



**The Corporation of the City of Sault Ste. Marie  
Regular Meeting of City Council  
Agenda**

Monday, October 23, 2017

4:30 pm

Council Chambers  
Civic Centre

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	Pages
<b>1. ADOPTION OF MINUTES</b>	<b>9 - 24</b>
Mover Councillor R. Niro Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2017 10 10 be approved.	
<b>2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA</b>	
<b>3. DECLARATION OF PECUNIARY INTEREST</b>	
<b>4. APPROVE AGENDA AS PRESENTED</b>	
Mover Councillor R. Niro Seconder Councillor J. Hupponen	
Resolved that the Agenda for 2017 10 23 City Council Meeting as presented be approved.	
<b>5. PROCLAMATIONS/DELEGATIONS</b>	
<b>5.1 Mayor for the Day</b>	
Keira Berlingieri, St. Basil Elementary School	
<b>5.2 Community Recognition Award</b>	<b>25 - 29</b>
Brian Wilson	

5.3	<b>Dysautonomia Awareness Month</b>	
	Emily Wilkinson	
5.4	<b>Healthier Food Options Initiative</b>	30 - 39
	Jen Amadio, Community Development and Partnership Coordinator, Recreation and Culture Division, Community Development and Enterprise Services	
	Luke Gjos, Healthy Kids Community Challenge Project, Algoma Public Health	
6.	<b>COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA</b>	
	Mover Councillor L. Turco	
	Seconder Councillor J. Hupponen	
	Resolved that all the items listed under date 2017 10 23 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	<b>2018 Council Meeting Schedule</b>	40 - 41
	Mover Councillor R. Niro	
	Seconder Councillor J. Hupponen	
	Resolved that the report of the Deputy City Clerk dated 2017 10 23 regarding 2018 Council meeting schedule be received and that the proposed schedule be approved.	
6.2	<b>Pauline's Place – Trillium Grant Application Agreement</b>	42 - 44
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2017-205 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.3	<b>Treatment Plant and Pump Station Electrical Upgrades</b>	45 - 46
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	Mover Councillor L. Turco	
	Seconder Councillor M. Shoemaker	
	Resolved that the report of the Land Development and Environmental Engineer dated 2017 10 23 concerning Treatment Plant and Pump Station Electrical Upgrade be received and a Request for Proposal be approved.	
6.4	<b>Leaf and Yard Waste Collection</b>	47 - 48

A report of the Manager of Waste Management is attached for the consideration of Council.

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that the report of the Manager of Waste Management dated 2017 10 23 concerning the Leaf and Yard Waste Collection Program be received and that staff be directed to submit an operational increase in the 2018 budget process for the reinstatement of summer collection of leaf and yard waste.

**6.5 Bruce Street Reconstruction – Agreement for Engineering Services 49 - 50**

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-law 2017-203 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.6 Black Road Reconstruction – Agreement for Engineering Services 51 - 52**

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-law 2017-204 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.7 Non-rebateable Taxes – 2015 Smeal Fire Truck Purchase 53 - 54**

A report of the Deputy Chief, Support Services is attached for the consideration of Council.

Mover Councillor L. Turco  
Seconder Councillor M. Shoemaker

Resolved that the report of the Deputy Chief, Support Services dated 2017 10 23 concerning Non-rebateable Taxes – 2015 Smeal Fire Truck Purchase be received and the remaining \$36,713 for the 2015 acquisition of the Smeal fire truck be funded out of the Fire Capital Equipment Reserve.

**6.8 52 West Perth Bay Slope Stabilization 55 - 59**

A report of the Chief Building Official/Property Standards Officer is attached for the consideration of Council.

Mover Councillor R. Niro  
Seconder Councillor M. Shoemaker

Resolved that the report of the Chief Building Official / Property Standards Officer dated 2017 10 23 concerning 52 West Perth Bay Slope Stabilization be received and the recommendation to proceed with the remedial work of stabilizing the slope at 52 West Perth Bay be awarded to Trimount Construction Group Inc at a cost of \$165,182.24 + HST be approved and that

the cost associated with this action be added to the tax roll for the subject property.

**7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

**7.1 ADMINISTRATION**

**7.2 COMMUNITY SERVICES DEPARTMENT**

**7.3 ENGINEERING**

**7.4 FIRE**

**7.5 LEGAL**

**7.6 PLANNING**

**7.6.1 A-10-17-Z – 1187 Great Northern Road**

60 - 68

A report of the Senior Planner is attached for the consideration of Council.

Mover Councillor L. Turco  
Seconder Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated 2017 10 23 concerning rezoning application A-10-17-Z be received and that Council rezone the subject property from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit Professional, Scientific and Technical Services as an additional permitted use, and that Council deem the property subject to Site Plan Control, pursuant to section 41 of the *Planning Act*;

and that the Legal Department be directed to prepare the necessary by-law(s) to effect this approval.

**7.7 PUBLIC WORKS AND TRANSPORTATION**

**7.8 BOARDS AND COMMITTEES**

**8. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**

**8.1 Transient Accommodations Tax**

Mover Councillor S. Myers  
Seconder Councillor S. Hollingsworth

Whereas Tourism Sault Ste. Marie and participating hotels entered into a Destination Marketing Agreement in February 2014 to promote the Sault Ste. Marie area as a tourist, convention, and sports tournament destination; and

Whereas the Destination Marketing Agreement stipulates how participating hotels collect a Destination Marketing Fee (DMF) which is paid into a

Destination Marketing Fund to be used in accordance with the objectives set out in the Agreement; and

Whereas *Bill 127, Stronger, Healthier Ontario Act (Budget Measures), 2017* (which has received Royal Assent but has yet to be proclaimed) amends the *Municipal Act* to enable local municipalities to impose a tax on the purchase of transient accommodation; and

Whereas the City of Sault Marie, Tourism Sault Ste. Marie and participating hotels wish to continue the work initiated through the Destination Marketing agreement; and

Whereas Tourism Sault Ste. Marie and participating hotels wish to establish an operating budget for 2018 on the understanding that the City will continue to fund the obligations budgeted by the hotels under the DMF and Tourism Sault Ste. Marie equal (at a minimum) to the amount that would be raised by the DMF and currently contributed to Tourism Sault Ste. Marie;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back as to the potential impacts of the upcoming legislation and how the concerns of Tourism Sault Ste. Marie regarding the current DMF might be addressed.

## 8.2

### **There's an App For That!**

Mover Councillor M. Shoemaker

Seconder Councillor J. Hupponen

Whereas the City of Sault Ste Marie has many online services available on its website; and

Whereas increasingly, tourists, residents and others are using smartphones to easily access data from anywhere; and

Whereas apps for smartphones can be great promotional tools and information sources;

Now Therefore Be It Resolved that the City of Sault Ste Marie examine developing an app where information on City services can be obtained, including but not limited to, maps of heritage properties in the City, locations of recreational facilities, the corporate events calendar, and other information helpful to residents and tourists.

## 8.3

### **Private Sector Winter Parking Enforcement**

Mover Councillor M. Shoemaker

Seconder Councillor O. Grandinetti

Whereas winter roadside parking is prohibited from November 1 of each year until April 30 of each year; and

Whereas the restriction is in place to facilitate snow removal; and

Whereas currently, Police and Public Works are tasked with enforcing the winter parking enforcement;

Now Therefore Be It Resolved that staff be requested to investigate contracting out winter parking enforcement as well as options for said contracting out, including fixed yearly prices, fees per ticket issued, or other possible structures and report back to Council.

**9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

**10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

**11. CONSIDERATION AND PASSING OF BY-LAWS**

Mover Councillor L. Turco  
Seconder Councillor M. Shoemaker

Resolved that all By-laws under item 11 of the Agenda under date 2017 10 23 be approved.

**11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority**

**11.1.1 By-law 2017-202 (Street Assumptions)** 69 - 71

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that By-law 2017-202 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 23rd day of October, 2017.

**11.1.2 By-law 2017-203 (Agreement) Bruce Street Reconstruction** 72 - 113

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that By-law 2017-203 being a by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for the Bruce Street Reconstruction Agreement for Engineering Services be passed in open Council this 23rd day of October, 2017.

**11.1.3 By-law 2017-204 (Agreement) Black Road Reconstruction** 114 - 146

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that By-law 2017-204 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Black Road Reconstruction Agreement for Engineering Services be passed in open Council this 23rd day of October, 2017.

- 11.1.4      By-law 2017-205 (Agreement) Pauline's Place for Trillium Grant Application      147 - 151**

A report from the Manager of Culture & Recreation is on the Agenda.

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that By-law 2017-205 being a by-law to authorize the execution of the Agreement between the City and Pauline's Place Non-Profit Homes Inc. for Ontario Trillium Foundation funding for the construction of a splash pad to be located at Bellevue Park be passed in open Council this 23rd day of October, 2017.

- 11.1.5      By-law 2017-206 (Agreement) Tender for John Rhodes Arena Roof Upgrades      152 - 186**

Council Report was passed by Council resolution on September 25, 2017.

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that By-law 2017-206 being a by-law to authorize the execution of the contract between the City and CIMCO Refrigeration, a Division of Toromont Industries Ltd. for a Rooftop Dehumidification System Upgrade at the John Rhodes Arena – Pad 2 be passed in open Council this 23rd day October, 2017.

- 11.2      By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

- 11.3      By-laws before Council for THIRD reading which do not require more than a simple majority**

- 12.      QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**

- 13.      CLOSED SESSION**

Mover Councillor R. Niro  
Seconder Councillor J. Hupponen

Resolved that this Council proceed into closed session to discuss a proposed dispositions of property;

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same

matter without the need for a further authorizing resolution.

*Municipal Act R.S.O. 2002 – section 239 2 (c) – a proposed or pending acquisition or disposition of land by the municipality.*

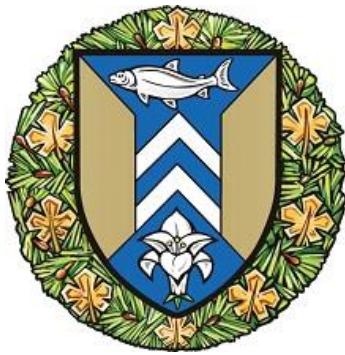
**14.**

**ADJOURNMENT**

Mover Councillor L. Turco

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Tuesday, October 10, 2017

4:30 pm

Council Chambers  
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti  
Absent: Councillor L. Turco  
Officials: A. Horsman, R. Tyczinski, L. Girardi, T. Vair, P. Johnson, N. Kenny, S. Schell, D. Elliott, D. McConnell, F. Coccimiglio, V. McLeod, T. Vecchio

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### **1. ADOPTION OF MINUTES**

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the Minutes of the Regular Council Meeting of 2017 09 25 be approved.

**Carried**

### **2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA**

### **3. DECLARATION OF PECUNIARY INTEREST**

eSCRIBE Minutes

**3.1 Mayor C. Provenzano - Lane Assumption, Closing and Conveyance – Part of Cameron Lane**

Recipient is a client of law firm.

**3.2 Mayor C. Provenzano - By-law 2017-192 (Lane Assumption) Part of Cameron Lane**

Recipient is a client of law firm.

**3.3 Mayor C. Provenzano - By-law 2017-193 (Lane Closing) Cameron Subdivision**

Recipient is a client of law firm.

**4. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the Agenda for 2017 10 10 City Council Meeting as presented be approved.

**Carried**

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 BDC Small Business Week**

Lori Naccarato, Senior Account Manager, BDC (Business Development Bank) was in attendance.

**5.2 Management for Long Term Management of Used Nuclear Fuel**

Fred Kuntz, Manager, Corporation Relations and Communications, Ontario Power Generation was in attendance.

Jo-Ann Facella, Director, Community Well-Being, Assessment and Dialogue, Nuclear Waste Management Organization was in attendance.

**6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that all the items listed under date 2017 10 10 – Agenda item 6 – Consent Agenda save and except Agenda items 6.5, 6.6, 6.7 and 6.15 be approved as recommended.

**Carried**

**6.1 Outstanding Resolutions**

**6.2 2017 City of Sault Ste Marie Credit Rating**

The report of the Chief Financial Officer/Treasurer was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer/Treasurer dated 2017 10 10 concerning the 2017 City of Sault Ste Marie Credit Rating be received as information.

**Carried**

**6.3 Property Tax Appeals**

The report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2017 10 10 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved

**Carried**

**6.4 Tender for Three 13,500 GVW Dump Trucks**

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Huppenen

Resolved that the report of the Manager of Purchasing dated 2017 10 10 be received and the tender for the supply and delivery of Three (3) 13,500 GVW Dump Trucks, as required by Public Works, be awarded to Commercial Truck Equipment Corp. at their total tendered price of \$208,692.00 plus HST.

**Carried**

**6.8 Municipal Law Enforcement Officer Appointment**

The report of the Acting Manager of Transit and Parking was received by Council.

The relevant By-law 2017-197 is listed under item 11 of the Minutes.

**6.9 2018 Connecting Link Funding Application – Black Road**

The report of the Director of Engineering was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report dated 2017 10 10 from the Director of Engineering concerning the widening of Black Road from McNabb Street to Second Line be received and that the project be designated as the candidate for the City's 2018 Connecting Link funding application.

**Carried**

**6.10 Drake Street Pump Station Upgrades**

The report of the Land Development and Environmental Engineer was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Land Development and Environmental Engineer dated 2017 10 10 concerning Drake Street Pump Station Upgrades be received and tendering be approved.

**Carried**

**6.11 Stormwater Financing Study – Engineering Agreement**

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2017-198 is listed under item 11 of the Minutes.

**6.12 Access to Property – 426 Bruce Street (Campana)**

The report of the City Solicitor was received by Council.

The relevant By-law 2017-201 is listed under item 11 of the Minutes.

**6.13 Licence to Occupy – 224 Pilgrim Street**

The report of the City Solicitor was received by Council.

The relevant By-law 2017-191 is listed under item 11 of the Minutes.

**6.14 Encroachment – 68 James Street**

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2017-199 is listed under item 11 of the Minutes.

**6.16 Lane Assumption, Closing and Conveyance – Harris and Buckley Subdivision**

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-laws 2017-194 and 2017-195 are listed under item 11 of the Minutes.

**6.5 Queen Street Tree Replacement – 2018 Budget Request**

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Planning and Enterprise Services dated 2017 10 10 concerning a multi-year approach to Queen Street tree replacement be received as information.

**Officially Read and Not Dealt With**

**6.6 Clergue Park Fountain – 2018 Budget Request**

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Director of Planning and Enterprise Services dated 2017 10 10 concerning the proposed Downtown Waterfront Fountain be received as information.

**Officially Read and Not Dealt With**

**6.7 McMeeken Arena Mould Remediation**

The report of the Manager of Community Centres was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Community Centres dated 2017 10 10 regarding McMeeken Arena Mould Remediation be received and that Council approve the use of the Facility Maintenance Reserve up to \$72,000 to fund the remediation.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		

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Councillor J. Hupponen	X		
Councillor L. Turco			X
Councillor M. Shoemaker		X	
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti		X	
<b>Results</b>	<b>10</b>	<b>2</b>	<b>1</b>

**Carried**

### **6.15 Lane Assumption, Closing and Conveyance – Part of Cameron Lane**

Mayor C. Provenzano declared a conflict on this item. (Recipient is a client of law firm.)

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-laws 2017-192 and 2017-193 are listed under item 11 of the Minutes.

## **7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

### **7.1 ADMINISTRATION**

### **7.2 COMMUNITY SERVICES DEPARTMENT**

#### **7.2.1 Rodent Abatement Program**

The report of the Deputy CAO Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that staff be directed to issue a Request for Proposal to seek a residential rodent abatement program with the funds to be identified in the 2018 budget in addition to the \$29,000 annual budget currently established for this program.

**Carried**

### **7.3 ENGINEERING**

### **7.4 FIRE**

## **7.5    LEGAL**

### **7.5.1    Zoos and Wildlife Sanctuaries**

The report of the Solicitor/Prosecutor was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Solicitor/Prosecutor dated 2017 10 10 concerning possible ways to regulate zoos and wildlife in the City of Sault Ste. Marie be received and staff be directed to incorporate the attached Schedule into the Animal Control By-law to prohibit animal performances within the City of Sault Ste. Marie.

**Carried**

Moved by: Councillor J. Hupponen

Seconded by: Councillor S. Myers

Resolved that rodeos and greyhound racing be removed from the exceptions outlined in the Schedule.

**Carried**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Resolved that staff be directed to prepare a by-law prohibiting zoos (as outlined as option 3 in the 2017 10 10 staff report) including recommended time frames for implementation.

**Carried**

## **7.6    PLANNING**

## **7.7    PUBLIC WORKS AND TRANSPORTATION**

## **7.8    BOARDS AND COMMITTEES**

## **8.    UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**

### **8.1    Smart Cities Challenge**

Moved by: Councillor S. Butland

Seconded by: Councillor M. Shoemaker

Whereas Infrastructure Canada is developing and will be running a Smart Cities Challenge; and

Whereas the Smart Cities Challenge will be soliciting submissions from Cities and First Nation communities of all sizes across the country; and

Whereas there are substantial funding opportunities for a City or First Nation if its submission wins the Smart Cities Challenge; and

Whereas Mayor and staff have met with a representative of the Smart Cities Challenge and expect the competition to begin by the end of the year; and

Whereas the City of Sault Ste. Marie has begun to prepare to participate in the Smart Cities Challenge and wants to ensure it submits the best bid possible;

Now Therefore Be It Resolved that City Council endorse the City of Sault Ste. Marie making a submission to the Smart Cities Challenge and directs the Mayor to strike a Smart Cities Challenge Task Force including City staff, the Sault Ste. Marie Innovation Centre and the Sault Ste. Marie Economic Development Corporation along with any other partners or parties necessary to develop a compelling Smart Cities submission.

**Carried**

**8.2 Transient Accommodations Tax**

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas Tourism Sault Ste. Marie and participating hotels entered into a Destination Marketing Agreement in February 2014 to promote the Sault Ste. Marie area as a tourist, convention, and sports tournament destination; and

Whereas the Destination Marketing Agreement stipulates how participating hotels collect a Destination Marketing Fee (DMF) which is paid into a Destination Marketing Fund to be used in accordance with the objectives set out in the Agreement; and

Whereas *Bill 127, Stronger, Healthier Ontario Act (Budget Measures), 2017* (which has received Royal Assent but has yet to be proclaimed) amends the *Municipal Act* to enable local municipalities to impose a tax on the purchase of transient accommodation; and

Whereas the City of Sault Ste. Marie, Tourism Sault Ste. Marie and participating hotels wish to continue the work initiated through the Destination Marketing agreement; and

Whereas Tourism Sault Ste. Marie and participating hotels wish to establish an operating budget for 2018 on the understanding that the City will continue to fund the obligations budgeted by the hotels under the DMF and Tourism Sault Ste. Marie equal (at a minimum) to the amount that would be raised by the DMF and currently contributed to Tourism Sault Ste. Marie;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back as to the potential impacts of the upcoming legislation and how the concerns of Tourism Sault Ste. Marie regarding the current DMF might be addressed.

