the first day of each month during the term of this agreement, in the following amounts:

December 1, 2007 to November 30, 2008	\$2,210.88
December 1, 2008 to November 30, 2009	\$2,321.42
December 1, 2009 to November 30, 2010	\$2,437.49

3.02 Notwithstanding paragraph 3.01, the month of July shall be excluded, unless the Club uses the facility during the month of July. If there is any such use, the July rent shall be determined on a per diem basis in accordance with the actual days of use.

4.00 CAPITAL IMPROVEMENTS

4.01 The Club may make further capital improvements to the subject property on the approval of the City. Such capital improvements and their plans shall be preapproved by the City prior to any work being undertaken in accordance with proposed plans. The Club shall assume any and all responsibility and all permit fees in regard to making application for appropriate building permits, or other approvals required for such capital improvements.

4.02 The Club is at liberty to install any additional equipment or fixtures on the subject premises. Any alterations to the structure of the subject property in regard to the affixation of such equipment or fixtures shall be preapproved by the City.

4.03 Any electrical improvements or additional plumbing work undertaken shall also be preapproved by the City.

4.04 The Club warrants that all reasonable care, skill and diligence shall be taken in regard to any capital improvement undertaking. All work shall be undertaken in a competent and skilful manner and any and all warranties obtained for such work shall be indicated in writing by any contractor undertaking the said work and a copy of the same shall be provided to the City representatives.

4.05 Any contractors providing any capital improvements shall respectively comply with all municipal, provincial and federal legislation and other requirements in regard to the said capital improvements. Any approval for a capital improvement of a value of less than Five Thousand Dollars (\$5,000.00) may be provided by the Manager of the Peterborough Memorial Centre on behalf of the City.

4.06 The Club shall not permit any lien under the **Construction Lien Act**, or any like statute, to be filed or registered against the premises, by reason of work, labour, materials, or service provided in regard to the capital improvements. If any such lien shall at any time be filed or registered then the Club shall procure registration of its discharge within twenty (20) days after it has come to the notice or knowledge of the Club; provided that if they shall desire to contest, in good faith, the amount or validity of any lien, and shall have so notified the City, and if the Club shall have deposited with the City or with a trustee, or paid into Court to the credit of any lien action, the amount of the lien claimed, plus a reasonable amount for costs, then the Club may defer payment of such lien claim for a period of time sufficient to enable it to contest the claim with due diligence, provided always that neither the lands nor the premises of the City nor any part thereof, shall hereby become liable for forfeiture or sale. The City may, but shall not be obliged to, discharge any lien filed or registered at any time if in the City's judgment, the lands nor the premises or any part thereof become liable to any forfeiture or sale, or is otherwise in jeopardy, and any amount paid by the Owner in so doing, together with all reasonable costs and expenses of the City, shall be reimbursed to the City by the Club, on demand, together with interest at the rate of fifteen per cent (15%) per annum from the date incurred until paid. Nothing herein contained shall authorize or imply any consent or agreement on the part of the City to subject the City's estate or interest in the lands and premises to any lien.

5.00 ALTERATIONS

5.01 The Club shall not erect or affix or remove or change the location or style of any partitions or fixtures, without the consent in writing of the City first being obtained.

6.00 CONVENTS OF THE CLUB

6.01 The Club covenants as follows:

- (a) To pay the rent.
- (b) To pay all water, gas, electricity, utilities and telephone charges in regard to its use of the building.
- (c) To maintain the premises in a state of cleanliness, and to repair any damage caused thereto by its own willful or negligent conduct or that of persons who are permitted on the premises by them.
- (d) That it will not assign or sublet the whole or any part of the premises.

