

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

Monday, September 24, 2018

4:30 pm

Council Chambers
Civic Centre

	Pages
1.	Adoption of Minutes
	14 - 24
	Mover Councillor M. Shoemaker
	Seconder Councillor L. Turco
	Resolved that the Minutes of the Regular Council Meeting of 2018 09 10 be approved.
2.	Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda
3.	Declaration of Pecuniary Interest
4.	Approve Agenda as Presented
	Mover Councillor M. Shoemaker
	Seconder Councillor R. Niro
	Resolved that the Agenda for 2018 09 24 City Council Meeting as presented be approved.
5.	Proclamations/Delegations
5.1	Mayor for the Day
5.2	Access to Justice Week
	Mary Pascuzzi , lawyer and member of Algoma District Law Association Board of Directors and Co-Chair of the Access to Justice Committee

Gwen MacDonald, Director of Child Protection Mediation and Access to Justice Committee member

5.3 Hispanic Latin Heritage Month

Sandra Mongui

5.4 Franco-Ontarian Day

Jessica Torrance, President, Centre Francophone de Sault Sainte Marie

5.5 Fire Prevention Week

Aaron Gravelle, Public Educator, Fire Services

5.6 Culture Days

Kathy Fisher, Curator, Ermatinger Clergue National Historic Site

Helena Huopalainen, Manager of Community Engagement, Sault Ste. Marie Public Library

5.7 PLATO Testing

Denis Carignan, President and COO, PLATO Testing.

5.8 M. S. Norgoma

Julia Piskiewicz, member, St. Mary's River Marine Heritage Committee

6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Mover Councillor J. Hupponen

Seconder Councillor L. Turco

Resolved that all the items listed under date 2018 09 24 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Council Travel

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Sterling Heights, Michigan for 2 days in October for the Tariff Public Policy Forum at an estimated cost to the City of \$665.

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to Toronto for 2 days

in September for an AMO Board Meeting at an estimated cost to the City of \$300.

6.2	Port of Algoma Agreements – Amendments	25 - 26
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
	The relevant By-law 2018-195 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.3	Tender for Roofing Replacement – Transit Garage	27 - 30
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	The relevant By-law 2018-191 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.4	Tender for Supply and Delivery of Petroleum Fuel Products	31 - 33
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and that the tender submitted by 4Refuel for the supply and delivery of Petroleum Fuel Products for the three (3) year period commencing January 7, 2019 with the option for two (2) additional one (1) year extensions by mutual agreement be approved.	
6.5	Tender for Two 64,000 GVW Trucks w/Garbage Packer Body and Automated Arm	34 - 36
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor J. Hupponen	
	Seconder Councillor L. Turco	
	Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and that the tender for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm, as required by Public Works and Engineering Services be awarded to SHU-PAK Equipment Inc. at their total tendered price for Option 1 of \$619,200.00 plus HST for two (2) vehicles be approved.	
6.6	Tender for Screened Street Sand	37 - 39
	A report of the Manager of Purchasing is attached for the consideration of	

Council.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and that the tender submitted by Pioneer Construction Inc. for the supply of Screened Street Sand at the tendered pricing of \$6.18 per tonne, HST extra, for the 2018-2019 winter season; and \$6.33 per tonne, HST extra, for the 2019-2020 winter season be approved.

6.7

2018 City of Sault Ste Marie Credit Rating

40 - 49

A report of the Chief Financial Officer/Treasurer is attached for the information of Council.

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that the report of the Chief Financial Officer/Treasurer dated 2018 09 24 concerning 2018 City of Sault Ste. Marie Credit Rating be received as information.

6.8

FCM Asset Management Program – Grant Application

50 - 52

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover Councillor J. Hupponen

Seconder Councillor L. Turco

That the report of the Manager of Audits and Capital Planning be received and that staff be authorized to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for the update of the City's Building Condition Assessments.

Be it therefore resolved that the municipality commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program: Perform a 5 year update of the City's Building Condition Assessments as per the City of Sault Ste. Marie's Asset Management Plan dated February 23, 2018.

Be it further resolved that the municipality commits \$65,000 from its 2019 capital allocation for buildings through the City's Asset Management Reserve toward the costs of this initiative.

6.9

Compliance Audit Committee 2018-2022

53 - 54

A report of the Deputy City Clerk is attached for the consideration of Council.