**Postponed**

**8.3 Norgoma and Bondar Marina**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas in April 2013 City staff reported to Council on options to remove the M.S. Norgoma from the Bondar Marina; and

Whereas at the time, the water levels in the St. Marys River meant that the removal effort would require dredging the Bondar Marina in order to successfully remove the M.S. Norgoma from the Bondar marina; and

Whereas 2017 has seen high river and lake water levels across the Sault; and

Whereas the high water levels may provide an opportunity to remove the M.S. Norgoma from the Bondar Marina without the requirement to dredge the Marina; and

Whereas the M.S. Norgoma cannot be removed from the Bondar Marina without a plan in place for where the ship should go, and what improvements should be made to the Bondar Marina;

Now Therefore Be It Resolved that City Staff report back to City Council on the following:

1. Options for removing the M.S. Norgoma from the Bondar Marina, including the cost of removal, where the ship will be brought, and options for what can be done with the ship on a permanent basis and potential funding sources to achieve this;
2. Recommended improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers		X	
Councillor S. Hollingsworth		X	

Councillor J. Hupponen	X		
Councillor L. Turco			X
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
<b>Results</b>	<b>10</b>	<b>2</b>	<b>1</b>

**Carried**

**8.4 M.S. Norgoma**

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie has two well established advisory bodies of City Council each of which was created to advise City Council on matters pertaining to culture and heritage, and whose members are community volunteers appointed by City Council based on their expertise in culture and heritage, and said bodies as stated on the City's website are:

Cultural Advisory Board – as a Board of Council, whose primary purpose is to advise on all matters concerning the cultural life of the community and the implementation of the Cultural Policy for the Corporation of the City of Sault Ste. Marie;

Municipal Heritage Committee – The Sault Ste. Marie Municipal Heritage Committee advises City Council on matters relating to Part IV (Conservation of Buildings of Cultural Heritage Value or Interest); and

Whereas the Cultural Policy indicates that a Cultural Advisory Board be formed "to advise, assist and make recommendations to Council on cultural matters"; and

Whereas Section 1.2 of the Cultural Policy, Definition of Culture, includes a heritage arts component, which speaks to heritage conservation, identification, protection and interpretation of:

i. intangible heritage ( dance, music, song, story, etc.)

ii. immovable heritage (buildings, cultural heritage landscapes, natural heritage, archaeological and traditional use sites)

iii. movable property (personal property art, artifacts, documents, natural objects and specimens) and

Whereas the M.S. Norgoma is a museum ship, an artifact referenced in the aforementioned section iii and meeting the Miriam Webster definition of an artifact being “an object remaining from a particular period”;

Now Therefore Be It Resolved that the Cultural Advisory Board and Municipal Heritage Committee be requested to provide City Council with a report providing an opinion as to the cultural and heritage value of the M.S. Norgoma to the community in its present state; and

Further Be It Resolved that such an opinion be viewed as advice only, provided to Council for consideration as to present and future value of the M.S. Norgoma within the context of community culture and heritage

said reports ideally to coordinate with the staff report to Council concerning the Norgoma and Bondar Marina (agenda item 8.4)

**Carried**

*Mayor Provenzano left the Council Chamber. Councillor F. Fata assumed the role of Acting Mayor.*

**8.5 Works on Arterial Roads**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas morning office rush hour times are between 8:00 a.m. and 9:30 a.m. on City streets; and

Whereas evening office rush hour times are between 4:30 p.m. and 6:00 p.m. on City streets; and

Whereas any impeding of traffic at these times amplifies congestion on the City streets; and

Whereas arterial roads are used by most residents to arrive to and from any destination in the City at all hours of the day, but in higher volumes during the morning and evening rush hours; and

Whereas in recent months both line painting and resurfacing have been undertaken on these arterial roads during the morning and evening rush hours, amplifying traffic congestion;

Now Therefore Be It Resolved that staff report back on the feasibility of ensuring any future City contracts awarded for construction works on arterial roads specify that, to the greatest degree possible, traffic not be impeded during the morning or evening rush hours set out

herein as long as the restrictions have no more than a minimal impact on the overall cost of the road works.

**Carried**

*Mayor Provenzano returned to the Council Chamber.*

**8.6 Information Technology Infrastructure**

Moved by: Councillor S. Myers

Seconded by: Councillor S. Butland

Whereas the recent capital priority plan had some capital projects for the Corporation of the City of Sault Ste. Marie's information technology (IT) requirements; and

Whereas technology and technical infrastructure can often assist in delivering services effectively; and

Whereas the Corporation of the City of Sault Ste. Marie has to ensure that it is delivering services as effectively as it can; and

Whereas the Corporation of the City of Sault Ste. Marie has developed and is working on initiatives with its economic development partners (SSMEDC and SSMIC) to make the City of Sault Ste. Marie attractive to information and communications technology (ICT) businesses and the ICT economy; and

Whereas the Corporation of the City of Sault Ste. Marie should be considering how to make strategic investments in its IT infrastructure to modernize and advance its infrastructure, to ensure effective service delivery and to create an innovative climate within the Corporation;

Now Therefore Be It Resolved that staff arrange for the provision of a service delivery review with the specific intention of developing a service delivery model focused on the modernization of the Corporation of the City of Sault Ste. Marie's IT infrastructure.

**Carried**

**9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

**10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

**11. CONSIDERATION AND PASSING OF BY- LAWS**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that all By-laws under item 11 of the Agenda under date 2017 10 10 be approved save and except By-laws 2017-192 and 2017-193.

**Carried**

**11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority**

**11.1.1 By-law 2017-191 (Agreement) Smallpiece – 224 Pilgrim Street**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-191 being a by-law to authorize the execution of the Agreement between the City and Mr. Lloyd Smallpiece to allow a fence to encroach onto City Property on the Oakland Avenue Road Allowance abutting 224 Pilgrim Street be passed in open Council this 10th day of October, 2017.

**Carried**

**11.1.3 By-law 2017-194 (Lane Assumption) Harris and Buckley Subdivision**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-194 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PT PIN 31590-0266 (LT) PCL 17 SEC AWS; 12 FT LANE PL M30 KORAH BTN LT 208 AND LT A AND LT 113 TO PT LT 118; SAULT STE. MARIE, Harris and Buckley Subdivision be passed in open Council this 10th day of October, 2017.

**Carried**

**11.1.4 By-law 2017-197 (Parking) Municipal Law Enforcement Officers**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-197 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 10th day of October, 2017.

**Carried**

**11.1.5 By-law 2017-198 (Agreement) Stormwater Financing Study**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-198 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services to complete a Stormwater Financing Study be passed in open Council this 10th day of October, 2017.

**Carried**

**11.1.6 By-law 2017-199 (Property) Surplus and Sale Part James Street**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-199 being a by-law to declare the City owned property described as part PIN 31578-0251 being a 7.011m<sup>2</sup> portion of James Street abutting civic 68 James Street, as surplus to the City's needs and to authorize the disposition of the said property to the owner of 68 James Street be passed in open Council this 10th day of October, 2017.

**Carried**

**11.1.7 By-law 2017-201 (Agreement) 426 Bruce Street – Campana**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-201 being a by-law to authorize the execution of the Access Agreement between the City and Ann Marie Campana to permit the City access to the Campana property being civic 426 Bruce Street, Sault Ste. Marie, in order to complete certain drainage improvements and storm water management works pursuant to the Revised McNabb Street to Pim Street Drainage Improvements be passed in open Council this 10th day of October, 2017.

**Carried**

*Mayor Provenzano left the Council Chamber and Councillor F. Fata assumed the role of Acting Mayor.*

**11.1.2 By-law 2017-192 (Lane Assumption) Part of Cameron Lane**

Mayor C. Provenzano declared a conflict on this item. (Recipient is a client of law firm.)

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that by-law 2017-192 being a by-law to assume for public use and establish as a public lane that portion of Cameron Lane described as PT PIN 31541-0279 (LT) PT 20 LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK STREET; SAULT STE. MARIE, Cameron Subdivision be passed in open Council this 10th day of October, 2017.

**Carried**

**11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

**11.2.2 By-law 2017-195 (Lane Closing) Harris and Buckley Subdivision**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-195 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Harris and Buckley Subdivision, Plan M30 be read the FIRST and SECOND time in open Council this 10th day of October, 2017.

**Carried**

**11.2.1 By-law 2017-193 (Lane Closing) Cameron Subdivision**

Mayor C. Provenzano declared a conflict on this item. (Recipient is a client of law firm.)

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2017-193 being a bylaw to stop up, close and authorize the conveyance of a portion of Cameron Lane in the Cameron Subdivision, Plan 310 be read the FIRST and SECOND time in open Council this 10th day of October, 2017.

**Carried**

- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**
- 13. CLOSED SESSION**

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that this Council proceed into closed session to discuss a proposed disposition of property and a proposed acquisition of property;

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

*Municipal Act – section 239(2)(c) – proposed or pending acquisition or disposition of land by the municipality.*

**Carried**

**14. ADJOURNMENT**

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that this Council now adjourn.

**Carried**

---

Mayor

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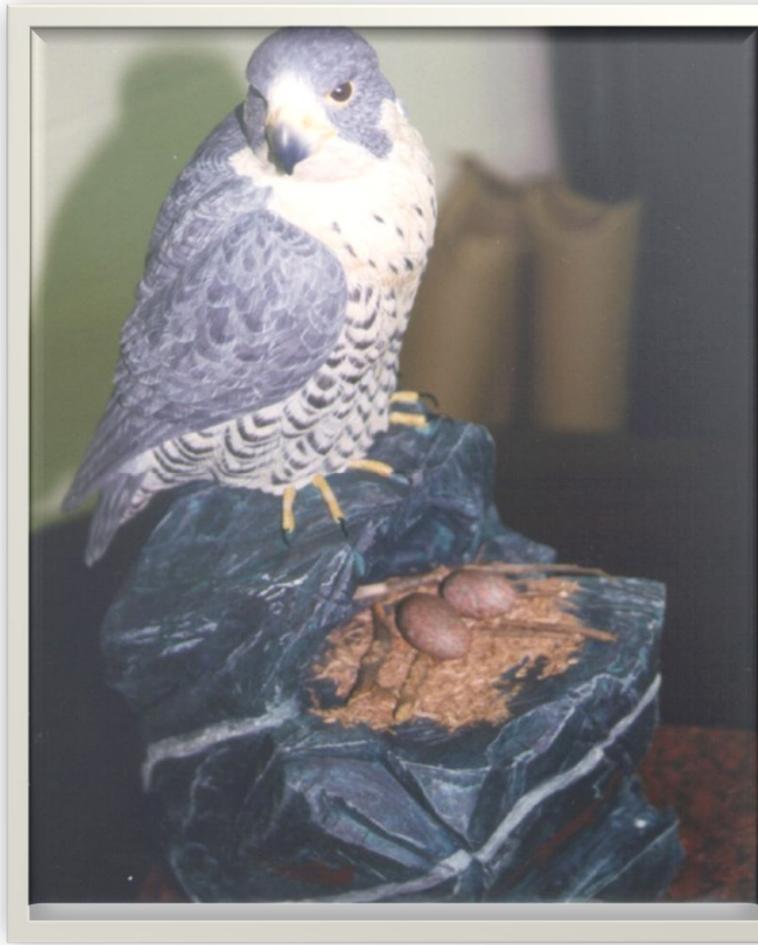
City Clerk



# **Cultural Advisory Board Community Recognition Award**



# Stone Cradle



# Past Recipients



1999 Janet Short  
2000 Ed Gortshore  
2001 Carol Gartshore  
2002 Jim Franz  
2003 Michael Burtch  
2004 Richard Howard  
2005 Roy Sutton  
2006 Linda Burtch  
2008 Gail Nelson  
2009 Webb Surround  
2010 Dr. Robert Ewing  
2011 Mary Rossiter  
2012 Joan M. Foster  
2013 Russell Mason  
2014 Susan Barber  
2016 Kathryn McAuley Yukich

Trixie Hardy  
Katherine Gortshore  
  
Harry Houston  
  
Chris Tossell  
  
Nora Ann Harrison  
Judy McGonigal  
  
John & Ardys Fleming  
  
Honourable Ray Stortini  
Greg Ryckman  
Karen Montgomery-Jones  
Wendy A. Hamilton

Michael Hennesy

# Community Recognition Award





# Brian Wilson

- ▶ For Heritage performing arts

# Healthier Food & Beverage Initiative

“HEALTHY CHOICES. HAPPY KIDS.”



# Why now?

- A 2015 Algoma Public Health survey revealed:
  - 83% of respondents would like to see more healthy food and drink options in recreation facilities
  - 74% of these respondents said they would be willing to spend more for healthy food choices
- Healthy items that respondents would purchase included:
  - fruit smoothies, veggies and dip, fresh fruit, sandwiches/wraps and crackers and cheese



The Corporation of the City of Sault Ste. Marie

- Objective:
  - To provide programs and initiatives that are accessible and affordable for the citizens of Sault Ste. Marie
  - To assist health, wellness or sport programs within the community as well as provide guidance for new organizations starting out
  - Increase participation in recreational activities, increase capacity of City facilities and help promote local events pertaining to healthy active living.



- HKCC's Objective:
  - To develop and implement programs, policies and supports that promote healthy and active lifestyles among children through community-led planning and action
- Theme 3: Choose to boost veggies and fruit
  - Focus on increasing vegetable and fruit consumption in children, by encouraging kids and families to make vegetables and fruit a part of every meal and snack

# Community-Based Approach

- HKCC, #activeSault and Community Development and Enterprise Services developed a partnership to fulfill a community-based approach
- Since the partnership began, the City of Sault Ste. Marie has been moving towards an environment that provides individuals with healthier food and beverage options at municipal facilities by providing a variety of menu selections that support positive physical health.

# What is all the buzz?

Healthy Choices.  
Happy Kids.





# Launch

- What's Happening
  - 🍓 10 new featured items have been chosen and implemented for the Healthier Options Menu.”
  - 🍇 Giveaways are starting that encourage healthier choices
  - 🍋 HKCC will be making appearances at hockey tournaments and swim meets in the upcoming seasons
  - 🍓 Greyhound Game Launch Event November 5<sup>th</sup>
- Check out our social media pages for more exciting news!

@HealthyKidsSSM

@activeSault





# Early Feedback

- 21,000 people have been exposed to the menu option via Facebook since October 11

Positive feedback:

- “Yes healthy food and not expensive prices”
- “Always nice to have options”
- “..I’ve been waiting for something like this”
- Just under 2,000 units have already been sold from the Healthier Choices Menu alone

# Partner Support

- Algoma Public Health can support the City moving forward
  - Provide examples and lessons learned from other areas
  - Consult on policy development
  - Help define criteria for healthy choices
  - Consult with facility managers and vendors to identify healthy choices
  - Promotional activities and initiatives
  - Public education and awareness
  - Healthy eating/food safety training for staff

# Thank you!



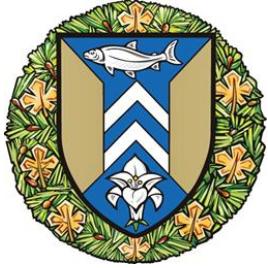
#activeSault

The Corporation of the City of Sault Ste. Marie

Healthy Choices.  
Happy Kids.

Page 39 of 186

HEALTHY KIDS  
COMMUNITY CHALLENGE  
SAULT STE. MARIE



## The Corporation of the City of Sault Ste. Marie

### COUNCIL REPORT

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Rachel Tyczinski, Deputy City Clerk

**DEPARTMENT:** Corporate Services

**RE:** 2018 Council Meeting Schedule

---

#### PURPOSE

The purpose of this report is to obtain Council approval of the 2018 Council meeting schedule.

#### BACKGROUND

Not applicable.

#### ANALYSIS

The proposed Council meeting schedule provides for the same pattern of meeting dates as in the past, with two meetings per month except for the months of July, August and December, which have a single meeting each. The schedule takes into account public holidays in 2018 and the AMO conference dates in August (August 19 – 22, 2018).

#### FINANCIAL IMPLICATIONS

There is no financial impact.

#### STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the corporate Strategic Plan.

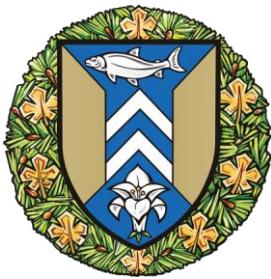
#### RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2017 10 23 regarding 2018 Council meeting schedule be received and that the proposed schedule be approved.

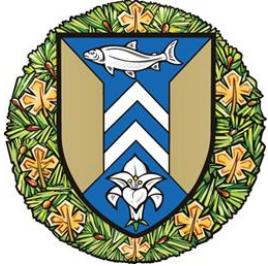
Respectfully submitted,

Rachel Tyczinski  
Deputy City Clerk  
705.759.5392  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



## 2018 COUNCIL MEETING SCHEDULE

Date	Start Time	Planning
January 8	4:30 p.m.	5:30 p.m.
January 22	4:30 p.m.	5:30 p.m.
February 5	4:30 p.m.	5:30 p.m.
February 20 (Tuesday)	4:30 p.m.	5:30 p.m.
March 5	4:30 p.m.	5:30 p.m.
March 19	4:30 p.m.	5:30 p.m.
April 9	4:30 p.m.	5:30 p.m.
April 23	4:30 p.m.	5:30 p.m.
May 14	4:30 p.m.	5:30 p.m.
May 28	4:30 p.m.	5:30 p.m.
June 11	4:30 p.m.	5:30 p.m.
June 25	4:30 p.m.	5:30 p.m.
July 16	4:30 p.m.	5:30 p.m.
August 13	4:30 p.m.	5:30 p.m.
September 10	4:30 p.m.	5:30 p.m.
September 24	4:30 p.m.	5:30 p.m.
November 5	4:30 p.m.	5:30 p.m.
December 3 (Inaugural)	4:30 p.m.	5:30 p.m.
December 10		



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager of Recreation and Culture

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Pauline's Place – Trillium Grant Application Agreement

---

#### PURPOSE

The purpose of this report is to request Council's approval to enter into an agreement with Pauline's Place in reference to their application to the Ontario Trillium Foundation (OTF) for funding in the amount of \$150,000 towards the development of a splash pad to be located at Bellevue Park.