- (e) That it will use the premises only for the purposes of a gymnastics and related Club functions.
- (f) That it will indemnify, save and hold harmless the City and the Agricultural Society from any responsibility for any personal injury, death or other damage which may be sustained by the Club, any member thereof, or any person who may be upon the demised premises while attending a Club function, as a result of the acts or negligence of the Club, its members, agents and/or employees. Risks of any such occurrence shall be the full responsibility of the Club.
- (g) That it shall pay all expenses for insuring the premises for fire and theft exclusive of contents owned by the Club, and the Club covenants to pay any increase for premiums payable for insurance on the building as a consequence of the use of the same by the Club or its agents.
- (h) That it shall obtain, and maintain during the term of this agreement, third party public liability insurance coverage to protect the Club and the City in regard to claims made by third parties arising out of any injury, accident, or any occurrence related to the operation of the Club. The coverage shall be in the minimum amount in the amount of Two Million Dollars (\$2,000,000.00) per occurrence, and a copy of such insurance policy shall be deposited with the City on an annual basis. The said policy shall not have a deductible of more than One Thousand Dollars (\$1,000.00).

7.00 ADMINISTRATION COSTS

7.01 All parties shall assume their own costs arising out of the management and administration of the building, and events scheduled and conducted in the building for their own events.

8.00 USE OF THE BUILDING BY THE AGRICULTURAL SOCIETY

8.01 The Club shall provide to the Agricultural Society complete and exclusive use of the building in accordance with Schedule "A" to this agreement.

9.00 EMERGENCY REPAIRS BY THE CITY

9.01 The City may enter the building to effect emergency repairs. It may enter the premises to effect other requisite repairs on fifteen (15) days notice to the Club. There shall be a pro rata reduction in rent payable if use of the building cannot be made by the Club during the period of repair.

10.00 MAINTENANCE AND UPKEEP

10.01 The parties hereto agree that each party shall fulfill the responsibilities and duties recited in Schedule "B" to this agreement. The Agricultural Society shall appropriately clean and maintain the building in regard to its use as it pertains to the operation of the Exhibition.

11.00 CITY COVENANTS

11.01 The City covenants with the Club for quiet enjoyment, subject to the rights of the Agricultural Society as specified in this agreement.

12.00 SIGNS, AWNINGS AND CANOPIES

12.01 No sign, awning or canopy may be attached, fixed or placed on the building without the prior written consent of the City.

13.00 EVENTS OF DEFAULT

13.01 Any breach of this agreement shall constitute a default by way of the parties.

14.00 REMEDIES ON DEFAULT

14.01 Upon a default, any party may exercise all remedies available at law or in equity or other appropriate proceedings, including bringing an action or actions from time to time for recovery of amounts due and unpaid by any party and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable legal fees), and/or for specific performance.

15.00 EVENTS OF TERMINATION

15.01 The agreement is subject to early termination upon the occurrence of any of the following events:

- (a) Voluntary early termination by the parties as evidenced by written agreement;
- (b) Written notice to be provided to the Clerk of the City by the Club upon sixty (60) days written notice;
- (c) Destruction or condemnation of the premises without requisite reconstruction or restoration;
- (d) Any assignment of this agreement without the written consent of the City; and
- (e) If the Club should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a Receiver should be appointed on account of its insolvency.

16.00 NOTICES AND CHANGES OF ADDRESS

16.01 All notices, requests, demands or other communications to be given by either party to the other under this agreement shall be in writing and must be either personally delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To the City at:

Peterborough Memorial Centre
151 Lansdowne Street West
Peterborough, Ontario K9J 1Y4

Attention: General Manager
Facsimile: 705-743-2196

With a copy to:

The Corporation of the City of Peterborough
500 George Street North
Peterborough, Ontario K9H 3R9

Attention: City Solicitor
Facsimile: 705-742-3947

To the Club at:

P. O. Box 2314
Peterborough, Ontario K9J 1L7

or such other address as either party may hereinafter designate by written notice to the other. Notices are deemed delivered or given on the fifth (5th) day after mailing if mailed as aforesaid and upon actual receipt if delivered personally.