The relevant By-law 2018-196 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10	2019 Council Meeting Schedule	55 - 56
	A report of the Deputy City Clerk is attached for the information of Council.	
	Mover Councillor J. Hupponen	
	Seconder Councillor R. Niro	
	Resolved that the report of the Deputy City Clerk dated 2018 09 24 regarding 2019 Council meeting schedule be received and that the proposed schedule be approved.	
6.11	RFP – Development of Visual Identity and Branding for Sault Ste. Marie	57 - 59
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	The relevant By-law 2018-202 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.12	RFP – Development of a Wayfinding Strategy	60 - 61
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	The relevant By-law 2018-203 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.13	Community Bike Sharing Program	62 - 65
	A report of the Director of Community Services, Community Development and Enterprise Services is attached for the consideration of Council.	
	Mover Councillor J. Hupponen	
	Seconder Councillor L. Turco	
	Resolved that the report of the Director, Community Services, Community Development and Enterprise Services dated 2018 09 24 concerning Community Bike Sharing Program be received and that staff be authorized to issue a request for proposals as outlined in the report.	
6.14	John Rhodes Community Centre Restaurant	66 - 68
	A report of the Director of Community Services, Community Development and Enterprise Services is attached for the consideration of Council.	
	The relevant By-law 2018-193 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.15	On-Demand Transit Service	69 - 74
	A report of the Director of Community Services, Community Development and Enterprise Services is attached for the consideration of Council.	

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that the report of the Director, Community Services, Community Development and Enterprise Services dated 2018 09 24 concerning On-Demand Transit Service be approved and that staff be authorized to issue an Expression of Interest to explore on-demand transit options.

6.16	Seniors Active Living Centre Grant Agreement	75 - 76
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-laws 2018-204 and 2018-205 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.17	Skating Trails and Other Winter Activities	77 - 82
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker	
	Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Recreation and Culture dated 2018 09 24 concerning Skating Trails and Other Winter Activities be received and referred to the 2019 budget deliberations. Further, that City Council approve the skating trails pilot project in principle so that City Staff and the Parks and Recreation Advisory Committee can explore opportunities for partnerships to assist with development costs.	
6.18	Heritage Property Agreement (Algonquin Hotel) – Amendment	83 - 95
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2018-185 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.19	Municipal By-Law Enforcement Officers	96 - 98
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2018-192 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.20	Engineering Fees – Downtown Traffic Study	99 - 100
	A report of the Director of Engineering is attached for the consideration of Council.	

Mover Councillor J. Hupponen

Seconder Councillor L. Turco

Resolved that the report of the Director of Engineering dated 2018 09 24 be received and that the engineering fee limit for the Downtown Traffic Study be increased by \$20,000 to \$121,000 with funds from the unallocated 2017 miscellaneous construction budget.

6.21	Licence Extension on Provincial Lands	101 - 106
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A report of the Solicitor is attached for the information of Council.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that the report of the Solicitor dated 2018 09 24 concerning the extension of a Licence Agreement between the City and the Ministry of Transportation regarding use of property at Black Road be received as information.

6.22	Repeal By-law 70-342 – Trailer Parks and Mobile Home Parks	107 - 113
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A report of the Solicitor is attached for the consideration of Council.

The relevant By-law 2018-201 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.23	Municipal Capital Facilities Agreement – 137 East Street	114 - 115
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A report of the Acting City Solicitor is attached for the consideration of Council.

The relevant By-law 2018-194 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

7. Reports of City Departments, Boards and Committees

7.1	Administration
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7.2	Corporate Services
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7.3	Community Development and Enterprise Services
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7.3.1	PLATO Testing Economic Development Fund Request	116 - 119
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A report of the Deputy CAO of Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and

Enterprise Services dated 2018 09 10 concerning the EDF application from PLATO Testing (Professional Aboriginal Testing Organization Inc.) be approved in the amount of \$125,000 for 2018 and \$125,000 for 2019 for a total of \$250,000.

7.3.2 M.S. Norgoma – Update 120 - 149

A report of the Deputy CAO of Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 09 24 concerning the M.S. Norgoma be received and that notice be served to the St. Mary's River Marine Centre that an extension has been provided to have a new location for the M.S. Norgoma finalized by February 1, 2019; and

Further, notwithstanding the berthing rights that were terminated as of August 31, 2018, that the M.S. Norgoma be permitted to remain at its current location until April 15, 2019 (or as soon as weather/ice conditions permit) when it shall be removed to a new location; and

Further, that staff work with the St. Mary's River Marine Centre Board to assist in finding a new location for the vessel, whether that be a permanent or temporary location, so as not to interfere with marina operations in Spring 2019.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of 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 J. Hupponen

Seconder Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2018 09 24 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 2018-185 (Agreement) Algonquin Hotel Heritage 1584866 Ontario Inc.** 150 - 161

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

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-185 being a by-law to authorize the execution of the Agreement between the City and 1584866 Ontario Inc. for the removal of the north vacant parking area known as PIN 31541-0249 be passed in open Council this 24th day of September, 2018.