#### BACKGROUND

Pauline's Place in collaboration with the City of Sault Ste. Marie is submitting an Ontario Trillium Foundation Application for \$150,000 to support the development of a splash pad which will be located at Bellevue Park. The deadline for the grant application is October 25, 2017 and Pauline's Place is the lead applicant.

On July 17, 2017 City Council passed the following resolution which indicated that the splash pad sub-committee would be working on a Trillium grant application:

"Whereas City Council unanimously approved the construction of a splash pad to be located at Bellevue Park; and

Whereas both Council and the general public are anxious for the project to proceed as planned; and

Whereas as part of the funding strategy for the construction of the splash pad, the splash pad sub-committee will be making an application for a Trillium grant in the amount of \$150,000; and

Whereas as part of the Trillium application process, the remainder of the project funding must be in place before any grant is awarded; and

Whereas the City currently has \$300,000 of uncommitted funding in the sub-dividers reserve; and

Whereas the splash pad sub-committee currently has approximately \$60,000 committed to the splash pad project;

Now Therefore Be It Resolved that Council approve the use of \$240,000 from the sub-dividers reserve to support funding of the splash pad, resulting in a total of \$300,000 of City funding to serve as the basis for a Trillium grant application."

City staff met with Pauline's Place to discuss the grant application. The first step of the Ontario Trillium Funding process is to register as an organization. Organizations must provide details on their governance, board structure and financial statements. Pauline's Place has been approved by the OTF and is eligible to submit an application in partnership with the City of Sault Ste. Marie for a capital grant.

### **ANALYSIS**

Staff is recommending that Council authorize entering into an agreement with Pauline's Place who will be the lead applicant in collaboration with the City of Sault Ste. Marie to apply for OTF funding.

### **FINANCIAL IMPLICATIONS**

If successful, the \$150,000 additional grant, combined with previously approved funding of \$300,000, will give total funding of \$450,000. The estimated total project cost is \$550,000. The Splash Pad Sub-Committee is also investigating other grant opportunities and working with community partners.

### **STRATEGIC PLAN / POLICY IMPACT**

Focus Area Infrastructure: Planning for new infrastructure to replace deteriorating assets and create new public spaces will support competitiveness on a global scale. New infrastructure is essential to the City's growth, economic development, citizen safety and quality of life.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2017 10 23 concerning Pauline's Place Trillium Grant Application Agreement be received and Council authorize staff to enter into an agreement with Pauline's Place in reference to their application to the Ontario Trillium Foundation (OTF) for funding in the amount of \$150,000 towards the development of a splash pad to be located at Bellevue Park."

"The relevant By-law 2017-205 appears elsewhere on the agenda and is recommended for approval."

Pauline's Place – Trillium Grant Application Agreement

2017 10 23

Page 3.

Respectfully submitted,

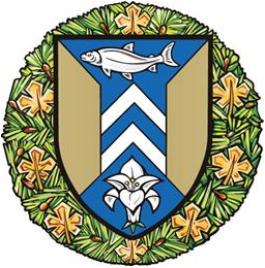


Virginia McLeod

Manager of Recreation and Culture

705.759-5311

[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Catherine Taddo, P. Eng.  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Treatment Plant and Pump Station Electrical Upgrades

---

#### **PURPOSE**

The purpose of the report is to request approval to proceed with a Request for Proposal for electrical upgrades at the East End sewage treatment plant and several pump stations.

#### **BACKGROUND**

Several required electrical upgrades were identified at pump stations and the East End sewage treatment plant as part of the ongoing facility management. Thirteen of the small pump stations require generator connections and transfer switches that would facilitate connection of the City's standby generators during power outages. Two small pump station panel replacements are also required. Five of the large pump stations and the East End Sewage Treatment Plant require 3-way disconnects to facilitate annual load bank testing of the standby generators. The electrical upgrades have been identified as the next priorities for facility improvements.

#### **ANALYSIS**

As part of the City's ongoing asset management program, periodic upgrades are required at pump stations and treatment plants.

#### **FINANCIAL IMPLICATIONS**

An amount of \$583,000 in the sanitary account has been allocated in 2017 for pump station upgrades. The work incurred in 2017 for this project can be accommodated within the remaining budget allocation. Additional funding will be included in the 2018 budget.

#### **STRATEGIC PLAN / POLICY IMPACT**

This report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

Treatment Plant and Pump Station Electrical Upgrades

2017 10 23

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2017 10 23 be received, and a Request for Proposal be approved.

Respectfully submitted,

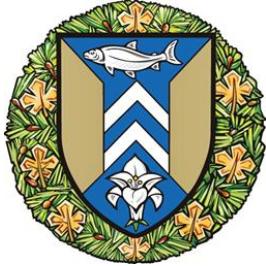
*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759-5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Mike Blanchard – Manager – Waste Management

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Leaf and Yard Waste Collection

---

#### PURPOSE

The purpose of this report is to respond to the following Council resolution dated September 25, 2017 which reads, "Whereas leaf and yard waste was not collected curbside for the months of July, August and September 2017 which precipitated ongoing complaints during the summer months; Now Therefore Be It Resolved that staff be requested to prepare a report as soon as practicable with the cost of reinstating the service in 2018, including any other considerations pertinent to this decision."

#### BACKGROUND

During 2017 budget deliberations, a report was presented to City Council by Public Works and Engineering Services concerning options for costs savings. One of the cost savings options included a reduction in Leaf and Yard Waste Collection. The report outlined that the Leaf and Yard Waste Collection collects a significantly reduced tonnage throughout the summer months of July, August, and September. It was proposed that this program be cut by the three (3) months during the summer of 2017 resulting in an estimated cost savings equal to \$54,834.00. The risk for this reduction in service was potentially less material for use by other Public Works Divisions and City projects. It was therefore staff's recommendation in 2016 to reduce the Leaf and Yard Waste Collection Program for 2017.

On September 25, 2017, Council asked staff to review the costs of reinstating the Leaf and Yard Waste Collection Program for the summer months of 2018. An analysis of the advantages and disadvantages are below for Council's decision.

#### ANALYSIS

Advantages of reinstating Leaf and Yard Waste Collection Program for the summer months in 2018:

- Less resident complaints and inquiries concerning what to do with leaf and yard waste in the summer months;
- Increased customer service for leaf and yard waste management;
- Provincial Waste Management best practice of waste diversion of leaf and yard waste is followed;
- Leaf and Yard waste is diverted from the landfill and manufactured into useful compost;
- Composted leaf and yard waste manufactured into loam is used by various divisions throughout Public Works for sports field rehabilitation, boulevard work, and snow plow damage repair at a reduced cost;
- Approximately 310 tonnes of yard waste, including grass clippings collected in summer months increase the likelihood of the product meeting compost standards; and
- Composting equipment would be utilized during the summer months.

Disadvantages of reinstating Leaf and Yard Waste Collection Program for the summer months in 2018:

- Cost of collection including labour and equipment.

### **FINANCIAL IMPLICATIONS**

Reinstating Leaf and Yard Waste for the months of July, August, and September for 2018 and beyond will cost an estimated additional \$60,000.00.

### **STRATEGIC PLAN / POLICY IMPACT**

This report links to the aspect of delivering an existing service and streamlining its process to provide increased customer service.

### **RECOMMENDATION**

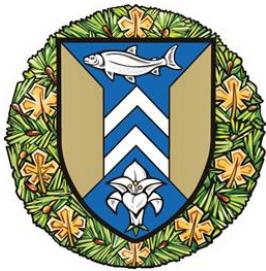
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager – Waste Management dated 2017 10 23 regarding the Leaf and Yard Waste Collection Program be accepted, and that staff be directed to submit an Operational increase in the 2018 budget process for the reinstatement of summer collection of Leaf and Yard Waste.

Respectfully submitted,



Mike Blanchard  
Manager – Waste Management  
705.541.7087  
[m.blanchard@cityssm.on.ca](mailto:m.blanchard@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Carl Rumiel, Design & Construction Engineer  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Bruce Street Reconstruction – Agreement for Engineering Services

---

#### **PURPOSE**

The purpose of this report is to request Council approval to authorize an engineering agreement with WSP for the above-mentioned project.

#### **BACKGROUND**

At the 2017 09 25 meeting, Council provided approval to retain WSP for engineering services for this project scheduled in the 2018 Capital Road Reconstruction Program.

#### **ANALYSIS**

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year. This consultant was procured through a Request for Proposal as per the City Procurement Policy.

#### **FINANCIAL IMPLICATIONS**

The total impact to the budget is the engineering fee estimate which is \$217,859 excluding HST.

The majority of this work will not commence until after the 2018 budget is approved by Council. Engineering work on this project that will precede the 2018 budget approval will be covered within the \$200,000 allocated from the 2017 budget for preliminary work on Bruce Street and Black Road Reconstruction projects.

#### **STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure focus area of the strategic plan.

#### **RECOMMENDATION**

Bruce Street Reconstruction Agreement for Engineering Services  
2016 10 23  
Page 2.

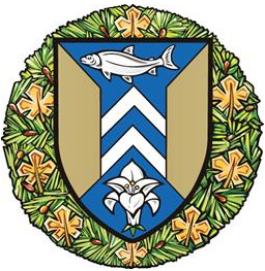
It is therefore recommended that Council take the following action:

Bylaw 2017-203 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Carl Rumiel, P. Eng.  
Design and Construction Engineer  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Carl Rumiel, Design & Construction Engineer  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Black Road Reconstruction – Agreement for Engineering Services

---

#### PURPOSE

The purpose of this report is to request Council approval to authorize an engineering agreement with AECOM for the above-mentioned project.

#### BACKGROUND

At the 2017 09 25 meeting, Council provided approval to retain AECOM for engineering services for this project scheduled in the 2018 Capital Road Reconstruction Program.

#### ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year. This consultant was procured through a Request for Proposal as per the City Procurement Policy.

#### FINANCIAL IMPLICATIONS

The total impact to the budget is the engineering fee estimate which is \$267,000 excluding HST plus an additional allowance of \$4,000 for legal surveying required.

The majority of this work will not commence until after the 2018 budget is approved by Council. Engineering work on this project that will precede the 2018 budget approval will be covered within the \$200,000 allocated from the 2017 budget for preliminary work on Bruce Street and Black Road Reconstruction projects.

#### STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

Black Road Reconstruction – Agreement for Engineering Services

2016 10 23

Page 2.

**RECOMMENDATION**

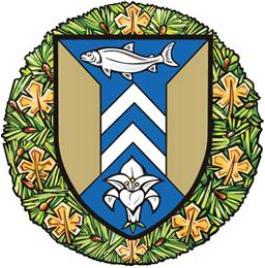
It is therefore recommended that Council take the following action:

Bylaw 2017-204 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Carl Rumiel, P. Eng.  
Design and Construction Engineer  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jim St. Jules – Deputy Chief –Support Services

**DEPARTMENT:** Fire Services

**RE:** Non-rebateable Taxes – 2015 Smeal Fire Truck Purchase

---

#### PURPOSE

The purpose of this report is to request council's approval to fund non-rebated taxes on the 2015 purchase of a Smeal fire truck out of the Fire Services Capital Equipment Reserve account.

#### BACKGROUND

The original purchase of fire truck was approved at the December 15, 2014 council meeting with the total budgeted cost of \$700,300 to come out of the Fire Capital Equipment Reserve. The fire truck was delivered in January 2016 at an actual cost of \$698,650. With this being a purchase of a vehicle from a company outside of Ontario who is not an HST registrant, the City self-assessed on the remittance of HST, and claimed the applicable rebateable portion. However, during a recent assessment of the City's HST return, the Canada Revenue Agency determined that the sales taxes paid and claimed as rebateable, were in fact not rebateable. The revised total cost of the fire truck, including the non-rebateable taxes, is \$737,013 leaving a shortfall of \$36,713.

#### ANALYSIS

NA

#### FINANCIAL IMPLICATIONS

The difference of \$36,713 currently stands as unfunded. The Finance Department has indicated that the Fire Capital Equipment Reserve has sufficient funding to cover this amount.

#### STRATEGIC PLAN / POLICY IMPACT

This fire truck was part of a planned purchase for 2015

**Non-rebateable Taxes – 2015 Smeal Fire Truck Purchase**

2017 10 23

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report dated October 23, 2017 be accepted and the remaining \$36,713 for the 2015 acquisition of the Smeal fire truck be funded out of the Fire Capital Equipment Reserve.

Respectfully submitted,

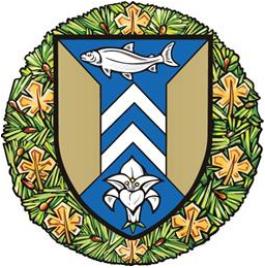


Jim St Jules  
Deputy Chief –Support Services

Recommended for approval,



Peter Johnson  
Fire Chief



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Freddie Pozzebon Chief Building Official / Property Standards Officer

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** 52 West Perth Bay/ Slope Stabilization

---

#### **PURPOSE**

The purpose of this report is to request Council's approval to engage in the actions necessary in completing the remedial work in order to stabilize the ravine slope at the rear of the above mentioned property.

#### **BACKGROUND**

On August 23 2017, the Building Division issued an Order to Remedy violation through the City's Property Standard By-Law to complete the remedial work as prescribed in reports provided by Down to Earth Geotechnical Engineering addressing methods of stabilizing the slope. The owner of the property appealed the Order to the Property Standard Committee. The Committee subsequently upheld the order on Oct 4, 2017.

#### **ANALYSIS**

The owner has not made the appropriate remedial repairs to date and has not filed an appeal to the Superior Court of Justice. Consequently, the deadline for filing any appeal has expired and the Order to Remedy is confirmed.

As there is no intent by the property owner to move forward in resolving this issue and completing the necessary work, the City must take action. Therefore in consideration of the health and safety impact including the impact to the neighbouring properties and community, it is prudent for the City to proceed with the remedial work to repair this slope condition as indicated in the Order to Remedy made under the Municipality's Property Standards By-Law 2012-09 pursuant to Section 15.2 of the Ontario Building Code Act.

### **FINANCIAL IMPLICATIONS**

The cost associated with remedial work to complete the stabilization will be recovered through property taxes, therefore there will be no financial impact to the City.

### **STRATEGIC PLAN / POLICY IMPACT**

This is not applicable strategic plan direction, but rather an enforcement issue related to the Ontario Building Code Act in the interest of public safety.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolve that the report of the Chief Building Official / Property Standards Officer dated 2017 10 23 be received, and the recommendation to proceed with the remedial work of stabilizing the slope at 52 West Perth Bay be awarded to Trimount Construction Group Inc at a cost of \$165,182.24 + HST and that the cost associated with this action be added to the tax roll for the subject property, be approved.

Respectfully submitted,



Freddie Pozzebon  
Chief Building Official/ Property  
Standard Officer  
705.541-7151  
[f.pozzbon@cityssm.on.ca](mailto:f.pozzbon@cityssm.on.ca)

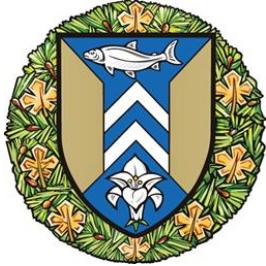




MAY-2017

12 FEET

To Dwelling



## The Corporation of the City of Sault Ste. Marie

### C O U N C I L   R E P O R T

October 23, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Peter Tonazzo, RPP, Senior Planner

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** A-10-17-Z – 1187 Great Northern Road

---

#### PURPOSE

The applicant is seeking Council's approval to rezone the subject property to permit 'Silver Lining Engineers' an Engineering and Construction Management Firm to locate upon the subject property.

#### PROPOSED CHANGE

The applicant, Trevor Sawchyn, is seeking Council's approval to rezone the subject property from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit Professional, Scientific and Technical Services as an additional permitted use upon the subject property.

#### Subject Property

- Location – The subject property is located on the west side of Great Northern Road, approximately 410m (1345') south of its intersection with Fourth Line East.
- Size – Approximately 21.3m frontage by 65.5m depth (70' x 215') totalling 1,395m<sup>2</sup> (15,050ft<sup>2</sup>)
- Present Use – Vacant – Former Motor Vehicle Sales and Parts Dealer (Kawasaki Dealership).
- Owner – Robert Berto Jr.

#### BACKGROUND

There have been no previous applications upon the subject property.

#### ANALYSIS

##### Conformity with the Official Plan (OP)

The subject property is designated 'Commercial' on Land Use Schedule 'C' of the Official Plan.

The applicant's proposal to locate an Engineering and Construction Management Office upon the subject property adheres to the commercial policies of the OP. Although from a square footage standpoint, office space will occupy less than half of the main building, the main use is that of office space, where human capital is the main input. Consequently, the use can be categorized as a commercial use, akin to that of an office use. Under current municipal land use controls, engineering firms are treated as commercial and industrial uses, permitted in various commercial and industrial zones as either an '*office use*' or '*professional, scientific and technical services use*'. Consequently, the proposed use conforms to the general description of commercial uses contained within the Official Plan.

The OP also contains policies restricting the development of major office space outside the downtown. 'Major office space' is defined by Zoning By-law 2005-150 as having a gross floor area (GFA) greater than 300m<sup>2</sup> (3229ft<sup>2</sup>). In this case, the main building upon the subject property is approximately 185m<sup>2</sup> (1991.4ft<sup>2</sup>) and the applicant has indicated that office space will total 85m<sup>2</sup> (914ft<sup>2</sup>), well below the established threshold of 'major office space'.

## Comments

The applicant is proposing to relocate 'Silver Lining Engineers' to the subject property. The use will consist of 85m<sup>2</sup> (914ft<sup>2</sup>) of office space within the front portion of the building, 100m<sup>2</sup> (1076ft<sup>2</sup>) of indoor storage and workshop space within the rear of the main building. Additional indoor storage is available within a 48m<sup>2</sup> (516ft<sup>2</sup>) garage. There also exists an outdoor storage compound along the south side of the main building. The applicant has indicated that outdoor storage will be limited to a 3.7m x 6.1m (12'x20') 'office trailer', which will be stored within the compound area when not in use.