17.00 INDEMNIFICATION

17.01 Each party agrees to indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including legal fees, arising out of or connected with activities of their employees or other agents in connection with and within the scope of this agreement, insofar as any such loss or claim is not covered by available insurance proceeds. However, neither party shall indemnify nor defend the other against, nor hold the other harmless from any claims, damages, expenses or liabilities, including reasonable legal fees, resulting from alleged, claimed or actual negligence or misconduct of the other party, its employees and/or agents.

17.02 The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this agreement with respect to any claims based on facts or conditions which occurred prior to termination.

18.00 MISCELLANEOUS

18.01 It is understood and agreed that the within agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE
in the presence of:	)	CITY OF PETERBOROUGH
	)	
	)	_____
	)	D. Paul Ayotte, Mayor
	)	
	)	_____
	)	Nancy Wright-Laking, Clerk
	)	
	)	KAWARTHA GYMNASTICS
	)	
	)	_____
	)	Name:
	)	Office:
	)	
	)	_____
	)	Name:
	)	Office:

I/we have authority to bind the Corporation

SCHEDULE “A”

USE BY AGRICULTURAL SOCIETY

The City and the Club shall grant to the Agricultural Society the free use of the Bicentennial Building for the purpose of operating an Exhibition in accordance with Article 17 (a), (b), (c), (d), (e) and (f) of an agreement made between the City and the Agricultural Society, dated August 15, 1983, as amended.

SCHEDULE “B”

The parties shall complete, perform and assume responsibility and expenses for the following:

	The City	The Club	Not Applicable
Security		X	
Insurance (Property)	X		
Insurance (Public Liability)		X	
Garbage		X	
Pest Control		X	
Landscaping			X
Signs and Sign Rentals			X
Music System			X
Window Cleaning			X
Supplies – Cleaning		X	
Electrical Repairs		X	
Painting – Common Areas		X	
Plumbing Repairs		X	
Roof, Fence, Paving	X		
Hardware Supplies		X	
Elevator Maintenance			X
Lamps and Tubes		X	
Garage Maintenance			X
Supplies – Electrical	X		
Floor Refinishing		X	
Office Decorating		X	
Glass and Mirror			X
Fuel/Generator			X
Electricity		X	
Gas/Heating		X	
Water		X	
Cable T.V.			X
Recreation Club Expenses		X	
Guest Parking Charges		X	
Land Rental Costs	X		
Legal Fees for:			
1. Agreement	X		
2. Survey	X		
3. Registration costs	X		

Attachment 5 – Montessori Schools Inc. Agreement

A G R E E M E N T made this first day of December, 2005.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the "Lessor"

OF THE FIRST PART

- and –

DISCOVERY MONTESSORI SCHOOLS INC.

hereinafter referred to as the "Lessee"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee, its successors and assigns, all that messuage or tenement situate, lying and being in the City of Peterborough, in the County of Peterborough and being composed of the building known as the Morrow Lounge, located in Morrow Park, in the City of Peterborough. The Lessee shall also be provided with fourteen (14) parking spaces and the use of a grassed area to the west of the building for a fenced play area for children, all as shown on a sketch attached hereto as Schedule "A" (hereinafter referred to as the "Demised Premises").

TO HAVE AND TO HOLD the Demised Premises for and during the term of five (5) years, to be computed from December 1, 2005, and thenceforth next ensuing, and fully to be completed and ended on November 30, 2010.

YIELDING AND PAYING therefor monthly, on the first day of each month, in advance, during the said term, as follows:

- (a) From December 1, 2005 to and including November 1, 2006, the sum of One Thousand, Two Hundred and Fifteen and 90/100 Dollars (\$1,215.90) per month;
- (b) From December 1, 2006 to and including November 1, 2007, the sum of One Thousand, Two Hundred and Seventy-Six and 70/100 Dollars (\$1,276.70) per month;
- (c) From December 1, 2007 to and including November 1, 2008, the sum of One Thousand, Three Hundred and Forty and 53/100 Dollars (\$1,340.53) per month;
- (d) From December 1, 2008 to November 1, 2009, the sum of One Thousand, Four Hundred and Seven and 56/100 Dollars(\$1,407.56) per month; and

- (e) From December 1, 2009 to November 1, 2010, the sum of One Thousand, Four Hundred and Seventy-Seven and 84/100 Dollars (\$1,477.84).