11.1.2 **By-law 2018-191 (Agreement) Roofing Replacement Transit Garage** 162 - 249

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-191 being a by-law to authorize the execution of the Agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for Roofing Replacement at the Transit Garage be passed in open Council this 24th day of September, 2018.

11.1.3 **By-law 2018-192 (Parking) Municipal By-law Enforcement Officers** 250 - 251

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-192 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 24th day of September, 2018.

11.1.4 **By-law 2018-193 (Agreement) Icebreakers Amending Lease** 252 - 254

A report from the Director of Community Services is on the Agenda.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-193 being a by-law to authorize the execution of the Agreement between the City and Jody Wilson, Carrying on business as Icebreakers Sports Bar and Grill for rent abatement until the successful proponent obtains a new liquor licence and the restaurant is opened be passed in open Council this 24th day of September, 2018.

- 11.1.5 **By-law 2018-194 (Agreement) Municipal Capital Facility 137 East Street** 255 - 256
A report from the Acting City Solicitor is on the Agenda.
Mover Councillor J. Hupponen
Seconder Councillor R. Niro
Resolved that By-law 2018-194 being a by-law to designate 137 East Street as a Municipal Capital Facility for the purpose of providing affordable housing be passed in open Council this 24th day of September, 2018.
- 11.1.6 **By-law 2018-195 (Agreement) Amend Conditional Contribution Agreement NOHFC** 257 - 257
A report from the Chief Administrative Officer is on the Agenda.
Mover Councillor J. Hupponen
Seconder Councillor R. Niro
Resolved that By-law 2018-195 being a by-law to authorize the execution of the Amendment to Conditional Contribution Agreement, dated September 6, 2018 between the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the Sault Ste. Marie Harbour Improvement Project be passed in open Council this 24th day of September, 2018.
- 11.1.7 **By-law 2018-196 (Appointment) Compliance Audit Committee 2018-2022**
A report from the Deputy City Clerk is on the Agenda.
Mover Councillor J. Hupponen
Seconder Councillor R. Niro
Resolved that By-law 2018-196 being a by-law to appoint members of a Compliance Audit Committee under the *Municipal Elections Act* be passed in open Council this 24th day of September, 2018.
- 11.1.8 **By-law 2018-197 (Agreement) Leo Avenue Reconstruction** 258 - 297
Council Report was passed by Council resolution on September 10, 2018.
Mover Councillor J. Hupponen
Seconder Councillor R. Niro
Resolved that By-law 2018-197 being a by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for engineering services for the design and contract administration of the Leo Avenue project which is planned for 2019 is passed in open Council this 24th day of

September, 2018.

11.1.9	By-law 2018-198 (Agreement) Fort Creek Aqueduct Repairs - John Street Laneway	298 - 319
Council Report was passed by Council resolution on September 10, 2018.		
	Mover Councillor J. Hupponen	
Seconder Councillor R. Niro		
	Resolved that By-law 2018-198 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the Fort Creek Aqueduct reconstruction planned for construction in 2019 be passed in open Council this 24th day of September, 2018.	
11.1.10	By-law 2018-199 (Agreement) 2019 Aqueduct Repairs	320 - 339
Council Report was passed by Council resolution on September 10, 2018.		
	Mover Councillor J. Hupponen	
Seconder Councillor R. Niro		
	Resolved that By-law 2018-199 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for professional engineering services for design and contract administration for aqueduct repairs be passed in open Council this 24th day of September, 2018.	
11.1.11	By-law 2018-201 (Regulations) Repeal By-laws 70-342 and 71-217 Trailer Parks and Mobile Home Parks	340 - 340
A report from the Solicitor is on the Agenda.		
	Mover Councillor J. Hupponen	
Seconder Councillor R. Niro		
	Resolved that By-law 2018-201 being a by-law to repeal by-laws 70-342 and 71-217 (being by-laws to licence and regulate Trailer Parks and Mobile Home Parks within the City) be passed in open Council this 24th day of September, 2018.	
11.1.12	By-law 2018-202 (Agreement) Visual Identity and Branding	341 - 364
A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.		
	Mover Councillor J. Hupponen	
Seconder Councillor R. Niro		
	Resolved that By-law 2018-202 being a by-law to authorize the execution of the Summary of Engagement Agreement between the City and Scott Thornley + Company Inc. for the Project of Development of Visual Identity and Branding be passed in open Council this 24th day of September, 2018.	