100% of the required front yard (6m in this instance) will be landscaped, as per current Highway Zone requirements. The required parking for the proposed use is 4 spaces and the applicant is proposing 6, located beyond the required front yard/landscaped area. Given the subject property is located in a 'Gateway Area' of the community, it is recommended that any approvals also include deeming the property subject to Site Plan Control, which will give staff an opportunity to review exterior details of the development, including landscaping details.

The properties along this part of Great Northern Road between Third and Fourth Lines are zoned commercial along the frontages and industrial behind. The result is a mixture of commercial and industrial uses, along with a number of underutilized and vacant properties in close proximity to the subject property.

The proposed use is not that of a ‘Contractor’s Yard’. While many contractor’s yards include an engineering or construction/project management component, and vice versa, in this case, the applicant has indicated that there will be no equipment or construction materials stored on-site, beyond an office trailer. The proposed use is more of an office space, with a ‘shop’ area for testing electrical and solar panel components to support aspects of the business related to the installation of ground and roof mounted solar panels and associated electrical systems.

The subject property is currently serviced by on-site well and septic systems. While a formal policy does not exist, it is the Municipality’s preference that development within the Urban Service Line utilizes municipal services (sewer and water). The applicant has indicated that it is his intention to tie into municipal water and sewer services this spring.

### **Consultation**

The following departments/agencies commented on this application as part of the consultation process:

- See attached letter – Building Division
- No comments/objections – Municipal Heritage Committee, PUC Services Inc., Hydro One, EDC, PWT, Fire Services, Engineering Services, Legal Division, Conservation Authority.

The attached correspondence from the Chief Building Official notes that indoor renovations have commenced without the benefit of a building permit.

### **FINANCIAL IMPLICATIONS**

Approval of this application will not impact municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT**

The Quality of Life Focus Area of the Corporate Strategic Plan speaks to creating a vibrant and attractive downtown area. The Official Plan supports this focus, in part, by restricting ‘major office space’ from locating outside of the downtown area. In this particular case, the proposed office space is not ‘major’, and well below the 300m<sup>2</sup> (3229ft<sup>2</sup>) threshold.

### **SUMMARY**

The proposed Professional, Scientific and Technical Services use is an appropriate use of this relatively undersized ‘Highway Zone’ property. Given the site’s ‘Gateway Location’, high quality landscaping will be required. According to the applicant, outdoor storage will be limited to that of a 3.7m x 6.1m (12’x20’) office trailer, which is intended to be on job sites the majority of the time. It is important to note there exists a clear distinction between Professional, Scientific and Technical Services and Contractor’s yards. The former is much the same as a general office use, whereas contractor’s yards include heavy equipment and

materials storage that can become unsightly over time. Site Plan Control can be utilized to among other things, ensure high quality landscaping and set appropriate limits on outdoor storage, including visual screening of the outdoor storage compound.

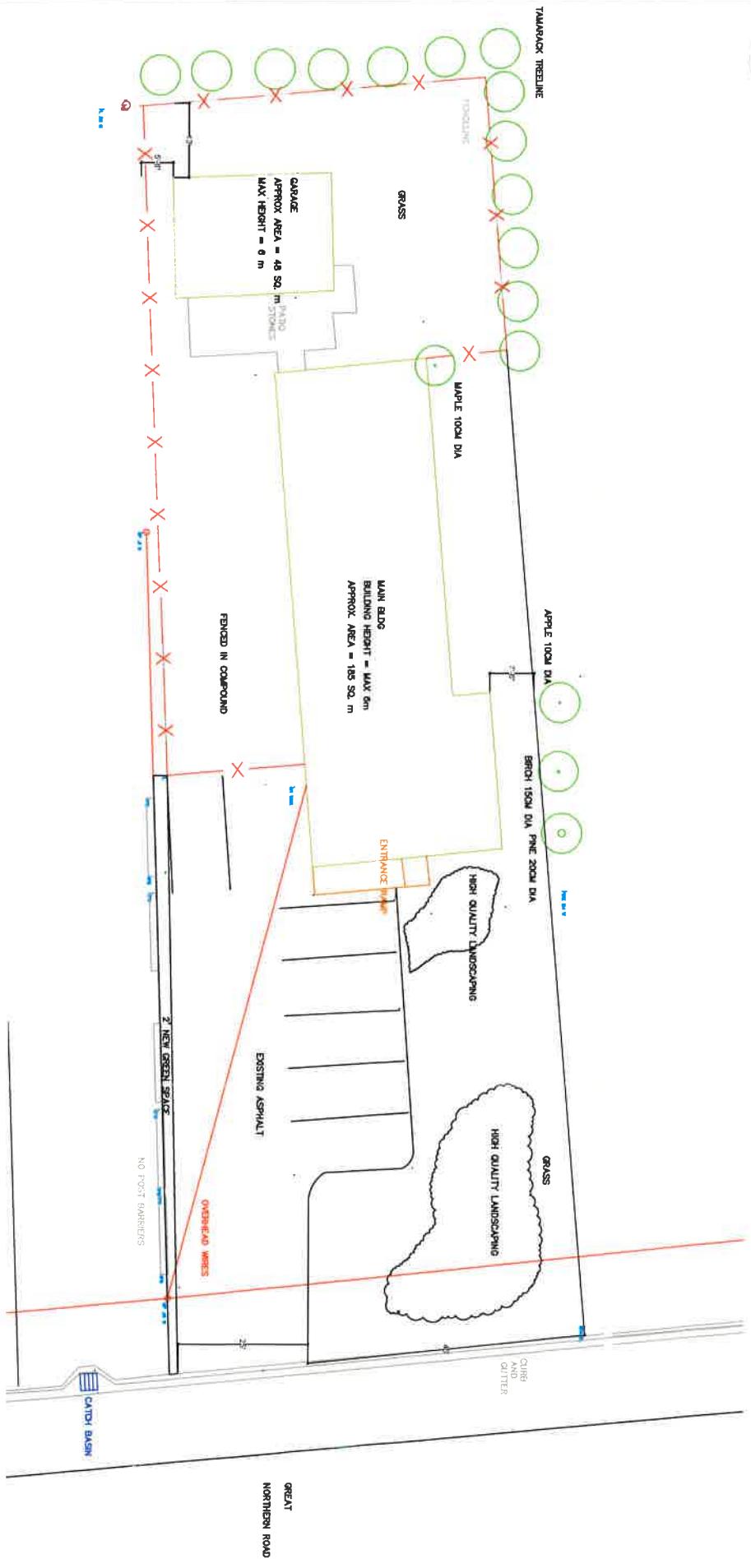
**RECOMMENDATION**

Resolved that the Report of the Senior Planner, dated 2017 10 23 concerning rezoning application A-10-17-Z be received and that Council rezone the subject property from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit Professional, Scientific and Technical Services as an additional permitted use, and that Council deem the property subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)



1. EXISTING PARKING TO REMAIN. 5 MARKED PLACES
2. NO CHANGES TO BE MADE TO ANY EXISTING SETBACKS. ALL CHANGES ARE MADE IN INTERIOR OF BUILDING
3. APPROX. MAIN BUILDING 85 SQ. M OF OFFICE SPACE, 100 SQ. M STORAGE AND TESTING.
4. GARAGE AREA APPROX. 48 SQ. M
5. TOTAL PROPERTY AREA = 1390 SQ. M
6. TOTAL LANDSCAPED AREA 300 SQ.M (27%)

<b>SILVER LINING ENGINEERS</b>	
ENGINEER	TREVOR SAWCHYN
DEPARTMENT	KYLE LAURIN
PROJECT	SLE OFFICE
DRAWING NUMBER	SLISP-01
DATE	14 SEPT. 2017
SCALE	NTPS
REVISIONS	*
<b>LICENSED PROFESSIONAL ENGINEER</b> <b>T.N. SAWCHYN</b> <b>100067942</b>	
<b>PROVINCE OF ONTARIO</b> <b>15 340-297</b>	

## **Stephanie Perri**

---

**From:** Don McConnell  
**Sent:** Friday, October 06, 2017 1:50 PM  
**To:** Stephanie Perri  
**Subject:** FW: A-10-17

---

**From:** Freddie Pozzebon  
**Sent:** Friday, October 06, 2017 1:43 PM  
**To:** Don McConnell  
**Cc:** Peter Tonazzo  
**Subject:** A-10-17

Hello Don

RE: Application No. A-10-17-Z  
Request For Rezoning / 1187 Great Northern Road

The applicant has applied for a change of use permit with construction to create offices on 2017 09 06. The permit issuances was pending a rezoning and the applicant was at the time of submission informed that no interior work was to start.

Subsequently on 2017 09 26 our office issued an Order to Comply to the owner Robert Berto and the applicant Trevor Sawchyn for commencing construction without the benefit of a building permit.

**Freddie Pozzebon, CBCO, CBO**  
**Chief Building Official**  
The Corporation of the City of Sault Ste. Marie  
Civic Centre  
99 Foster Drive  
Sault Ste. Marie, ON, P6A 5X6  
Tel: (705)541-7151  
Email: [f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)



### Application Map Series

- Subject Property     Official Plan Landuse
- Existing Zoning     Aerial Image

### Property Information

Civic Address: 1187 Great Northern Road  
 Roll No.: 030085066000000  
 Map No.: 126/1-141  
 Application No.: A-10-17-Z  
 Date Created: September 25, 2017

### Legend

- |  |                           |
|--|---------------------------|
|  | Subject Property 1187 GNR |
|  | Parcel Fabric             |



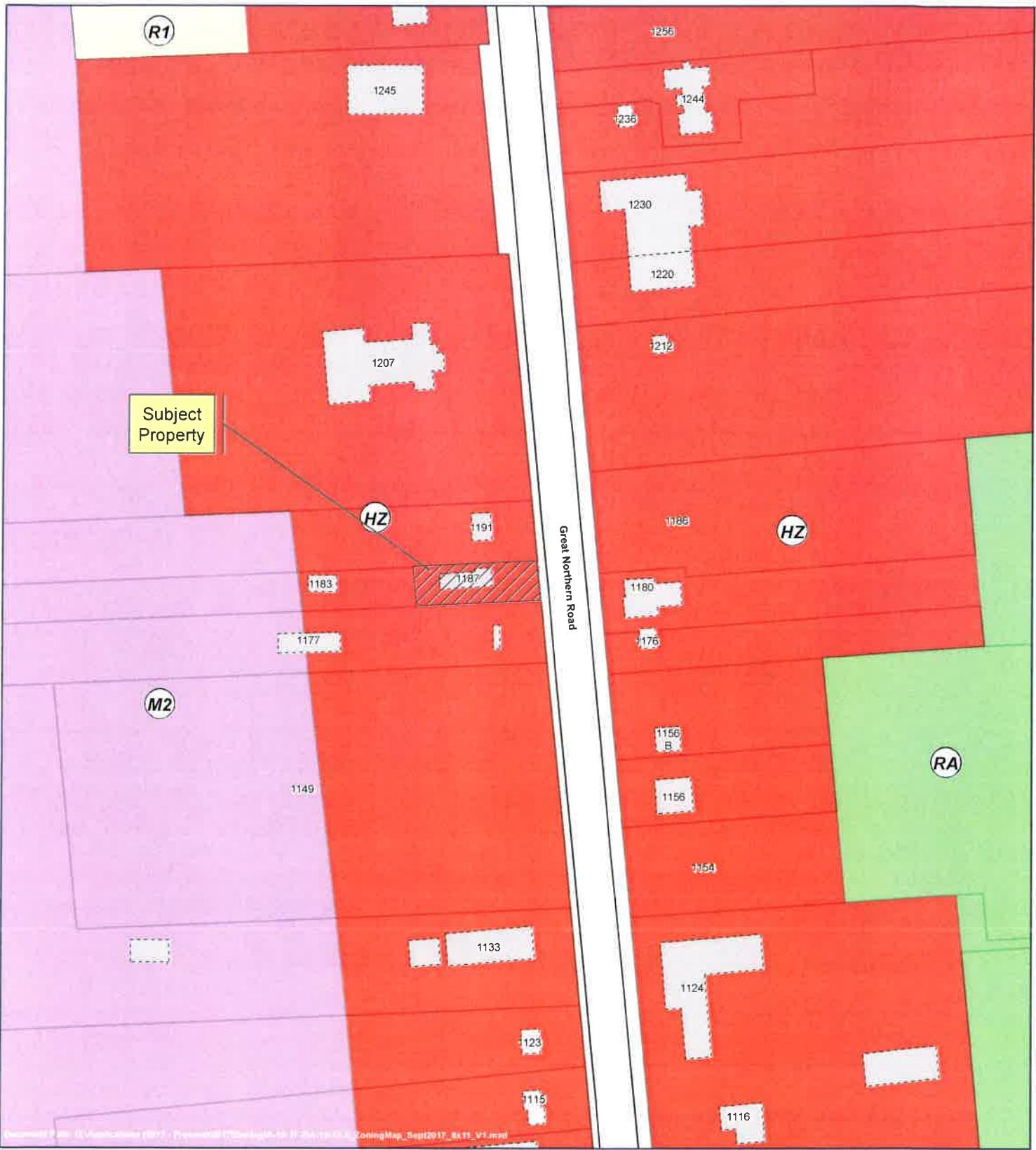
**Sault Ste. Marie**

### Planning and Enterprise Services

Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstemaries.ca](http://saultstemaries.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)  
*This map is for general reference only.*  
*Orthophoto: Spring 2016. 25cm Colour.*  
*Projection Details:*  
*NAD 1983 UTM Zone 16N*  
*GCS North American 1983*

0 10 20 40 Meters  
 1:2500





### Application Map Series

- Subject Property  Official Plan Landuse  
 Existing Zoning  Aerial Image

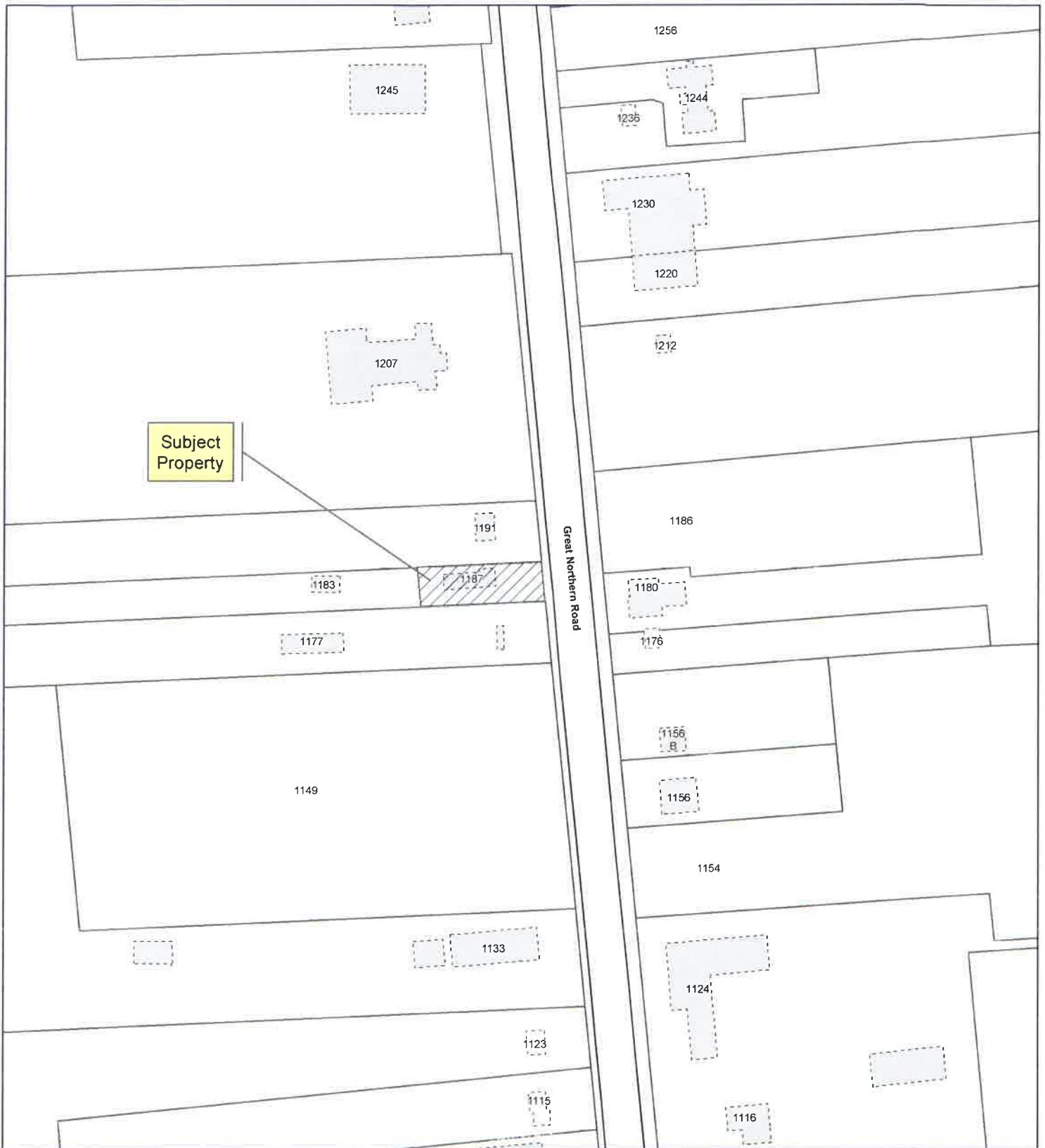
### Property Information

Civic Address: 1187 Great Northern Road  
 Roll No.: 030085066000000  
 Map No.: 126/1-141  
 Application No.: A-10-17-Z  
 Date Created: September 25, 2017

### Legend

C1 - Residential Commercial Zone	R1 - Low Density Residential Zone
C2 - General Commercial Zone	R2 - Medium Density Residential Zone
C3 - Commercial Transition Zone	R3 - High Density Residential Zone
C4 - Apartment Zone (C4Ap)	M1 - Mixed House Residential Zone
C5 - General Commercial Zone (G4C)	M2 - Mid-House Residential Zone
C6 - Shopping Centre Zone	EM - Environmental Management Zone
H2 - Heavy Industrial Zone	PA - Parks and Recreation Zone
H1 - Light Industrial Zone	PR - Rural Presettlement Reserve Zone
M2 - Medium Industrial Zone (M2Pi)	RA - Rural Residential Areas Zone
V3 - Heavy Industrial Zone	RR - Rural Residential Reserve Zone
P1 - Estate Residential Zone	AR - Arable Zone
P2 - Strategic Residential Reserve (SRR)	DR - Dryland Crop Zone
P3 - Strategic Residential Reserve (SRR)	GR - Green Belt Zone





### Application Map Series

- Subject Property  Official Plan Landuse  
 Existing Zoning  Aerial Image

### Property Information

Civic Address: 1187 Great Northern Road  
 Roll No.: 030085066000000  
 Map No.: 126/1-141  
 Application No.: A-10-17-Z  
 Date Created: September 25, 2017

### Legend

-  Subject Property 1187 GNR  
 Parcel Fabric



**City of  
Sault Ste. Marie**

### Planning and Enterprise Services

Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstmarie.ca](http://saultstmarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)  
 This map is for general reference only  
 Orthophoto: None  
 Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

0 10 20 40 Meters  
 12500



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW NO. 2017-202**

**STREET ASSUMPTION:** (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" to this by-law.

**2. SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the date of its final passing.

**PASSED** in open Council this 23<sup>rd</sup> day of October, 2017.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A" TO BY-LAW 2017-202

1) **BLACK ROAD**

PIN 31505-0096 (LT)  
PT BLACK RD RCP H735 TARENTORUS PT 1 1R6879 S/T THE  
INTEREST OF THE MUNICIPALITY; SAULT STE. MARIE

2) **THIRD LINE EAST**

PART PIN 31562-0431 (LT)  
ALL OF LTS 55 TO 60 INCLUSIVE, 198 TO 206 INCLUSIVE, 235 TO 246  
INCLUSIVE, 270 TO 280 INCLUSIVE, 303 TO 306 INCLUSIVE AND  
PART OF LTS 54, 61, 62, 197, 207, 208, 234, 247, 269, 281 AND 302,  
PARTS OF BUSH STREET, MORIN STREET, NELSON STREET,  
NORTH STREET AND WILSON STREET AND ADJACENT LANES  
(CLOSED BY BY-LAW 2003-66, T-455893) PLAN 703, DESIGNATED AS  
PART 1 PLAN 1R11776; SAULT STE. MARIE.