THE LESSEE shall also pay, as additional rent, all utilities charges, as well as any realty taxes which have been, or may be in the future, assessed on the Demised Premises as a result of the Lessee's use and occupation of the Demised Premises.

THE LESSEE acknowledges that the Peterborough Agricultural Society has the right to the use of all of Morrow Park, including the Demised Premises, during the week of the Peterborough Exhibition each year. If required, the Lessee shall vacate the Demised Premises two weeks prior to the week of the Peterborough Exhibition, the week of the Peterborough Exhibition and one week thereafter in each year during the term of this agreement.

THE LESSEE covenants that it will not do or permit to be done on the Demised Premises anything which may be annoying to the Lessor, or which the Lessor may deem to be a nuisance, and the Lessee will use and occupy the Demised Premises as a School and/or Day Care only, and will not carry on or permit to be carried on therein any trade or business other than that of the said School and/or Day Care. The Lessor warrants that this use is permitted to be carried on in the Demised Premises. In addition, the Lessor has no knowledge of any toxic building materials, such as urea formaldehyde, asbestos or lead paint, or any other contaminants, being located in the building or on the grounds surrounding the building.

THE LESSEE covenants that it will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the Demised Premises, or which may cause any increase or additional premium to be payable for any such insurance.

THE LESSEE shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the building, yards or passages of the Demised Premises, and will at all times keep the Demised Premises in a clean and wholesome condition, and shall, immediately before the termination of the term hereby granted, wash the doors, windows and woodwork of the Demised Premises. The Lessee shall also be permitted to connect a fence to the existing fence, according to Schedule "B", and will thereafter be fully responsible for the maintenance of the said fence. The Lessee shall also be permitted to

create a garden, and a hard surface made of wood or asphalt for tricycle riding, within the fenced playground area.

PROVIDED that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt.

PROVIDED that, in the event of the destruction or partial destruction, of the Demised Premises, the Lessor or the Lessee may declare the term hereby granted to be forthwith terminated, and in such event, rent shall be payable up to the time of such destruction or partial destruction. For the purposes of this agreement "partial destruction" shall mean damage which renders the building unusable for a period of more than thirty (30) days.

PROVIDED also that during the last two months of the said term any stranger or strangers may inspect the Demised Premises on any day except Sunday on producing a written order to that effect signed by the Lessor.

PROVIDED that the Lessor may place upon the Demised Premises at any time during the said term a notice that the Demised Premises are for sale, and within two months prior to the termination of the term may place a notice on the Demised Premises that they are to be let, and the Lessee agrees that it will not remove such notices, or permit them to be removed.

PROVIDED also that if the term hereby granted, or any of the goods and chattels of the Lessee, shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if a writ of execution shall issue against the goods or chattels of the Lessee, or if the Lessee shall execute any chattel mortgage or bill of sale of any of his goods or chattels, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or in case the Demised Premises become vacant and so remain for the period of fifteen (15) days, or be used for any other purpose than that for which they were let, or in case the Lessee shall attempt to abandon the Demised Premises, or to sell or dispose of its goods and chattels so that there would not in the event of such sale or disposal be, in the opinion of the Lessor, a sufficient distress on the Demised Premises for the then accruing rent, then the current month's rent, together with the rent for three months next accruing, shall immediately become due and payable, and the said term shall, at the option of

the Lessor, forthwith become forfeited and determined, and the Lessor may re-enter and take possession of the Demised Premises as though the Lessee was holding over it and the Lessee shall be as monthly tenant only at a rent of One Thousand, Four Hundred and Seventy-Seven and 84/100 Dollars (\$1,477.84) per month.