11.1.13 By-law 2018-203 (Agreement) Wayfinding Strategy

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-203 being a by-law to authorize the execution of the Agreement between the City and Corbin Design, Inc. to provide wayfinding strategy and signage design services be passed in open Council this 24th day of September, 2018.

11.1.14 By-law 2018-204 (Agreement) Northern Community Active Living Centre Funding 365 - 386

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

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-204 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister for Seniors and Accessibility for funding to support the Northern Community Active Living Centre be passed in open Council this 24th day of September, 2018.

11.1.15 By-law 2018-205 (Agreement) Senior Services Drop-in Centre Funding 387 - 407

A report of the Manager of Recreation and Culture is on the Agenda.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that By-law 2018-205 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister for Seniors and Accessibility for funding to support the Seniors Drop-In active Living Centre be passed in open Council this 24th day of September, 2018.

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 J. Hupponen

Seconder Councillor L. Turco

Resolved that this Council proceed into closed session regarding a potential disposition 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)

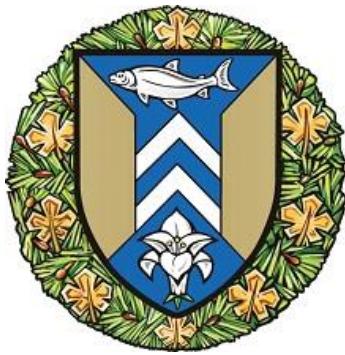
14.

Adjournment

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, September 10, 2018

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 L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti

Officials: A. Horsman, L. Girardi, S. Schell, T. Vair, M. White, P. Johnson, D. McConnell, D. Elliott, B. Lamming, M. Borowicz-Sibenik

1. Adoption of Minutes

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2018 08 13 and the Minutes of the Special Council Meeting of 2018 08 20 be approved.

Carried

2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda

3. Declaration of Pecuniary Interest

3.1 Councillor M. Shoemaker - Second Line Traffic Study – Sidewalk

One of the advocates for the item is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor J. Hupponen
Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum for the 2018 09 10 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Run for the Cure

Cynthia Sabourin, Volunteer Run Director, Canadian Cancer Society CIBC Run for the Cure was in attendance.

5.2 Childhood Cancer Awareness Month

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer was in attendance.

5.3 Ovarian Cancer Awareness Month

Heather Edwards, Zonta Club was in attendance.

5.4 Veteran Family Week

Carrie Gray and Tina Thompson, Veteran Family Program Coordinators, North Bay Military Family Resource Centre were in attendance.

5.5 Pregnancy and Infant Loss Remembrance Day

Lisa Guzzo, Infant Loss Mother was in attendance.

5.6 Huron Central Update

Joe Fratesi, Huron Central Railway Task Force Co-chair was in attendance.

Moved by: Councillor S. Butland
Seconded by: Councillor O. Grandinetti

Whereas Huron Central Railway (HCR) announced early in 2018 that it would not be able to continue its operation of the rail line beyond the end of 2018 without funding assistance from both the Federal and Provincial governments; and

Whereas this investment by the senior levels of government into the transportation infrastructure of Northern Ontario is vital to the economic viability of the communities and the industries between Sault Ste. Marie and Sudbury; and

Whereas loss of this important rail link would result in as many as 40,000 more transports on the two lane section of Highway 17 between Sault Ste. Marie and Sudbury, causing increased conflict between passenger vehicles and transport trucks, increased maintenance and repair costs for the roadway and significantly more pollution into our environment; and

Whereas Sault Ste. Marie MP Terry Sheehan, Algoma-Manitoulin-Kapuskasing MP Carole Hughes, Sault Ste. Marie MPP Ross Romano and Algoma-Manitoulin MPP Mike Mantha have all provided their strong and unqualified support to Huron Central Railway in its applications for funding from the Federal and Provincial governments; and

Whereas Premier Doug Ford, while campaigning in Sault Ste. Marie, recognized the importance of the railway and committed to provide financial support to HCR to ensure its continued viability; and

Whereas a task force was established by resolution of City Council dated May 28, 2018 to gather all stakeholders who have an interest in the future of HCR and as a result more than 24 resolutions/letters of support have been secured from small and large communities, First Nations and industries between Sault Ste. Marie and Sudbury which will be used as part of presentations to the senior levels of government; and

Whereas further meetings are currently being arranged by the task force to secure firm commitments of financial support that will allow for the continuation of this important piece of Northern Ontario transportation infrastructure,

Now therefore Be It Resolved that Council accepts the update report from the Task Force and thanks all of those stakeholders who have come forward to provide their strong support to Huron Central Railway and to the work of the Task Force and further that it reconfirms its own strong support for HCR's efforts to secure the funding necessary to enable the railway between Sault Ste. Marie and the CPR connection in Sudbury to continue to provide a short-line freight service for regional communities and industries.