3) **INDUSTRIAL PARK CRESCENT**

PART PIN 31561-0027 (LT)  
PT LT 1 RCP H744 BEING PT 1 1R4685; SAULT STE. MARIE

4) **FIFTH LINE ROAD EAST**

PART PIN 31509-0097 (LT)  
PT LT 16 RCP H743 BEING PT 2 1R2634; SAULT STE. MARIE

5) **WILDERNESS COURT**

PIN 31509-0174 (LT)  
WILDERNESS COURT, PLAN 1M585 PART OF THIS STREET IS  
SURFACE RIGHTS ONLY IN B4867; SAULT STE. MARIE

6) **WHITEPINE COURT**

(a) PIN 31509-0173 (LT)  
WHITEPINE COURT, PLAN 1M585, PART OF THIS STREET IS  
SURFACE RIGHTS ONLY IN B4867; CITY OF SAULT STE. MARIE

(b) PIN 31509-0006 (LT)  
PCL 6-1 SEC 1M480; BLK 6 PL1M480 TARENTORUS; SAULT STE.  
MARIE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-203**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for the Bruce Street Reconstruction Agreement for Engineering Services.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 23, 2017 between the City and WSP Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Bruce Street Reconstruction Agreement for Engineering Services.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 23<sup>rd</sup> day of October, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

**M.E.A. / C.E.O.**  
**CLIENT / ENGINEER AGREEMENT**  
**FOR**  
**Professional Consulting Services**  
**2016**

**AGREEMENT CONTENTS**

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ARTICLE 3 - FEES AND DISBURSEMENTS.....	- 17 -
ARTICLE 4 – FORM OF AGREEMENT.....	- 21 -
ARTICLE 5 – ATTACHMENTS.....	- 22 -

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 23<sup>rd</sup> day of October A. D. 2017**

**-BETWEEN-**

**THE CORPORATION OF The City of Sault Ste. Marie**

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

**-AND-**

**WSP Canada Inc.**

Hereinafter called the 'Engineer'

**THE PARTY OF THE SECOND PART**

WHEREAS the Client intends to (Description of Project)

**Bruce Street Reconstruction**

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## **DEFINITIONS**

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services -
- c) RFP -
- d) Addenda –
- e) Order of Precedence:
  - i. Addendums
  - ii. Request for Proposal issued
  - iii. Proposal submission document including detailed Work Plan and Fee Estimate

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

### 1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in **Articles 3.2.2, 3.2.4 and 3.2.5**.

### 1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally

liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be **\$2,000,000.00**per occurrence and in the aggregate for general liability and **\$2,000,000.00** for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of **\$1,000,000.00**per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to

information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation
  - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grievous party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
  - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
  - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
  - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
  - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
  - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
  - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.
- 3) Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
    - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
    - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
    - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
    - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
    - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43.*

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

**1.24 Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

## ARTICLE 2 – SERVICES

### 2.1 Consultant's Services for Preliminary Design of the Project

The Consultant shall provide the Services for preliminary design for the Project and such work shall include the following:

1. Meet with the appropriate representatives of the municipality.
  - a) Obtain full information on existing and proposed municipal services, roads and other facilities.
  - b) Obtain the Client's standard criteria for design.
  - c) Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, drainage and existing municipal services.
3. Establish the design criteria for the design of the Project.
4. Recommend environmental parameters for the design.
5. Assemble existing soils data and conduct additional soils program, if required.
6. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
7. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
8. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bays, entrances, intersecting roads and other cross section elements.
9. Concept design of interchanges and intersections.
10. Preparation and distribution of minutes of Project meetings.
11. Correspondence with governmental ministries, agencies and other public authorities for design information.
12. General drainage requirements.
13. Preliminary property and right-of-way requirements.
14. Major utility installations and adjustments.
15. Review and utilization of the detailed topographic survey provided by the Client and supplemental survey work necessary for the provisions of the services herein and,
  - a) For the assessment and verification of feasibility of engineering

alternatives considered for the Project.

- b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
  - c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
16. Preparation of Preliminary Design Drawings.
  17. Preliminary construction cost estimates.

## **2.2 Client's Services for Preliminary Design**

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. Available Traffic or Transportation Study Reports of the area.
4. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
5. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

## **2.3 Consultant's Services for Detailed Design of the Project**

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Supplemental field survey work required after the design criteria and functional alignment have been established, which shall include all supplemental survey work necessary for the establishing of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
3. Drainage studies and the preparation of detailed design drawings and specifications for storm sewers and all necessary drainage works.

4. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
5. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment, deems advantageous to the Client.
6. The preparation of appropriate plans showing any lands or interests in land required for the Project.
7. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
8. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.
9. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
10. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
11. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
12. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
13. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
14. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

#### **2.4 Client's Services for Detailed Design**

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.7.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the

property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.

3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.
6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this agreement.

## **2.5 Consultant's Services for Construction Administration on the Project**

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

### **(a) Administrative Services During Construction**

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and preparation of change orders.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.

7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
10. Schedule and attend job meetings as deemed necessary.
11. Report on the progress of construction to the Client.

**b) Resident Staff Services during Construction**

Resident staff services will be provided by the Consultant on a full time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
7. Maintain sufficient data to determine periodic progress of the Project.
8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

**2.6 Client's Services for Construction Administration**

The Client shall provide the Consultant with the following Services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.7.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property

considerations, maintenance of public services and traffic.

2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 Basis of Payment (Strike out those that do not apply)

#### 3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

#### CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

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### **3.2.2 Fees Calculated on a Time Basis**

#### **3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade:      Hourly Rate: **Refer to Schedule A**

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Lump Sum Fee**

#### **3.2.3.1 Lump Sum Fee Basis**

- a) ~~Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.~~
- b) ~~Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of \_\_\_\_% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.~~
- c) ~~If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- d) ~~HST will be added to the Lump Sum Price.~~

#### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

#### **3.2.5 Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them

in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of **\$217,859** plus applicable taxes made up as follows:
  - (i) **\$217,859** plus applicable taxes for Core Services as described in Schedule A; and,
  - (ii) **\$0.00** plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### **3.3 Payment**

#### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of **12** percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

#### **3.3.2 Fees Calculated on a Percentage of Cost Basis**

##### **a) Monthly Payment**

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of \_\_\_\_\_ percent (\_\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.~~

##### **b) On Award of Contract**

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer~~

shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within \_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the \_\_\_\_ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

### **3.3.3      Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of **12 %** per annum.

## ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: WSP Canada Inc.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 12<sup>th</sup> Day of October 20 17

Signature	
Name	David Spacek, P.Eng.
Title	Manager of Municipal Infrastructure – Northern Ontario

THE CORPORATION OF The City of Sault Ste. Marie

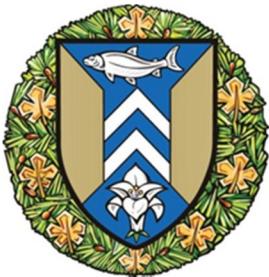
The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 23<sup>rd</sup> Day of October , 20 17

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	City Clerk

## **ARTICLE 5 – ATTACHMENTS**

- **RFP**
- **Proposal**



**The Corporation of the City of Sault Ste. Marie**  
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca) | 705.759.2500 | [info@cityssm.on.ca](mailto:info@cityssm.on.ca)

## **Request for Proposal**

Engineering Services – Reconstruction of Bruce Street – Queen Street East to Wellington Street East

### **1.0 INFORMATION TO PROPOSONENTS**

#### ***1.1 Introduction***

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed reconstruction of Bruce Street from Queen Street East to Wellington Street East.

Engineering services required for this project include the design, contract administration and field inspection associated with reconstruction of the road including watermain, storm and sanitary sewers.

#### ***1.2 Date and Place for Receiving Proposals***

All proposals must be sealed and delivered to:

**The City of Sault Ste. Marie  
Engineering Division  
99 Foster Drive – 5<sup>th</sup> Floor  
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

**Date: Wednesday, August 16, 2017 at 11am.**

Proposals received later than the date and time specified will not be accepted.

The contact person for this RFP will be:

**Carl Rumiel, P.Eng**  
Design & Construction Engineer  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca) or (705) 759-5379

It will be the proponent's responsibility to clarify any questions before submitting a proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

### ***1.3 Errors, Omissions, Clarifications***

Any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions should be addressed to Mr. Carl Rumiel, Design and Construction Engineer, telephone 705-759-5379, e-mail [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca).

Proposals must be limited to ten (10) pages, single sided including appendices.

### ***1.4 Withdrawal/ Decline of Proposal***

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

Proponents on the City's VOR list for this infrastructure category need not submit a proposal if the proponent so chooses. Failure to submit a proposal will not result in removal of the proponent from the VOR list. A letter to the City declining this RFP would be appreciated.

### ***1.5 Informal Proposals***

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

### ***1.6 Proposal Evaluation***

All proponents have been prequalified on the City's VOR list. Therefore, the successful proponents will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below.

A committee composed of City staff will be used in the selection process and the following points will be scored:

- 1) Consulting team's ability outlining expertise in municipal road construction including storm sewer, sanitary sewer and watermain. Include relevant past experience on similar projects; **(40 points)**
- 2) Detailed proposed work program methodology; **(30 points)**
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; **(10 points)** and

- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall include work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement. **(20 points)**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

**Four (4) copies of the complete proposal submission must be received.**

**Proponents are also required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

#### ***1.7 Conditions and Requirements of Work***

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, or by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to [a.iacoe@cityssm.on.ca](mailto:a.iacoe@cityssm.on.ca). Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

#### ***1.8 Proposal Left Open***

The Proponent shall keep their proposal open for acceptance for sixty (60) days after the closing date.

### **1.9 Schedule**

- (A) Release of RFP: July 26, 2017
- (B) Submission of Proposal: August 16, 2017
- (C) Recommendation of Award: September 11, 2017
- (D) Signing of Agreement: September 25, 2017 (pending Council approval)
- (E) Commencement of Services: September 25, 2017
- (F) Construction Commencement: Spring 2018

The City reserves the right to alter the scheduling of items "C" to "F". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

### **1.10 Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

### **1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

### **1.12 Confidentiality**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

### **1.13 Municipal Freedom of Information & Protection of Privacy Act**

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

### ***1.14 Indemnification***

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

## **SECTION 2**

### **TERMS OF REFERENCE**

#### **2.1 INTRODUCTION**

The City of Sault Ste. Marie is requesting proposals for engineering services associated with proposed reconstruction of Bruce Street from Queen Street East to Wellington Street East.

Engineering services required for this project include the design, contract administration and field inspection of a municipal road including the associated underground services (refer to the attached plan).

Therefore the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. The detailed total station survey will be completed by a City survey crew.

#### **2.2 EXISTING DOCUMENTATION**

It will be up to the Proponent to become familiar with the details of the following document if they see fit:

- Downtown Development Strategy  
<http://www.saultstemarie.ca/downtowndevelopment>

#### **2.3 MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT REQUIREMENTS**

This project is a Schedule A+ Municipal Class EA. The successful proponent will be required to prepare information displays and attend one public information session.

#### **2.6 DESIGN OF THE PROPOSED IMPROVEMENTS**

The successful consultant will use engineering principles to re-design a municipal road that meets current City standards.

#### **2.7 PROJECT REQUIREMENTS**

##### Communications - Meetings, Workshops and Public Information Centres

The minimum is expected to be:

- 3 Design Meetings with City staff
- 1 Public Information Session
- Contract/ tender preparation
- Contract administration

- Resident site inspection

#### Project Scope and Time-Frame

It is anticipated that the project will be tendered in March of 2018 with construction completed by November 2018 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement being approved by Council in September 2017.

#### **2.8 PROJECT DELIVERABLES**

The project deliverables shall include:

- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- MOECC ECA application package for storm and sanitary sewers
- Preparation of all contract documents
- Contract Administration

# ENGINEERING SERVICES

## RECONSTRUCTION OF BRUCE STREET - QUEEN STREET TO WELLINGTON STREET EAST

SERVICE PROPOSAL



WSP  
185 EAST STREET  
SAULT STE. MARIE, ON, CANADA P6A 3C8

TEL: +1 705 942-2070  
FAX: +1 705 942-3532  
[wsp.com](http://wsp.com)



August 16, 2017

Carl Rumiel, P.Eng., Design & Construction Engineer  
The City of Sault Ste. Marie  
Engineering Division  
99 Foster Drive – 5th Floor  
Sault Ste. Marie, Ontario, P6A 5X6

Dear Mr. Rumiel:

**Subject: Engineering Services – Reconstruction of Bruce Street – Queen Street East to Wellington Street East**

It is with great pleasure that WSP submits our proposal to provide engineering services for this most interesting street reconstruction project.

WSP has been involved in many street reconstruction projects similar to this one: Kohler Street, Upton Road, Forest Avenue, and Coulson Avenue.

We confirm that the undersigned is authorized to bind WSP to the contents of our proposal including pricing.

Yours sincerely,

Doug Leask, C.E.T.  
Interim Director  
Municipal Infrastructure - Sault Ste. Marie

DSL/jlb  
Encl.

WSP ref.: P17-11074-66

185 East Street  
Sault Ste. Marie, ON, Canada P6A 3C8

Tel.: +1 705 942-2070  
Fax: +1 705 942-3532  
[wsp.com](http://wsp.com)

WSP Canada Inc.



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# 1 INTRODUCTION/UNDERSTANDING

The City of Sault Ste. Marie is proceeding with a project that will see the last leg of Bruce Street in the downtown reconstructed. WSP has completed many projects of great similarity to this one, and primarily the same staff members from these previous projects will be part of the Bruce Street project, bringing forward once again a complete team who understands all facets of the project and its needs.

Bruce Street will be reconstructed from Queen Street to Wellington Street East (approximately 300 metres). The figure attached to the Terms of Reference will include all three (3) intersections at Queen, Albert, and Wellington Street. The Work will include reconstruction of the Municipal Road. A field investigation of associated underground services will be completed to confirm the need for replacement. It is recognized that the sanitary and storm sewers are expected to be replaced.

It is understood that the PUC will require the existing watermain be replaced. WSP would be prepared to work with the PUC to include their work in the project if this is desired by the Municipality. It is understood that the new roadway will be basically the same width and, at the last street landscaping will consist of unit pavers and possibly some trees. As well, the existing electrical plant and lighting will not change.

The project is a Class A + Municipal Class EA.

# 2 PROGRAM METHODOLOGY

A project of this nature requires a continuous flow of tasks to achieve a successful outcome. The planning of tasks is of extreme importance. The methodology is directed by the tasks and the efforts of the team.

At the outset, WSP will convene a Project Kickoff Meeting. This meeting will allow WSP to receive all existing information such as drawings, existing reports and the results of the topographical survey.

Immediately following, the base drawings will be created utilizing a plan and profile format at a scale of 1:250 H to 1:50 V. Once initial base drawings are created, they will be used to initiate a geotechnical report. A total of four (4) bore holes will be advanced to a depth of 3-5 metres. Traffic signs and cones will be utilized to have the least impact on traffic.

All soil samples will be tested for natural moisture content, grain size distribution and Atterberg Limit testing should cohesive soils be encountered. One sample will be tested for analysis of pH, resistivity, redox potential, and sulphide and sulphate concentrations to assess corrosivity as input to design of concrete and metal. A complete report with recommendations for service design and pavement design will be provided.

The Preliminary Design will firstly investigate the service utilities which will be replaced and in discussion with the Municipality determine the exact scope of the design. Preliminary design of storm and sanitary sewers will be developed. Initial roadway profiles and cross sections will be utilized to determine the most suitable geometry. Once complete, a preliminary report will be issued and presented. Intersection design alternatives will be created for all three major intersections.

The Final Design will incorporate any required changes and develop the final drawings and contract specifications and documents. The drawings will indicate all new work, details, and cross sections. Work templates will be created for use during construction.

It is of real concern that the constructability of the design be reviewed to ensure a smooth progress of the work during construction. Our most senior Contract Administrator, Robert St. Amour will complete a Preliminary and Final Constructability review.

Following acceptance of the Final Design, a Public Notice to invite interested parties to a Public Meeting will be circulated. At this meeting, attendance and comments will be gathered. WSP will be available to explain the project and answer any questions that arise. A static display of the project will be created to illustrate the work and allow the public to “walk through” the project.