PROVIDED that the Lessee may remove its fixtures if all rent due hereunder has been paid.

THE LESSEE covenants that it is the sole owner of all goods and chattels that are to be brought upon the Demised Premises, and that they are free from any mortgage, lien or other charge.

AND that it will leave the Demised Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

AND that the Lessee covenants with the Lessor to pay rent; and to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted, and that the Lessor may enter and view the state of repair; and, for greater clarity, the Lessee shall not be responsible for any structural repairs, or repairs to or replacement of the furnace or water heater. In addition, the Lessee shall be entitled to use the appliances on the premises, provided that the repair and/or replacement of such appliances shall be the responsibility of the Lessee.

AND the Lessee will not assign or sublet without leave, which leave shall not arbitrarily be withheld and such consent may, notwithstanding any statutory enactment to the contrary, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

PROVIDED also that in the case of a seizure or forfeiture of the said term for any of the causes herein set forth, the Lessor shall have the same right of re-entry as is given under the next preceding proviso.

PROVIDED that notwithstanding anything herein contained the Lessor's right of re-entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable immediately upon default being made.

THE said Lessor covenants with the said Lessee for quiet enjoyment.

IN consideration of the foregoing and of the leasing and letting by the Lessor to the Lessee of the Demised Premises for the term hereby granted (and it is upon that express understanding that this indenture is entered into), the Lessee hereby covenants and agrees with the Lessor that notwithstanding any statute or law to the contrary, none of the goods or chattels of the Lessee on the Demised Premises at any time during the continuance of the said term shall be exempt from levy by distress for rent in arrears by the Lessee as provided for by any Act above referred to, and that upon any claim being made for such exemption by the Lessee, or on distress being made by the Lessor, this covenant and agreement may be pleaded as an estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named as exempted in any Act above referred to, the Lessee waiving, as it hereby does, all and every benefit that could or might have accrued to it under and by virtue of any such Act but for the above covenant.

AND it is hereby agreed between the parties hereto that should the Lessee remain in possession of the Demised Premises after the determination of the term hereby granted, without other special agreement, it shall be as a monthly tenant only, at a rent of One Thousand Four Hundred and Seventy-Seven and 84/100 Dollars (\$1,477.84) per month, together with all applicable taxes, payable in advance on the first day of each month, and subject in other respects to the terms of this Lease.

THE LESSEE hereby acknowledges that it has received the keys for the Demised Premises, which it agrees to return upon quitting the Demised Premises.

Covenant to Obtain Insurance

The Lessee shall maintain such insurance as will protect itself from any claims for damages for property damage and personal injury, including death which may arise from the possession and use of the Demised Premises as a Nursery School and/or Day Care. The Lessee shall, before taking possession of the Demised Premises, deposit with the Lessor, a certificate of insurance and a policy endorsement from an insurance company, naming the Lessor in the endorsement as an additional insured for the amount of Two Million Dollars (\$2,000,000.00) all inclusive, saving harmless the Lessor from and against all loss, costs and damages, claims and demands whatsoever which the Lessor may bear, sustain, suffer, be at or be put unto for or by reason of, or on account of any injury or death to persons and/or

damage to the Demised Premises arising out of any incidental to the use of the Demised Premises as a Nursery School and/or Day Care. The policy shall include a cross-liability endorsement. Neither this endorsement nor the policy to which it is applicable, shall be cancelled by the Lessee or the insurance company named, without first supplying to the Lessor a written notification of such cancellation at least fifteen (15) days prior to the effective date of the cancellation. It shall be the Lessor’s responsibility to obtain an acknowledge of the receipt of such notice.

Maintenance of Premises

The Lessor shall clear snow from the parking areas, and will cut the grass within the Demised Premises. The Lessee shall remove snow from the enclosed play area and any pedestrian access from the parking area to the building.

IT IS agreed between the parties hereto that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires, or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be were expressed.