Carried

5.7 Update on Policing in the Community

Chief Stevenson, Sault Ste. Marie Police Services was in attendance.

5.7.1 Additional Information

5.8 Legion Week

6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

September 10, 2018 Council Minutes

Resolved that all the items listed under date 2018 09 10 – Agenda item 6 – Consent Agenda be approved as recommended, save and except items 6.5, 6.10 and 6.18.

Carried

6.1 Council Travel

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Hamilton for 2 days in September for the Hamilton Steel Summit at an estimated cost to the City of \$1,050.

Carried

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that Councillor S. Butland be authorized to travel to North Bay for 2 days in September for the Northern Ontario Business Awards at an estimated cost to the City of \$545.

Carried

6.2 Correspondence

6.3 RFP – Event Security Services – GFL Memorial Gardens and Various Community Centres

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and that the proposal submitted by North East Regional Security Services to provide Event Security Services, as required by Community Services, be approved. The contract will commence November 1, 2018, and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Carried

6.4 Tender for Self Contained Breathing Apparatus Equipment

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and that the tender for the supply and delivery of Self Contained Breathing Apparatus equipment, as required by Fire Services, be awarded to A.J. Stone Company Ltd. at their total tendered price of \$487,936.85 plus HST.

Carried

6.6 Property Tax Appeals

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 09 10 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

Carried

6.7 Tax Sale Extension Agreement

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

The relevant By-law 2018-190 is listed under item 11 of the Minutes.

6.8 Municipal Election 2018

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Deputy City Clerk dated 2018 09 10 concerning Municipal Election 2018 be received as information.

Carried

6.9 LopLops – Request for Municipally Significant Event

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy City Clerk dated 2018 09 10 concerning LopLops request for municipally significant event be received and that Council has no objection to the Oktoberfest event being held at the Canadian Bushplane Heritage Centre on October 13, 2018 being declared a municipally significant event.

Carried

6.11 FutureSSM Project Update

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 09 10 providing an update for the FutureSSM project be received as information.

Carried

6.12 Celebrate Canada Program – Funding Application

The report of the Supervisor of Community Services was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Supervisor of Community Services dated 2018 09 10 concerning 2019 Celebrate Canada Program Funding be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2019 Celebrate Canada Program upon its opening, to assist in funding the City of Sault Ste. Marie Canada Day Celebration.

Carried

6.13 2019 Aqueduct Repairs

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning 2019 Aqueduct Repairs be received and that design and contract administration services be single-sourced and awarded to STEM Engineering Inc.

Carried

6.14 Leo Avenue Reconstruction – Consultant Selection

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor J. Huppenen

Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning Leo Avenue reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with WSP Engineering.

An engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Carried

6.15 Fort Creek Aqueduct Reconstruction – John Street Laneway

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor J. Huppenen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning the Fort Creek Aqueduct reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Carried

6.16 PW Equipment Purchase – Reallocation of Funds

The report of the Deputy CAO, Public Works and Engineering Services was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Deputy CAO of Public Works and Engineering Services be received, and that Council approve the reallocation of \$90,000 of the 2018 Capital budget from the purchase of a truck to house a steamer towards the purchase of a new steamer and trailer.

Carried

6.17 Curbside Automated Waste Collection

The report of the Director of Public Works was received by Council.

The relevant By-law 2018-183 is listed under item 11 of the Minutes.

6.19 Amended Easement – 426 Bruce Street

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

The relevant By-law 2018-184 is listed under item 11 of the Minutes.

6.20 Assume, Stop up, Close and Convey – Part Sunnyside Beach Road

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

The relevant By-laws 2018-187 and 2018-188 are listed under item 11 of the Minutes.

6.5 Tender for Two (2) 64,000 GVW Trucks w/Garbage Packer Body and Automated Arm

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and that the tender for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm, as required by Public Works, be awarded to Tru-Nor Truck Centres at their total tendered price of \$582,967.20 plus HST for two (2).