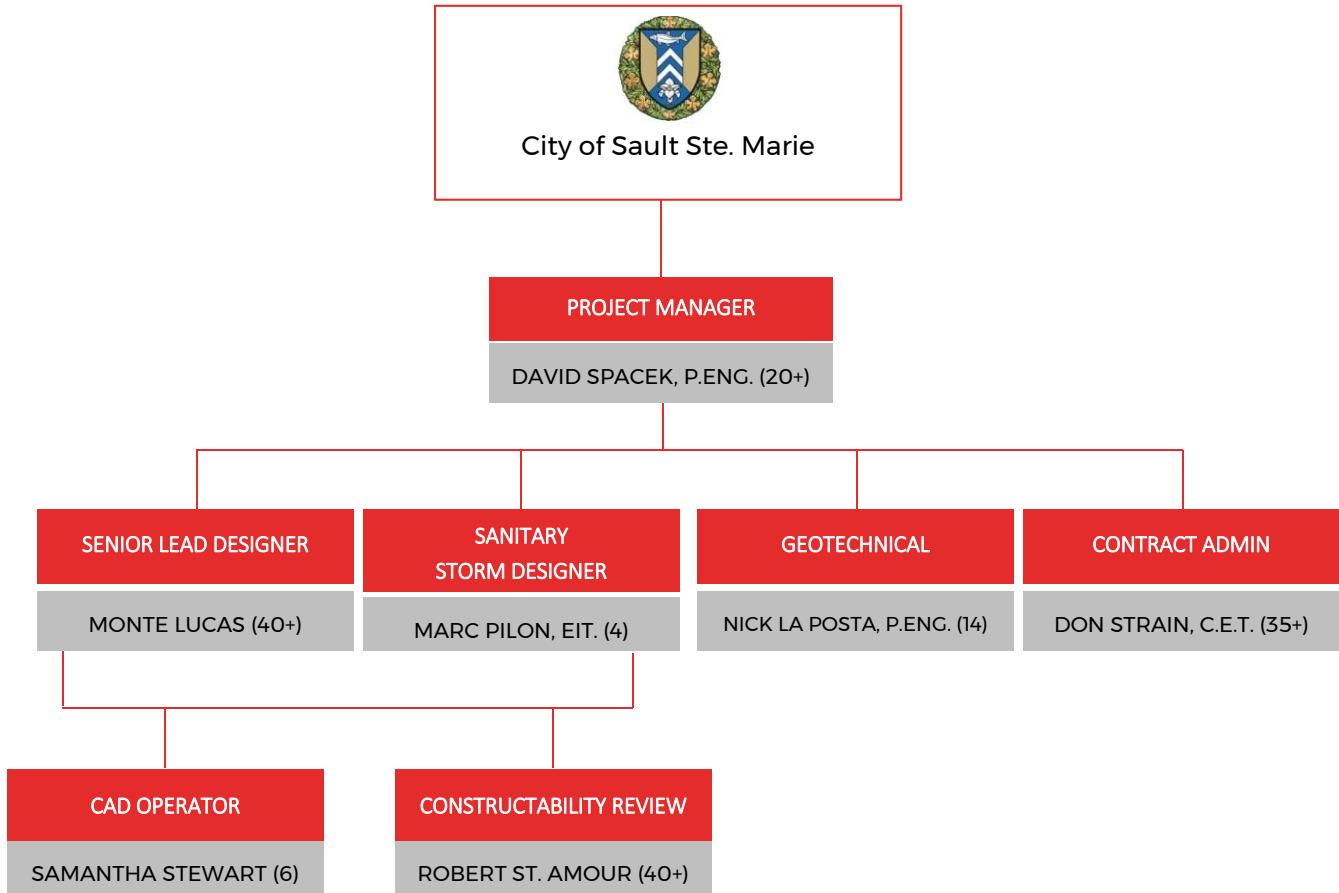
A Class B Final Estimate will be prepared and presented as part of the Final Design Presentation. At this point the application to the Ministry of the Environment and Climate Change (MOECC) for approval to construct new sanitary and storm sewers will be submitted.

Once the Final Design is accepted, a tender procedure will be developed. It will include preparation of a Tender Advertisement, accommodating all questions during the tender period and a Tender Report with a recommendation following tender close.

WSP will provide for all Contract Administration following award of a contract. Our Contract Administrator, Don Strain, will attend the project full time and will be provided field technician assistance when required. Mr. Strain has completed many projects of this exact nature and is well regarded for his experience. Project Management assistance will be provided as required.

# 3 PROJECT TEAM

## 3.1 ORGANIZATIONAL CHART



## 3.2 PROJECT TEAM

For a project of this nature, a team requires significant experience. The WSP team put forward for this engineering assignment has a high level of experience and we are confident of their ability to see this project through to a successful completion. This team has seen many similar projects and is keenly aware of accuracy, continuity, value of engineering and public contact.

### DAVID SPACEK, P.ENG.

Mr. Spacek has over 20 years' experience in civil and structural engineering. He is fully versed in the linear municipal (service) and roadway work of this project. He will oversee the entire project. He will be the point of contact for the Municipality.

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#### **MONTE LUCAS**

Mr. Lucas is a Senior Design Technician in the WSP Sault Ste. Marie office, and has over 30 years' experience in the design of urban renewal programs, linear infrastructure, and road transportation projects. He has detailed knowledge of the unique infrastructure challenges in Northern Ontario and the cost of infrastructure renewal. Mr. Lucas has been the lead designer for many street reconstruction projects for the City of Sault Ste. Marie including Kohler Street, John Street, Carmen's Way, and the South Market Street Extension.

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#### **NICK LA POSTA, P.ENG.**

The proposed project manager for the geotechnical investigation is Nick La Posta. Mr. La Posta is a senior geotechnical engineering and the team leader in the WSP Barrie office. He has been managing geotechnical investigation projects for over 14 years. Nick has managed complex land development projects from conception through investigation through detailed design. He also manages projects during the construction phases. Nick has been a registered Professional Engineer since 2006.

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#### **DON STRAIN, C.E.T.**

Mr. Strain is a Certified Civil Engineering Technologist with over 30 years of experience in the construction and Municipal Infrastructure fields. Mr. Strain is fluent in various Engineering Technology design programs. He has a strong background in working with the Ministry of Transportation of Ontario, the Ministry of Natural Resources, and utility distribution companies, along with various field and surveying firms, giving him a firm grasp on the ins and outs of construction and consulting services and requirements. He is very experienced in the implementation of construction contracts.

## **4 SCHEDULE**

A full schedule follows this page. It depicts the Preliminary Design, Final Design, MOECC Application, Tendering, and Contract Administration. The required design meetings are indicated as Milestones.

## **5 COST**

The Total Estimated Cost for the complete engineering project is \$217,859.00 (HST Excluded). This is indicated on the Resource Allocation Matrix which follows.

The total value of Item 1 is offered as an upset fee and will not increase without the written prior agreement of the City.

Items 2 and 3 are for the Tender Procedure and Contract Administration. WSP believes full-time resident inspection along with some part-time technical assistance as required is necessary for the construction. The Contract administration estimate includes our estimate of the needs and assuming the Resident Site Inspector will attend the site for 29 week.

Items 2 and 3 are offered as an estimated fee and will not increase without prior consent from the City.

The cost does not include application fees, permit fees or advertising fees. Incidental disbursements have been included.

## Detailed Project Schedule

ID	Task Name	Duration	Start	Finish	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
0	<b>Project Schedule: Engineering Services – Reconstruction of Bruce Street</b>	<b>310 days</b>	<b>Mon 9/25/17</b>	<b>Fri 11/30/18</b>															
1	1 Preliminary Design and Public Information	27 days	Mon 9/25/17	Tue 10/31/17															
2	2 Meeting #1	0 days	Mon 9/25/17	Mon 9/25/17	◆ 9/25														
3	3 Meeting #2	0 days	Tue 10/31/17	Tue 10/31/17		◆ 10/31													
4	4 Final Design	24 days	Wed 11/1/17	Mon 12/4/17															
5	5 Meeting #3	0 days	Thu 11/30/17	Thu 11/30/17		◆ 11/30													
6	6 MOECC Environmental Compliance Approval	85 days	Mon 12/4/17	Fri 3/30/18															
7	7 Tendering	17 days	Sat 4/7/18	Mon 4/30/18															
8	8 Contract Administration	144 days	Tue 5/15/18	Fri 11/30/18															

Proposal No.: P17-11074-66  
 Date: Wed 8/16/17 Page 1 of 1  
 File: P17-11074-66\_Project Schedule\_20170810

Task

Milestone

◆

Summary

Project Summary

Manual Task

Manual Summary

Project Summary

**Project: Engineering Services – Reconstruction of Bruce Street**

**Location: Queen Street East to Wellington Street East**

**RESOURCE ALLOCATION MATRIX**



Task Description		Hourly Rate	David Spacek Project Manager - QA/QC	Monte Lucas Senior Civil Designer	Marc Pilon Sanitary/Storm Designer	Technical Assistance	Don Strain Contract Administrator	Samantha Stewart CAD Operator	Nick La Posta Geotechnical	Robert St. Amour Constructability Review	Clerical Support	TOTAL HOURS	Total Task Fees	Disbursements	TOTAL TASK COSTS
			David Spacek Project Manager - QA/QC	Monte Lucas Senior Civil Designer	Marc Pilon Sanitary/Storm Designer	Technical Assistance	Don Strain Contract Administrator	Samantha Stewart CAD Operator	Nick La Posta Geotechnical	Robert St. Amour Constructability Review	Clerical Support				
<b>1 Design</b>															
1.1	Project Management		32								12	44	\$ 6,000	\$ 500	\$ 6,500
1.2	Project Design Kick-off Meeting (Meeting 1)		2	2	2					2	2	10	\$ 1,174	\$ -	\$ 1,174
1.3	Receive and Review All Existing Information			4	4					4		12	\$ 1,204	\$ -	\$ 1,204
1.4	Receive and Review All Survey Information				2					6		8	\$ 730	\$ -	\$ 730
1.5	Prepare Base Drawings				4					60		64	\$ 5,252	\$ -	\$ 5,252
1.6	Geotechnical Report				2	2				8		12	\$ 1,306	\$ 12,300	\$ 13,606
1.7	Develop Storm Sewer Design				2	8	12			8		30	\$ 3,114	\$ -	\$ 3,114
1.8	Develop Sanitary Design				2	8	6			8		24	\$ 2,550	\$ -	\$ 2,550
1.9	Develop Preliminary Design Report				2	4	4			2	8	24	\$ 2,568	\$ -	\$ 2,568
1.10	Present Preliminary Design Report (Meeting 2)				1	1	1			2		5	\$ 667	\$ -	\$ 667
1.11	Create and Distribute Public Notices					2				2		6	\$ 534	\$ -	\$ 534
1.12	Finalize Design and Construction Drawings				4	40	6	16		80		162	\$ 15,768	\$ -	\$ 15,768
1.13	Public Information Session				2	4				4		12	\$ 1,278	\$ -	\$ 1,278
1.14	Prepare Contract Specifications and Documents					16						8	\$ 2,528	\$ -	\$ 2,528
1.15	Prepare Construction Estimate				2	6						2	\$ 1,028	\$ -	\$ 1,028
1.16	MOECC Environmental Compliance Approval				4	8						12	\$ 1,684	\$ -	\$ 1,684
1.17	Final Design Presentation (Meeting 3)				2	2	2			2		10	\$ 1,174	\$ -	\$ 1,174
Total Group Hours		25	113	37	16	8	174	6	24	22	425				
Total Group Costs		\$ 4,125	\$ 14,464	\$ 3,478	\$ 1,200	\$ 720	\$ 13,746	\$ 840	\$ 2,856	\$ 1,320		\$ 42,749	\$ 12,600	\$ 55,349	
<b>2 Tendering</b>															
2.1	Prepare Tender Ad					2					1	3	\$ 316	\$ -	\$ 316
2.2	Complete Tender				1	4	2				2	9	\$ 985	\$ -	\$ 985
2.3	Post Tender Report and Recommendation				1	6					2	9	\$ 1,053	\$ -	\$ 1,053
Total Group Hours		2	12	2	0	0	0	0	0	0	5	21			
Total Group Costs		\$ 330	\$ 1,536	\$ 188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300		\$ 2,354	\$ -	\$ 2,354
<b>3 Contract Administration</b>															
3.1	Pre-construction Meeting				2	3					2	7	\$ 834	\$ -	\$ 834
3.2	Contract Administration (Assumed 29 Weeks)						100	1450			50	1,600	\$ 141,000	\$ 5,000	\$ 146,000
3.3	Project Management				10	75						85	\$ 11,250	\$ -	\$ 11,250
3.4	Warranty Inspection					4		16			2	22	\$ 2,072	\$ -	\$ 2,072
Total Group Hours		12	82	0	100	1466	0	0	0	54	1,714				
Total Group Costs		\$ 1,980	\$ 10,496	\$ -	\$ 7,500	\$ 131,940	\$ -	\$ -	\$ -	\$ -	\$ 3,240		\$ 155,156	\$ 5,000	\$ 160,156
<b>TOTAL PROJECT HOURS</b>		39	207	39	116	1474	174	6	24	81	2,160		\$ 200,259	\$ 17,600	\$ 217,859
% of Total Time		3%	13%	2%	4%	66%	7%	0%	1%	2%					

**SCHEDULE “A”**

## **SCHEDULE A**

### **1. Fee Estimate**

The estimated total fees for the assignment, including all expenses and disbursements are shown on the following table. The Total Fee for the assignment will not be exceeded without the approval of the **Corporation of the City of Sault Ste. Marie**.

Description of Services	Scope of Work	Estimated Fee
Design	Article 2 - Services	\$55,349
Tendering		\$2,354
Contract Administration		\$160,156
<b>TOTAL ESTIMATED FEE</b>		<b>\$217,859</b>

Fees do not include H.S.T.

### **2. Billing Rates**

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	BILLING RATES
Senior Consultant	\$160 - \$195 / hr.
Senior Engineer / Project Manager	\$110 - \$170 / hr.
Intermediate Engineer	\$90 - \$110 / hr.
Junior Engineer	\$80 - \$95 / hr
Senior Technician / Designer	\$85 - \$120 / hr
Intermediate Technician / Designer	\$75 - \$105 / hr
CAD Operator	\$75 - \$85 / hr
Junior Technician	\$65 - \$85 / hr
Secretarial	\$65 / hr

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-204**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Black Road Reconstruction Agreement for Engineering Services.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 23, 2017 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Black Road Reconstruction Agreement for Engineering Services.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 23<sup>rd</sup> day of October, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

Dated the 23<sup>rd</sup> day of October, 2017

**-BETWEEN-**

**THE CORPORATION OF The City of Sault Ste. Marie**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**AECOM Canada Ltd.**

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering for the Reconstruction of Black Road from Second Line East to Third Line East, including detail design, and construction administration and field inspection services.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## **DEFINITIONS**

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services - As per Article 2 – Services to be Provided.
- c) RFP – Request for Proposal
- d) Addenda – N/A
- e) Order of Precedence:
  - i. Addendums
  - ii. Request for Proposal issued
  - iii. Proposal submission document including detailed Work Plan and Fee Estimate

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project under the general direction and control of the Client.

### 1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2.

### 1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including

liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

**1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

**1.12 Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

**1.13 Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation
  - a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
  - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
  - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
  - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
  - c) If not agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
  - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
  - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
  - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
  - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements established for each task and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make

any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

**1.23 Estimates, Schedules and Staff List**

**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

**1.24 Additional Conditions**

N/A

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

### **2.01 Consultant's Services for the Reconstruction of Black Road from Second Line East to Third Line East**

The Consultant shall provide consulting engineering services in the time frames provided in accordance with AECOM Proposal entitled "The Corporation of the City of Sault Ste. Marie - Reconstruction of Black Road – Second Line East to Third Line East" dated August 21, 2017 (attached).

### **2.02 Client's Services for the Reconstruction of Black Road from Second Line East to Third Line East**

The Client shall provide the Consultant with:

1. Copies of available information, investigations/studies undertaken for or related to the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
4. Digital survey data.
5. Base plan with property fabric.
6. CCTV inspections of all sewers, where applicable.
7. Publication of notices to the public.
8. Assisting the Consultant to gain access to private properties.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment** (Strike out those that do not apply)

**3.2.1 Fees Calculated on a Percentage of Cost Basis**  
**(Not Applicable)**

**3.2.2 Fees Calculated on a Time Basis**

**3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification	Billing Rate (\$/hour)
Senior Engineer/Director	\$160 - \$180/hr.
Project Manager	\$140 - \$160/hr.
Design Engineer	\$110 - 130/hr.
Senior Technician/Designer	\$80 - \$110/hr.
Junior Technician	\$60 - \$80/hr.
Senior Inspector	\$70 - \$90/hr.
Junior Inspector	\$60 - \$80/hr.
Support Staff	\$60 - \$75/hr.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

**3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

**3.2.3 Lump Sum Fee**  
**(Not Applicable)**

**3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

### **3.2.5 Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed **\$267,000.00** (plus tax) unless prior written approval is obtained from the Client.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Article 2. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Article 2, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

## **3.3 Payment**

### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

**3.3.2 Fees Calculated on a Percentage of Cost Basis**  
**(Not Applicable)**

**3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This    Day of                 , 2017

Signature	
Name	Chris Redmond, P. Eng.
Title	Senior Vice President

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This    Day of                 , 2017

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	City Clerk

## **ARTICLE 5 – ATTACHMENTS**

1. AECOM Proposal "City of Sault Ste. Marie – Reconstruction of Black Road – Second Line East to Third Line East" dated August 21, 2017.

The Corporation of the City of Sault Ste. Marie  
**Reconstruction of Black Road – Second  
Line East to Third Line East**

**Submitted by:**

AECOM

523 Wellington Street East  
Sault Ste. Marie, ON, Canada P6A 2M4  
[www.aecom.com](http://www.aecom.com)

705 942 2612      tel  
705 942 3642      fax

**Date:** August, 2017

**Proposal:** 04001915.Reconst of Black Rd.

August 21, 2017

Mr. Carl Rumiel, P. Eng.  
Design & Construction Engineer  
The City of Sault Ste. Marie, Engineering Division  
99 Foster Drive – 5<sup>th</sup> Floor  
Sault Ste. Marie, Ontario, P6A 5X6

Dear Mr. Rumiel:

**Regarding: Request for Proposal – Engineering Services  
Reconstruction of Black Road – Second Line East to Third Line East**

AECOM is pleased to submit a Proposal to provide consulting engineering services to undertake the work described in your Request for Proposal for the Reconstruction of Black Road. We are prepared to commit an experienced and dedicated team of professionals, with expertise in preliminary and detail design, contract administration and site supervision, to provide an economically feasible, environmentally acceptable, durable and technically competent project.