WITNESS the respective corporate seals of the parties hereto duly affixed under the respective signing officers duly authorized in that behalf.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE
in the presence of:	)	CITY OF PETERBOROUGH
	)	
	)	_____
	)	Sylvia Sutherland, Mayor
	)	
	)	_____
	)	Nancy Wright-Laking, Clerk
	)	
	)	DISCOVERY MONTESSORI
	)	SCHOOLS INC.
	)	
	)	_____
	)	Name:
	)	Office:

)
)
)
)

Name:
Office:

Appendix A**ACKNOWLEDGEMENTS**

I/WE ACKNOWLEDGE that the matters stated in the said Proposal, are in all respects true.

I/WE ACKNOWLEDGE and have carefully read the Documents as per the Request for Proposals, and are otherwise satisfied as to the conditions under which the work is to be carried out, and do hereby submit a Proposal for and offer to enter into a contract with the Corporation of the City of Peterborough to undertake a Master Plan Review of R.A. Morrow Park in Peterborough, Ontario.

I/WE ACKNOWLEDGE that I/We have carefully examined the locality and site of the proposed works as well as all the addenda issued relating to the said contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby submit a Proposal and offer to enter into a contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange, and Federal (excluding G.S.T.) and Provincial Sales Tax and other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Proposal herein.

I/WE ACKNOWLEDGE and hereby agree to comply in all respects with the General Conditions and Specifications herein, which terms and conditions are to be read with and form part of this Proposal.

I/WE ACKNOWLEDGE that _____ addenda have been received for this Request for Proposals document and are attached to this submission, and that I/WE understand it is the Proponent's ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that acceptance of this Proposal and the issuance of a purchase order shall be considered a binding contract upon both parties. If specified at any time by the City, it is acknowledged and agreed that the terms and conditions and any representations made in reference to this Proposal shall be incorporated in a contract to be executed by the parties once the City has formally accepted the Proposal offer.

I/WE ACKNOWLEDGE and warrant that the Proposal price shall be valid and binding for a period of ninety (90) days from the date of Proposal closing.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Appendix B**METHODOLOGY AND PRICING
MORROW PARK MASTER PLAN**

Project Deliverable	Description Of Work Performed	Team Member	Rate/ Hour	# Hours	Subtotal Professional Fees
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
1. Functional Analysis This includes working closely with the ASC and public consultation sessions as outlined in the essential tasks highlighted below:					
• Task 1: Information Gathering					
• Task 2: Stakeholders' Workshop					
• Task 3: Master Plan Development Options					
• Task 4: Master Plan Options Workshop					
• Task 5: Draft Master Plan Options Synthesis					
• Task 6: Draft Master Plan Workshop					
• Task 7: Final Master Plan Refinement					
• Task 8: Final Master Plan Presentation					

Appendix B (continued)**METHODOLOGY AND PRICING
MORROW PARK MASTER PLAN**

Project Deliverable	Description of Work Performed	Team Member	Rate/ Hour	# Hours	Subtotal Professional Fees
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
2. Concept Drawings					
3. Park Program					
4. Infrastructure Element					
5. Access Element					
6. Implementation Element					

If there is insufficient space, please attach a separate sheet with the same format.

Appendix B (continued)**METHODOLOGY AND PRICING**

I/WE _____ having examined the specifications and general conditions do hereby offer and agree to complete contracted work as described in the specifications and at the price stated below:

PRICING SUMMARY – OVERALL PROJECT COSTS	Total Cost
Professional Fees	\$
Additional Expenses (provide details)	\$
Subtotal	\$
G.S.T.	\$
Total Contract Price	\$

NOTE: LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED.

Terms for payment are net 30 days from receipt of invoice and verification that services listed have been completed to the satisfaction of the City.

G.S.T. Vendor's Identification Number: _____

OR

Operates as a small trader with Federal Government _____

Dated at _____ this ____ day of _____ 2009.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Appendix C**LIST OF SUB-CONTRACTORS**

If insufficient space is provided in this table please provide required information in the same format in a separate attachment appended to this Appendix.