Our proposal outlines our understanding of the project requirements, highlights our ability and relevant past experience, describes the project team and outlines the activities that must be completed in the procurement of this assignment.

The specific advantages that our team can offer the City for this project include:

- A design team that understands the requirements of the project based on the Class EA work completed and the detail design completed for Phase 1 of the project.
- Significant experience and background knowledge relating to the road and servicing design in this area.
- Capability of compiling a comprehensive and thorough contract document package to ensure the City receives competitive construction prices and limits exposure to extras during construction.
- A highly capable construction administration and inspection team which includes a highly experienced Construction Manager and Project Supervisor with extensive municipal road and servicing experience.

We confirm that we comply with the City's pre-qualification program. We also confirm that one of the signees of this letter (i.e. Chris Redmond) is authorized to bind AECOM to the contents of our proposal inclusive of the pricing.

Thank you for the opportunity to submit this proposal. We would be pleased to elaborate on any aspect of this submission at your convenience.

Sincerely,  
**AECOM Canada Ltd.**



Rick Tamtie, P. Eng.  
Manager, Northern Ontario



Chris Redmond, P. Eng.  
Senior Vice President,

# Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

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## 1. INTRODUCTION

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The City of Sault Ste. Marie has identified a need to reconstruct Black Road from Second Line to Third Line. This submission has been prepared in response to a Request for Proposal (“RFP”) received from the City and includes preliminary and detail engineering design, preparation of construction contract package including tender documents, and the provision of construction contract supervision and administration services.

The focus of this engineering assignment will be to provide economically feasible, environmentally acceptable, aesthetically pleasing and technically competent engineering solutions to address specific needs identified in the RFP.

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## 2. PROJECT TEAM’S ABILITY AND EXPERTISE

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We are very excited to be able to offer the same project team that has been instrumental in completing many of the road and servicing projects completed over the last 20 years in the City of Sault Ste. Marie including the previous reconstruction of Black Road from McNabb Street to Second Line in the early 2000’s, the Reconstruction and Extension of Third Line from Peoples Road to the Sault Area Hospital (SAH) entrance, and most recently the Class EA and Preliminary Design of Black Road from McNabb Street to Third Line and Third Line from Black Road to SAH entrance. These previously completed similar projects provide a thorough understanding of the project requirements and challenges to be addressed. We have also completed design and construction administration assignments on behalf of the MTO which are similar in scope to this assignment.

We have identified a highly skilled project team with significant experience in the planning, design and construction of municipal road and transportation projects throughout Northern Ontario including a number of recent similar and/or directly related planning and reconstruction projects. The proposed project team members have proven, on previous assignments, that they have the technical and managerial capabilities to ensure that the project is carried out efficiently and in strict compliance with City and Third party design standards/guidelines, and within the established budget and time frame.

The four key members of our project team have been with AECOM for periods ranging from a minimum of 18 years to 35 years. Within Table 1 below, we have summarized the key team members, their respective roles on this project and relevant experience that will be instrumental in successfully delivering this assignment.

<b>Table 1: KEY PROJECT TEAM MEMBERS ROLES AND RELEVANT PAST EXPERIENCE</b>	
<b>Staff Name, Title and Key Project Responsibilities</b>	<b>Relevant Past Experience (all projects include design and construction services unless noted otherwise)*</b>
<b>Rick Talvitie, P.Eng. – Project Director/Project Engineer</b>	
<ul style="list-style-type: none"> <li>Leadership and direction to the project team;</li> <li>Overseeing the development of the preliminary and detail designs;</li> <li>Brainstorming any design options;</li> <li>Traffic control/staging;</li> <li>Conduct quality assurance reviews for all deliverables;</li> <li>Allocating staff resources to the project;</li> <li>Overseeing the project budget; and</li> <li>Sealing all construction documents and drawings.</li> </ul>	<ul style="list-style-type: none"> <li>30 years of planning, design and construction experience with a focus on Municipal Infrastructure, Provincial Highways and Waste Management. Key projects include:           <ul style="list-style-type: none"> <li>Black Road/Third Line (McNabb Street to SAH entrance) - Class EA;</li> <li>Black Road from McNabb Street to Second Line – Detail design;</li> <li>Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial);</li> <li>Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link);</li> <li>Carmen's Way from Queen Street to Wellington Street (new truck route); and</li> <li>Four Laning of Highway 17 through GRFN (construction administration/supervision) – MTO.</li> </ul> </li> </ul>
<b>Darrell Maahs, C.Tech. – Project Manager</b>	
<ul style="list-style-type: none"> <li>Overall Project Management;</li> <li>Schedule and budget control;</li> <li>Design criteria development;</li> <li>Overseeing the development of the preliminary and detail design packages;</li> <li>Brainstorming design options;</li> <li>Traffic control/staging;</li> <li>Design and construction team coordination and management;</li> <li>Tender preparation;</li> <li>Construction administration including chairing of meetings;</li> <li>Continuity through the design and construction phases;</li> <li>Evaluating and administering change orders and force accounts;</li> <li>Addressing Contractor claims/issues;</li> <li>Interpret contract documents; and</li> <li>Resolve Property Owner issues.</li> </ul>	<ul style="list-style-type: none"> <li>35 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include:           <ul style="list-style-type: none"> <li>Black Road/Third Line (McNabb Street to SAH entrance) Class EA;</li> <li>Black Road from McNabb Street to Second Line – Detail design;</li> <li>Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial);</li> <li>Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and</li> <li>Carmen's Way from Queen Street to Wellington Street (new truck route).</li> </ul> </li> </ul>
<b>Maggie McAuley, P. Eng. – Design Engineer</b>	
<ul style="list-style-type: none"> <li>Preliminary and detail storm water management design; and</li> <li>Environmental mitigation.</li> </ul>	<ul style="list-style-type: none"> <li>12 years of experience in studies, reviews, preliminary design, detailed design, approvals, preparation of contract documents, tendering and construction. Key projects include:           <ul style="list-style-type: none"> <li>Young Street and Main Pump Station ATS Replacement, Sault Ste. Marie, ON;</li> <li>Lansdowne Street Reconstruction, Chapleau, ON;</li> <li>Waterloo LRT, Kitchener-Waterloo, ON;</li> <li>Hamilton LRT, Hamilton, ON (Preliminary Design and Owner's Engineer);</li> <li>Milverton Subdivision, Milverton, ON;</li> <li>Rothsay Overflow sewer, City of Kitchener;</li> <li>Village Estates V, Wellesley, ON;</li> <li>Rice Subdivision, Grand Bend, ON</li> <li>West Hannon Subdivision, Hamilton, ON (Preliminary Design and Planning approvals only);</li> <li>Paisley Watermain, Guelph, ON;</li> <li>Hanlon Creek Business Park, Guelph, ON;</li> <li>Howitt Creek Stormwater Management Facility, Guelph;</li> <li>Twenty Road SWM Pond, Hamilton, ON;</li> <li>King Street Reconstruction, Ingersoll, ON; and</li> <li>Innerkip Waste Water Collection Systems, Innerkip, ON.</li> </ul> </li> </ul>

<b>Table 1: KEY PROJECT TEAM MEMBERS ROLES AND RELEVANT PAST EXPERIENCE</b>	
<b>Staff Name, Title and Key Project Responsibilities</b>	<b>Relevant Past Experience (all projects include design and construction services unless noted otherwise) *</b>
<b>Jerry Tulloch, C.Tech. – Senior Road and Servicing Design Technician</b>	
<ul style="list-style-type: none"> <li>• Survey data processing;</li> <li>• Base plan preparation;</li> <li>• Develop and assess design options;</li> <li>• Develop preliminary and detail designs;</li> <li>• Compilation of digital terrain model using design software;</li> <li>• Storm water flow modelling and ditch and culvert design;</li> <li>• Coordinate CAD technicians;</li> <li>• Produce plan/profile drawings, design details, design cross-sections, construction templates and the quantity estimates; and</li> <li>• As-constructed drawings.</li> </ul>	<ul style="list-style-type: none"> <li>• 28 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include:           <ul style="list-style-type: none"> <li>◦ Black Road/Third Line (McNabb Street to SAH entrance) Class EA;</li> <li>◦ Black Road from McNabb Street to Second Line – Detail design;</li> <li>◦ Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>◦ Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>◦ Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>◦ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>◦ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>◦ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>◦ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>◦ Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>◦ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial);</li> <li>◦ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and</li> <li>◦ Carmen's Way from Queen Street to Wellington Street (new truck route).</li> </ul> </li> </ul>
<b>Kerry Young, CET – Senior Design Technician and Resident Inspector</b>	
<ul style="list-style-type: none"> <li>• Produce plan/profile drawings and design details;</li> <li>• Resident site inspection;</li> <li>• Quality assurance during construction;</li> <li>• Quantity measurements for progress payments;</li> <li>• Monitor safety and traffic management;</li> <li>• Addressing Contractor claims/issues;</li> <li>• Interpret contract documents;</li> <li>• Resolve property owner issues; and</li> <li>• As-constructed drawings.</li> </ul>	<ul style="list-style-type: none"> <li>• 18 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include:           <ul style="list-style-type: none"> <li>◦ Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>◦ Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>◦ Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>◦ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>◦ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>◦ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>◦ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>◦ Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>◦ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial);</li> <li>◦ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and</li> <li>◦ Carmen's Way from Queen Street to Wellington Street (new truck route).</li> </ul> </li> </ul>

## 3. PROPOSED WORK PROGRAM / METHODOLOGY

### 3.1 Project Challenges and Success Factors

We have a thorough understanding of the commitments made through the Class EA phase and the key project challenges that will require close attention in the detail design phase.

We have gained significant experience in providing engineering services for the associated Class EA and in working closely with the project stakeholders and the area residents. We also have experience in the design and construction of Provincial highway projects that are similar in scope. We believe there are a number of challenges that will require careful attention to ensure a successful outcome to this assignment. Each of the project success factors is itemized below.

- ✓ **Storm Water Management** - Careful attention must be given to the ditch and culvert designs given the challenges many property owners voiced during the planning phase. It will be important that storm water storage is enhanced to accommodate the increase design storm intensity and modest increase in impervious surfaces within the project. We plan to model the drainage system using PCSWMM to provide a clear understanding of the pre and post construction storm water levels in the roadside ditches.
- ✓ **Traffic Control** – Given that the roadway may remain open during the construction period, close attention will be given to the staging and the safety of the motoring public. There will be a need for a number of operational constraints to ensure the roadway is appropriately restored or protected at the end of each working day.
- ✓ **Strathclair/Sinclair Access** – Construction will be ongoing during a period of time when the Strathclair and Sinclair fields will be very busy. We will develop and review options to maintain adequate accessibility throughout the construction period. This will likely include a need to establish and maintain temporary interim entrance(s).
- ✓ **Communication with Property Owners** - We understand through our past experience with other reconstruction projects the importance of communication with property owners through the design and construction phases. As noted in the Terms of Reference, we have allowed for one open house but also plan to engage property owners during the design phase as appropriate.
- ✓ **Utilities** – Aerial utilities are present along both sides of the road. The poles are located within the ditch line on both sides of the road and will be impacted by the modest widening. It will be very important to initiate contact and discussions with the Utility Agencies very early in the design phase to facilitate the coordination and advance relocations prior to construction. We will leverage the contacts made during the planning phase to assist in expediting this task. We anticipate a significant level of effort will be required to coordinate the various utility requirements and to ensure this item is addressed in a timely manner.
- ✓ **Street Lighting** – There is a requirement to extend the street lighting along Black Road from Strathclair northerly to Third Line. We have staff in-house that were involved in the design of the lighting upgrades along Black Road from McNabb Street to Second Line that are familiar with the project and can move forward quickly with the lighting design tasks.
- ✓ **Property** – Through the Class EA planning assignment, AECOM is preparing property plans to assist the City with the acquisition of properties from Second Line to Third Line. An Ontario Land Surveyor is needed to confirm the property fabric within this road segment before the property acquisition plans can be finalized. AECOM will make the property acquisition plans a very high priority under the current project once the property fabric is confirmed.

## 3.2 Design Tendering Phase

### 3.2.1 Project Management

**Project Management:** This task will include the implementation of all AECOM project management processes and procedures, including administrative setup in the AECOM Project Management platform, and development of Safety, Health & Environment (SH&E), Quality and Communication plans.

Each week our Project Manager will review costs posted to the project during the previous week to identify issues early and implement mitigation measures to maintain budget and schedule. Monthly project management activities include monitoring of the budget and schedule using the percent earned value method, and the review of monthly invoices.

**Project Meetings:** In accordance with the RFP, we will attend and chair one project initiation meeting and at least two additional meetings during the design phase (i.e. prior to completing the preliminary and detail designs respectively). We will also attend additional meetings at the City's discretion.

AECOM will prepare agendas a minimum of two business days before meetings, and circulate minutes within five business days after.

**RFQ for Geotechnical Investigation:** During the preliminary design phase, we will formalize the geotechnical scope of work in a Request for Quotations to be distributed to a minimum of three qualified firms. AECOM will review quotations received and provide the City with a recommendation to award the work following review of the quotations.

<b>Project Management Summary:</b>	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Project Management Plan including SH&amp;E, Quality, and Communications</li> <li><input checked="" type="checkbox"/> Meeting Agendas/Minutes</li> <li><input checked="" type="checkbox"/> RFQ for geotechnical investigation</li> <li><input checked="" type="checkbox"/> Recommendation for award of geotechnical investigation</li> <li><input checked="" type="checkbox"/> Monthly Project Status Reports outlining project progress</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie

### **3.2.2 Collect and Review Background Information and Data**

At the onset of the project, we will obtain all available background information and data relating to the project including relevant reports (eg. Strathclair/Sinclair Fields Stormwater Management), digital base plans, benchmarks, existing plan/profile drawings, other geotechnical reports, aerial photos, adjacent drainage designs including drainage area plans if any, traffic projections, electrical distribution drawings for any underground power, street lighting layout drawings, grid maps and base plans showing existing utility plant and details of any proposed utility plant improvements in conjunction with project.

The data will be catalogued and reviewed by all key members of the project team to ensure a keen understanding of existing conditions and guiding principles.

<b>Data Collection Summary:</b>	
<b>Deliverables</b>	<input checked="" type="checkbox"/> Data and Information Catalog
<b>Key AECOM Staff</b>	Darrell Maahs, Jerry Tulloch, Kerry Young

### **3.2.3 Comprehensive Field Review**

An important element in developing practical and efficient designs is to complete a detailed field review at the onset of the project. We will supplement our preliminary field review, conducted during the proposal stage, with a detailed field review to be conducted by the Project Director, Rick Talvitie, our Project Manager, Darrell Maahs, Senior Designer, Jerry Tulloch and Designer/Inspector Kerry Young.

The review will include the identification of existing stormwater management challenges, alternative entrance locations for Strathclair/Sinclair during construction, potential utility conflicts, and private property features that may be impacted by the construction.

The initial detailed field review forms the basis for finalizing the geotechnical work program and developing the preliminary and detail designs throughout the transportation corridor. We will also prepare a detailed video and photographic inventory to accurately record existing conditions including entrances, utility infrastructure, roadside features, and sight lines.

<b>Field Review Summary:</b>	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Summary Memo</li> <li><input checked="" type="checkbox"/> Photographs/videos</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young

### **3.2.4 Planning Requirements**

The Black Road Class EA was previously completed by AECOM. There was significant involvement from area property owners during the planning phase and we are familiar with those discussions and commitments made. We will continue to work with property owners through the detail design phase and will conduct an open house prior to initiating construction. This approach tends to improve the level of understanding and patience of property owners/tenants in the vicinity of the construction activity.

<b>Project Planning Summary:</b>	
<b>Deliverables</b>	<input checked="" type="checkbox"/> Project Notices <input checked="" type="checkbox"/> Open House Displays
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie

### **3.2.5 Topographical Survey and Base Plan Preparation**

Based on the RFP, it is our understanding that a topographical survey will be completed by the City and provided to the successful Consultant. Following the completion of the survey, the data will be processed and base plans will be produced by AECOM in the standard City format. In addition a digital terrain model of the original ground will be developed from the survey data and road cross-sections will be generated at a suitable interval. Ultimately the proposed designs will be superimposed on the original cross-sections and construction templates will be generated. Any as-constructed records and input from Utility Agencies will also support the base plan preparation. Furthermore, although not anticipated, AECOM has appropriate equipment and skilled resources to quickly mobilize a field crew to pick up additional detail to support the design effort if needed.

<b>Survey and Base Plans Summary:</b>	
<b>Deliverables</b>	<input checked="" type="checkbox"/> Survey data from the City <input checked="" type="checkbox"/> Base plans
<b>Key AECOM Staff</b>	Jerry Tulloch, Kerry Young

### **3.2.6 Geotechnical Investigation and Reporting**

We are familiar with the soils in this area through our work on Black Road from McNabb to Second Line. In order to assess the subsurface conditions including soil types, groundwater conditions and to provide suitable recommendations to address construction techniques, frost susceptibility, utility and culvert trench designs, excavations, dewatering, subdrainage, pipe bedding and backfill, subgrade, subbase, base and pavement designs, we are proposing to undertake a comprehensive geotechnical investigation. The geotechnical terms of reference will be developed with due consideration of the existing information available on file together with preliminary design details including proposed culvert locations and depths. At the conclusion of this task we will deliver a comprehensive geotechnical report that will form the basis for the design. We have carried a \$10,000 allowance in our fee estimate for a subconsultant.

<b>Geotechnical Summary:</b>	
<b>Deliverables</b>	<input checked="" type="checkbox"/> Geotechnical RFP <input checked="" type="checkbox"/> Geotechnical report and recommendations
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie and subconsultant

### **3.2.7 Preliminary Design**

A conceptual design was developed through the Class EA phase. A preliminary design must be developed and approved before initiating the detail design activities. In general, the horizontal and vertical alignments are generally fixed with the exception of minor changes in grade to assist with drainage and minor adjustments in the horizontal alignment to favour the side of the road where property acquisition is more readily conveyed (eg. Strathclair and solar farm).

Black Road is identified as an important spoke route for accessing the Hiawatha Park area and beyond. It is proposed to accommodate pedestrians and cyclists along the shoulders but there are a number of property constraints along the route.

Commitments were made to minimize property acquisition from private property owners while simultaneously establishing an acceptable shoulder width for pedestrians and cyclists. We will work within the established constraints and utilize, if necessary, minor alignment shifts to achieve the desired shoulder widths throughout this section.

There is also a need to establish left turn lanes to Strathclair/Sinclair and also at Third Line. The preliminary design will incorporate these supplementary turn lanes while working within the available right-of-way. We will also complete a roadside safety review and incorporate appropriate mitigation.

In each case where options are developed, we will prepare drawings or details illustrating each option, compute preliminary costs, and develop an evaluation matrix to select a preferred design. The options will be presented to City staff for discussion with our recommendations and rationalizations. Following consultation with the City, a final selection will be made and incorporated into the overall preliminary design.

At the conclusion of the preliminary design phase, the road geometrics will be finalized including horizontal and vertical alignments, intersection configurations, road cross-sections and roadside features. In addition, the illumination design will be sufficiently advanced to reflect a final layout throughout the project limits

At the conclusion of the preliminary design phase we believe that it is very important to clearly define the decisions made and the designs adopted prior to proceeding with detail design. We will summarize the final road design and servicing elements. The summary will be presented to City at the conclusion of the preliminary design phase. It has been our experience with past projects that this summary proves to be a very useful tool in future years if questions are raised relating to the design decisions made.

#### Preliminary Design Summary:

Deliverables	<input checked="" type="checkbox"/> Design Brief including drawings, and cost estimate
Key AECOM Staff	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young

### 3.2.8 Detail Design

Once the Preliminary Design has been approved by the City, we will initiate the detail design. The key activities/tasks that will be undertaken throughout the detail design phase are summarized in Figure 1 and discussed briefly below.

In the detail design phase, we will generate detail design cross-sections throughout the limits of the construction. The sections will be generated using design software and will ultimately be used to compute excavation, subbase and base quantities. These quantities will be sufficiently accurate to allow these items to be administered as plan quantity items which will reduce the staffing requirements during construction. In addition, the design sections will also be used to generate construction templates. These sections are particularly important to ensure property constraints are respected.

We will also develop all necessary design details including culvert design to mitigate frost action, pipe bedding and backfill requirements, paving details etc. Detail design drawings will be developed for all components of the work including roadway elements, illumination, signage, pavement markings, traffic and pedestrian management, staging aspects, and storm water management features. All necessary design calculations will be completed and submissions will be made for all necessary technical approvals including electrical designs. Technical approvals are likely required from PUC (electrical/lighting) and the Electrical Safety Authority (Note: we have included an allowance for the proposed new street lighting design in our fee estimate but excluded any allowance for upgrades to the existing illumination which will be vetted with PUC at the Project Initiation meeting).

We will produce a complete tender package including tender drawings, technical specifications, and tender documents. The complete tender package will be reviewed thoroughly in-house (ie; technical review meeting) prior to submission to the City and approval agencies. We will produce a detailed pre-construction cost estimate at the conclusion of the detail design phase.

Ultimately we will prepare a tender advertisement, issue tenders to interested Contractors, address any questions raised during the tender period and evaluate and report on the tenders received.

<b>Detail Design Summary:</b>	
<b>Deliverables</b>	<input checked="" type="checkbox"/> Detailed quantity/cost estimates <input checked="" type="checkbox"/> Technical approvals submission <input checked="" type="checkbox"/> Tender Package, including Issued for Tender drawings
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young

### **3.3 Contract Administration and Supervision**

Through our extensive experience in Northern Ontario, we have a thorough understanding of our responsibilities and of our Client's expectations. We will be acting as an agent to the Owner and will be entrusted to ensure appropriate materials are incorporated into the work and the quality of workmanship meets or exceeds the contract specifications. We have significant experience in the administration and inspection of municipal road, connecting link and provincial highway projects including many completed for the City.

In the following subsections we have briefly described the proposed work activities that will be undertaken by our staff. The specific tasks have also been included in Figure 1.

#### **3.3.1 Pre-Construction Phase**

Prior to initiating construction, we will ensure that the contract is properly executed and mandatory submissions are received from the Contractor including insurance certificates, Notice of Project, a clearance certificate from the Workers Safety Insurance Board, material lists, shop drawings, staging plan, traffic management plan, and construction schedule. We will also conduct a construction pre-start meeting to clearly define lines of communication, the project schedule, administrative procedures, key issues, site access, traffic routing, construction staging and the expectations of all parties involved. The meeting with the Contractor will also include participation by the City, PUC, and any relevant Utility or Provincial Agencies.

#### **3.3.2 Construction Phase**

During the construction period, we will provide a full time resident inspection services to monitor the progress of the work and ensure the Contractor is carrying out its obligations in accordance with the contract drawings, specifications and special provisions. These activities will include alignment and grade checks, coordinating compaction checks and material sampling, compliance assessment of construction procedures, environmental controls, safe work practices and operational constraints. The daily work activities will be documented in a construction diary and summarized in a weekly report. Our resident inspection staff will also be responsible for measuring quantities for progress and final payments and liaising with property owners and resolving public concerns and/or complaints.

We are fully familiar with the MTO's Construction Administration and Inspection Task Manual through our past and ongoing MTO Contract Administration assignments. We will use the manual as a guideline to ensure an appropriate level of inspection and documentation is provided.

All on-site material testing can be carried out by an independent testing firm or by our on-site staff that is trained in the safe handling and use of the compaction testing equipment, concrete field testing equipment, and survey instruments. Quality assurance testing of materials will be undertaken in accordance with the contract specifications by an independent testing laboratory. Testing costs for the above are not included in the fees.

Darrell Maahs will be responsible for the day-to-day management of staff and issues during the construction phase. This will include liaising with Municipal, PUC and Utility representatives, chairing the construction pre-start meeting and all progress meetings, issuing meeting reports, providing direction to our resident inspection staff, interpreting the contract documents, assessing claims and negotiating extra work, preparing progress and final payment certificates, conducting periodic reviews of the work including final inspections. Darrell will also coordinate the completion of as-constructed drawings and will coordinate any remedial work required throughout the maintenance period.

### **3.3.3 Post Construction Phase**

At the conclusion of the construction period, we will prepare final payment certificates and provide to the municipality an as-constructed record of the work in hardcopy and digital formats. We will also monitor the work site throughout the maintenance period and coordinate any remedial work. At the conclusion of the maintenance period, we will conduct a final inspection and identify any outstanding deficiencies. Once the deficiencies are rectified we will prepare and issue a contract release and final payment certificate.

<b>Construction Administration and Inspection Summary:</b>	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Construction Meeting Agendas/Minutes</li> <li><input checked="" type="checkbox"/> Contractor submissions and AECOM reviews</li> <li><input checked="" type="checkbox"/> Field records</li> <li><input checked="" type="checkbox"/> Weekly reports</li> <li><input checked="" type="checkbox"/> As-constructed records</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Kerry Young

## **4. Project Schedule**

We have developed an overall project schedule that we believe is realistic based on the scope of the project (refer to Figure 1). The schedule includes a construction completion date in October 2018 with final completion of asphalt surface course by June, 2019.

The schedule also includes a minimum of three design meetings with the City as follows (Note: more will be scheduled if needed):

- Project initiation meeting to confirm the project scope, deliverables, timing, and expectations;
- Preliminary design meeting to establish consensus regarding the project preliminary design; and
- Detail design meeting to establish consensus regarding the tender package.

As noted in the RFP we have also incorporated one public open house.

## **5. Fee Schedule**

**We have incorporated a very skilled and experienced project team.** Our work program incorporates a significant level of quality control and quality assurance during the design phase to ensure our tender package is “tight” to minimize the potential for significant change orders during construction. A well prepared tender package can often lead to substantial project savings. We have included on Figure 1 the name, role and billing rate for each of our proposed project team members, our total fee estimate for the assignment and the assumptions that we have applied in developing the fee estimate.

Our total estimated fee inclusive of expenses is \$267,000.00 plus tax. (Note: excludes provisional items.)



#### About AECOM

AECOM (NYSE: ACM) is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses and organizations in more than 150 countries.

As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges.

From high-performance buildings and infrastructure, to resilient communities and environments, to stable and secure nations, our work is transformative, differentiated and vital. A Fortune 500 firm, AECOM companies had revenue of approximately US \$19 billion during the 12 months ended June 30, 2015.

See how we deliver what others can only imagine at [aecom.com](http://aecom.com) and @AECOM.

#### Contact

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**SCHEDULE “A”**

**N/A**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-205**

**AGREEMENT:** (C3) A by-law to authorize the execution of the Agreement between the City and Pauline's Place Non-Profit Homes Inc. for Ontario Trillium Foundation funding for the construction of a splash pad to be located at Bellevue Park.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 23, 2017 between the City and Pauline's Place Non-Profit Homes Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for Ontario Trillium Foundation funding for the construction of a splash pad to be located at Bellevue Park.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 23<sup>rd</sup> day of October, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**THIS AGREEMENT** made this 23 day of October, 2017

B E T W E E N

**Pauline's Place Non-Profit Homes Inc.**  
Hereinafter referred to as the "Pauline's Place"

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
Hereinafter referred to as the "City"

**WHEREAS** City Council unanimously approved the construction of a splash pad to be located at Bellevue Park;

**AND WHEREAS** as part of the funding strategy for the development of the splash pad the City would collaborate with community partners;

**AND WHEREAS** Pauline's Place will be applying to the Ontario Trillium Foundation for funding;

**AND WHEREAS** a condition of such funding is that Pauline's Place enter into an agreement with the City to provide the land for the development of a splash pad to be located at Bellevue Park, 62 Lake St., Sault Ste. Marie Ontario;

**AND WHEREAS** the City is prepared to enter into this Agreement with Pauline's Place, to collaborate on the development of a splash pad.

**NOW THEREFORE** the parties agree as follows:

**1.0 PROJECT**

1.1 This Agreement pertains to the application to the Ontario Trillium Foundation for funding to support development of a splash pad to be located at Bellevue Park.

**2.0           FUNDING RECIPIENT:**

2.1           Pauline's Place is legally known as:  
Pauline's Place Non-Profit Homes Inc.  
923 Queen St E  
Sault Ste. Marie, ON P6A 2B7

2.2           The City is legally known as:  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
P O Box 480  
Sault Ste. Marie ON P6A 5X6

**3.0           PROJECT DESCRIPTION:**

3.1           Pauline's Place will be the lead applicant and will be collaborating with the City on an application to the Ontario Trillium Foundation for funding in the amount of \$150,000.00. The funds will be used to support the development of a splash pad which will be located at Bellevue Park, 62 Lake St., Sault Ste. Marie Ontario (the "Project"). A splash pad combines the sensations of water movements and interactive play elements in a "zero-depth" play space. It is constructed on a natural concrete textured deck with various activated, in ground and above ground features that spray water in different patterns and directions, cooling off the visitors on hot summer days

**4.0           CONTRIBUTION FROM CITY**

4.1           The City of Sault Ste. Marie agrees to provide the land located at Bellevue Park, 62 Lake St, Sault Ste. Marie Ontario; Queen and Shore Drive area for the funded Trillium Grant Project. The City will maintain ownership of the land.

**5.0           INSTALLATION AND MAINTENANCE**

5.1           The City acknowledges and agrees that the purchase of materials and labour to complete the Project shall be the sole responsibility of the City.

5.2           The City acknowledges and agrees that all necessary maintenance of the splash pad shall be the sole responsibility of the City.

5.3           The City shall indemnify and save harmless Pauline's Place from and against all claims, however caused, or costs incurred from defending an action arising out of the installation, maintenance or the use of the splash pad by any person or persons who may take claim against the Pauline's Place.

5.4           The parties hereto acknowledge and agree that if at any point in the future the splash pad becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

## **6.0           GENERAL PROVISIONS**

6.1           Pauline's Place accepts responsibility and accountability with respect to the Ontario Trillium Foundation (the "OTF") contract including fiscal accountability and all required reporting, and accepts OTF funding. Pauline's Place shall indemnify and save harmless the City from and against all claims, however caused, or costs incurred from defending an action arising out of the OTF contract and all matters related thereto. Pauline's Place acknowledges and agrees that all monies received by Pauline's Place from the OTF shall be allocated to the Project.

6.2           Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

6.3           A representative from Pauline's Place will be a member of the Splash Pad Development Committee whose role will be to ensure the Ontario Trillium Grant bench marks are met.

6.4           The City will supervise the Project to include financial management, purchasing and construction supervision based on Municipal policies and procedures.

6.5 Pauline's Place will provide to the City the authority to spend money on behalf of the collaborative Project based on the Project criteria. Pauline's Place will be provided financial accounts statements to track the ongoing Project development.

## **7.0 APPRECIATION**

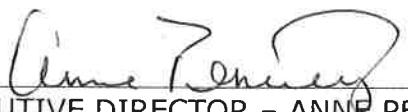
7.1 The City agrees to acknowledge the generous support of Pauline's Place in support of the splash pad development. The City agrees to provide Pauline's Place with Bellevue Park event/activity information to assist residences to become engaged and informed regarding healthy active participation opportunities.

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, except for its conflict of laws provisions.

Neither party shall assign or transfer this Agreement, in whole or in part, except to a subsidiary or affiliated company, without the prior written consent of the other, which consent shall not be unreasonably withheld.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this 23<sup>rd</sup> day of October, 2017.

**Pauline's Place Non-Profit Homes Inc.**

Per:   
EXECUTIVE DIRECTOR – ANNE PENNEY

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

Per: \_\_\_\_\_  
MAYOR – CHRISTIAN PROVENZANO

Per: \_\_\_\_\_  
CITY CLERK – MALCOLM WHITE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2017-206**

**AGREEMENT:** (P5) A by-law to authorize the execution of the Contract between the City and CIMCO Refrigeration, a Division of Toromont Industries Ltd. for a Rooftop Dehumidification System Upgrade at the John Rhodes Arena – Pad 2.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated September 29, 2017 between the City and CIMCO Refrigeration, a Division of Toromont Industries Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for a Rooftop Dehumidification System Upgrade at the John Rhodes Arena – Pad 2.

**2. SCHEDULE "A"**

Schedule "A" forms part of this by-law. Due to the volume of this Contract, a hard copy is available in the Clerk's Department for viewing.

**3. EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 23<sup>rd</sup> day of October, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**DEPUTY CITY CLERK – RACHEL TYCZINSKI**

# CCDC 2

stipulated price contract

2 0 0 8

Rooftop Dehumidification System Upgrade

John Rhodes Arena - Pad 2

City File#: 2017CDE-AR-05-T      Project#: P1148

Apply a CCDC 2 copyright seal here. The application  
of the seal demonstrates the intention of the party  
proposing the use of this document that it be an  
accurate and unamended form of CCDC 2 – 2008  
except to the extent that any alterations, additions or  
modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

#### CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on the 29th day of September in the year 2017.

**by and between the parties**

The Corporation of the City of Sault Ste. Marie.

---

hereinafter called the "*Owner*"

**and**

Toromont Cimco

---

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for  
Rooftop Dehumidification System Upgrade - John Rhodes Arena Pad 2.

---

*insert above the name of the Work*

located at

260 Elizabeth St., Sault Ste. Marie, ON.

---

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

Nor Mech Engineering Inc.

---

*insert above the name of the Consultant*

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and  
1.3 commence the *Work* by the 1st day of May in the year 2018 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 14th day of May in the year 2018.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.  
2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

### **ARTICLE A-3 CONTRACT DOCUMENTS**

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

\*

Specifications & Drawings as bound;

- Includes Addendum#1

\* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

## ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

One Hundred and Four Thousand, Seven Hundred Eighty Seven-----80 /100 dollars \$ 104,787.80

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Thirteen Thousand, Six Hundred Twenty Two-----41 /100 dollars \$ 13,622.41

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

One Hundred and Eighteen Thousand, Four Hundred Ten-----21  
/100 dollars \$ 118,410.21

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Scotia Bank

*(Insert name of chartered lending institution whose prime rate is to be used)*

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## **ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

### **Owner**

The Corporation of the City of Sault Ste. Marie.

*name of Owner\**

99 Foster Drive, Sault Ste. Marie, ON. P6A 5X6

*address*

705-541-7094

*facsimile number*

t.gowans@cityssm.on.ca

*email address*

### **Contractor**

Toromont Cimco

*name of Contractor\**

2939 Belisle Drive, Va Caron, ON. P0M 1B3

*address*

416-465-8815

*facsimile number*

mhebert@toromont.com

*email address*

### **Consultant**

Nor Mech Engineering Inc.

*name of Consultant\**

1141 Old Garden River Rd. Sault Ste. Marie, ON. P6A 6J8

*address*

705-942-0181

*facsimile number*

normech@shaw.ca

*email address*

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

## **ARTICLE A-7 LANGUAGE OF THE CONTRACT**

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

## ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**In witness whereof** the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

**WITNESS**

**OWNER**

*name of owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

**WITNESS**

**CONTRACTOR**

*name of Contractor*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
  - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

### 1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

### 2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

### 3. Construction Equipment

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

### 4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

### 5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### 6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

### 7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

### 8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

### 9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

### 10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

### 11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### 12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

### 13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

### 14. Product

*Product* or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**  
*Provide* means to supply and install.
- 17. Shop Drawings**  
*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**  
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**  
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**  
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**  
*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between the *Owner* and the *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 1 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

### **PART 2 ADMINISTRATION OF THE CONTRACT**

#### **GC 2.1 AUTHORITY OF THE CONSULTANT**

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

#### **GC 2.2 ROLE OF THE CONSULTANT**

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

### **GC 2.4 DEFECTIVE WORK**

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
  - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
  - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### **GC 3.4 DOCUMENT REVIEW**

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

#### **GC 3.5 CONSTRUCTION SCHEDULE**

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

#### **GC 3.6 SUPERVISION**

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

#### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

#### **GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

#### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
  - .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### **GC 3.11 USE OF THE WORK**

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### **GC 3.12 CUTTING AND REMEDIAL WORK**

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### **GC 3.13 CLEANUP**

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

## **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

#### **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
  - .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.
  - .3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor*'s field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor*'s field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### **GC 6.5 DELAYS**

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
  - .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### **GC 8.3 RETENTION OF RIGHTS**

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner*'s own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor*'s own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

## **GC 9.5 MOULD**

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.3 PATENT FEES**

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

### **GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- 1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - 2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - 3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - 4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
  - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
  - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## **GC 11.2 CONTRACT SECURITY**

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- 2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- 1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - 2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - 3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
  - .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
  - .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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**CCDC 41**  
**CCDC INSURANCE REQUIREMENTS**

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

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