	CONTACT	SUB-CONTRACTOR
1)	Name: Phone:	Company Name: Address: Years in business: Delivery Location(s) if Agent/Carrier:
2)	Name: Phone:	Company Name: Address: Years in business: Delivery Location(s) if Agent/Carrier:
3)	Name: Phone:	Company Name: Address: Years in business: Delivery Location(s) if Agent/Carrier:
4)	Name: Phone:	Company Name: Address: Years in business: Delivery Location(s) if Agent/Carrier:

Appendix D**REFERENCES**

Please provide three (3) references for projects led by the Project Manager.

	Company Name and Phone Number	Contact Person(s)	Description of Public Project/Length of Contract
1)			
2)			
3)			

Appendix E

SAMPLE AGREEMENT

AGREEMENT MADE THIS [REDACTED] DAY OF [REDACTED] 2009.

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the “City”)

- and –

{insert name of successful proponent}
(the “Consultant”)

WHEREAS the City has retained the Consultant to assist the City by provision of **Consultant Services to Undertake a Master Plan for R.A. Morrow Park in Peterborough, Ontario** (the “Project”), currently being undertaken in the City of Peterborough.

AND WHEREAS the City desires the Consultant to assist with this Project, in accordance with the responsibilities described in the Consultant’s Proposal (including Methodology, columns 1 and 2), which is attached hereto as **Appendix B** (hereinafter called the “Project”) and forms part of this agreement;

AND WHEREAS the Consultant agrees to perform the Project in accordance with the provisions of this agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1.00 RETAINER AND CONSULTING SERVICES TO BE PROVIDED

1.01 The City retains the Consultant to perform and, subject to early termination of this agreement as hereinafter provided, to complete the Project.

- 1.02** It is agreed that the City may, at any time and upon thirty (30) days written notice to the Consultant, terminate or abandon this agreement without penalty, save and except payment to the Consultant for services actually performed to the date of termination. In Addition, the Consultant may, at any time and upon thirty (30) days written notice to the City, terminate or abandon this agreement without penalty or responsibility to complete the Project.

2.00 COMPENSATION AND FEES

- 2.01** The City shall pay to the Consultant the sum of {insert amount}, exclusive of GST, to be invoiced monthly.
- 2.02** Monthly invoices shall include hours worked for the City and detailed description of particular services provided during that time period.

3.00 ADDITIONAL SERVICES/CHANGES IN PROJECT

- 3.01** In the event that any additional work, services, disbursements or materials are required as a result of the Project which is not included in this agreement and which has been authorized in writing by the Facility Manager, the Consultant shall be entitled to compensation in accordance with such written authorization.

4.00 CO-OPERATION BETWEEN PARTIES

- 4.01** The City shall give due consideration to all information, data, policies, plans, and documents, provided by the Consultant, and shall make decisions which it is required to make in connection therewith within a reasonable time.
- 4.02** The Consultant shall not divulge any confidential information communicated to or acquired by him, or disclosed by the City, in the course of carrying out the Project. No such information shall be used by the Consultant on any other project or for any other purpose without the approval, in writing, of the City.

5.00 OWNERSHIP OF DOCUMENTS ARISING FROM THE PROJECT

5.01 All information, data, policies, plans, and documents prepared and collected by the Consultant pursuant to this agreement shall be the property of the City. The Consultant shall deliver all information, data, policies, and documents to the City immediately upon completion or abandonment of the Project and/or upon the termination of this agreement.

6.00 CONFLICT OF INTEREST

6.01 The Consultant covenants that the Project will be undertaken without a conflict of interest and that during the course of the Project, the Consultant shall not undertake any project for any other client, which would result in a conflict of interest, without the prior written consent of the City.

7.00 INDEMNIFICATION

7.01 The Consultant shall always indemnify and keep indemnified the City, its elected officials, employees and agents, against all actions, suits, claims and demands whatsoever which may be brought against or made upon the City, its agents and employees against all loss, costs, damages, charges or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees by reason of the errors or omissions of the Consultant in regard to this contract. The Consultant hereby grants to the City full power and authority to settle any action, suit, claim and demand on such terms as the City may deem advisable and hereby covenants and agrees with the City to pay the City on demand all monies paid by the City in pursuance of any such settlement, and also such sum as shall represent the reasonable costs of the City or its Solicitor in defending or settling any such action, suit, claim or demand, and this Agreement shall not be alleged as a defence by the Consultant in any action by any person for actual damage suffered for any reason arising from the errors or omissions of the Consultant.

8.00 INSURANCE

8.01 The Consultant shall obtain, and keep in force until the Project is completed **Professional Liability insurance** covering the project and services described in the Agreement for an amount not less than two million (\$2,000,000) dollars per occurrence.

8.02 The City shall be added as an additional third party insured, with a cross-liability endorsement, on the abovementioned policies.

8.03 The Consultant shall provide satisfactory proof of compliance with Articles 8.01 and 8.02, to the City's solicitor, prior to the City executing this agreement.

9.00 TERMINATION OF CONTRACT

9.01 The City may, without prejudice to any of its rights or remedies, terminate this agreement forthwith upon notice in writing to the Consultant, and take possession of all materials required in connection with the Project and finish the Project by whatever method the City may deem expedient, but without delay or expense in the event any of the following occur:

- (a) The Consultant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent;
- (b) The Consultant fails to perform the Project in the manner and to the standards required under this Agreement, or fails to observe and comply with any law, by-law or regulation now or hereinafter in force which pertains to or affects the Project, or
- (c) The Consultant fails to institute appropriate corrective action forthwith after verbal notification by the City (which shall be confirmed subsequently in writing) of any failure on the part of the Consultant to comply with any of the terms and specifications of this Agreement, notwithstanding that such failure is the result of any cause beyond the control of the Consultant.

9.02 Any such action taken by the City under Article 10.01 shall be without prejudice to the City's rights against the Consultant for breach of contract, set off or otherwise.

10.00 ARBITRATION/DISPUTES

10.01 Any matter in dispute between the parties hereto in relation to this Agreement may be referred to arbitration, or to a private court. The matter in dispute shall be submitted to arbitration unless the parties can agree on the terms of submission and hearing in a private court.

10.02 No person shall be appointed to act as arbitrator or judge who is in any way interested, financially or otherwise, in the conduct of the Project, or in the business of other affairs of either the City or the Consultant.

10.03 The award of the arbitrator or judge shall be final and binding upon the parties.

10.04 The provisions of the ***Arbitrations Act*** shall apply to any arbitration arising from this Agreement.

11.00 NOTICES

11.01 Any notice required to be given pursuant to this Agreement may be Served or given by prepaid registered mail, by personal mail, or by service by facsimile transmission at the following addresses:

To the Consultant at:

(Insert street number and name)

(Insert City/Prov/Postal code)

Attention: (insert contact name or Title)

Facsimile Number: (insert correct fax # for contact person)

To the City at:

500 George Street North

Peterborough, Ontario K9J 3R9

Attention: Sue Warrington, Peterborough Memorial Centre Manager

Facsimile Number: (705) 743-2196

12.00 SUCCESSORS AND ASSIGNMENT

12.01 This agreement shall ensure to the benefit of and be binding upon the parties hereto, and their executors, administrators, successors and assigns.

12.02 If the Consultant dies before the Project has been completed, this Agreement will automatically terminate as of the date of his death and the City shall pay for services actually rendered to such date.

12.03 Neither party shall assign this agreement without the consent in writing of the other.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED

In the presence of

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

D. Paul Ayotte, Mayor

Nancy Wright-Laking, City Clerk

(Insert name of Consultant)

I have the authority to bind the Consultant