Officially Read and Not Dealt With

6.10 Red Cross Home Care Assistance Program Agreement

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

The relevant By-law 2018-189 is listed under item 11 of the Minutes.

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas City Council has provided \$50,000 in funding to a service provider (Red Cross) to in part, support residential snow removal for seniors for many years; and

Whereas the need for this service is growing with our demographic and a small wait list does exist at this time with an expectation it will increase; and

Whereas there remains an issue of providing snow removal services during exceptional snow events to address matters such as extra heavy snowfall or when the City undertakes road cutting that goes beyond what the usual standard of service currently being provided; and

Whereas the City of Brantford has been running their windrow program for 10 years outsourced through a third party;

Now Therefore Be It Resolved that the addition of \$15,000 to this program this be referred to the 2019 budget deliberations for consideration at that time.

Carried.

6.18 Second Line Traffic Study – Sidewalk

Councillor M. Shoemaker declared a conflict on this item. (One of the advocates for the item is a client of law firm.)

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2018 09 10 concerning the sidewalk on the south side of Second Line between Great Northern Road and Old Garden River Road be received, and the recommendation to proceed with construction of a six foot concrete sidewalk in the boulevard be approved.

Recorded	For	Against	Absent
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			
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
Results	11	1	0

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.8 Boards and Committees**
- 8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of 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**
 - Moved by: Councillor J. Hupponen
 - Seconded by: Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2018 09 10 be approved.

Carried

 - 11.1 By-laws before Council to be passed which do not require more than a simple majority**
 - 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**
 - Moved by: Councillor J. Hupponen
 - Seconded by: Councillor L. Turco

Resolved that this Council proceed into closed session for three items regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

September 10, 2018 Council Minutes

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) (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board)

Carried

14. Adjournment

Moved by: Councillor M. Shoemaker

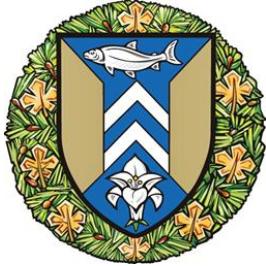
Seconded by: Councillor L. Turco

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Port of Algoma Agreements - Amendments

PURPOSE

The purpose of this report is to request City Council's approval to further amend the existing contribution agreements with FedNor and the Northern Ontario Heritage Fund Corporation (NOHFC) for the Port of Algoma project. This amendment would extend the project end date from December 31, 2017 to June 30, 2019.

BACKGROUND

On 2014 05 12 City Council approved contribution agreements with FedNor and NOHFC. Both FedNor and NOHFC each approved a contribution of \$2,120,000 with Essar Steel Algoma Inc. providing \$800,000 and the City contributing \$260,000. The original project completion date was December 31, 2016.

On 2016 05 30, City Council received an update report advising that Phase 1 of the Port of Algoma project was completed. This work included:

- A detailed analysis that identified potential opportunities within the Port of Algoma service area.
- Initiation of a comprehensive environmental process with regulatory agencies to create an efficient and successful EA process.
- Initiation of the First Nations consultation process including agreements with two sub-consultants at both Garden River First Nation and Batchewana First Nation.
- Extensive engineering and planning efforts including data collection, field investigations, environmental studies, operational criteria, etc.
- Development of a detailed project report outlining required future capital works.

- A New Building Canada Fund application that provided the overall business case for the project with key outcomes and benefits. This document will be used when applying for future funding programs.

City Council was also advised that the decision was made by the project management team that all further project activity would be paused pending resolution of the Company Creditors Arrangement Act (CCAA) process with Algoma Inc.

On 2016 08 22, City Council approved a report recommending an extension of the end date for both the FedNor and NOHFC agreements to December 31, 2017. Due to the length of CCAA proceedings a further extension is recommended and is agreed to NOHFC. The revised agreement is found under By-Law # 2018-195 elsewhere in this agenda.

ANALYSIS

The City's Federal and Provincial partners are aware of the CCAA process and have advised that to ensure that the funding allocated for the project is available for future use, an amendment to the agreements is required to extend the project completion date to June 30, 2019. This amendment will allow sufficient time to complete the "go forward" plan once the CCAA process has been completed.

FINANCIAL IMPLICATIONS

The City's contribution to this project was previously approved. Therefore there are no new financial implications.

STRATEGIC PLAN / POLICY IMPACT

This report is consistent with the new infrastructure strategic focus area of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

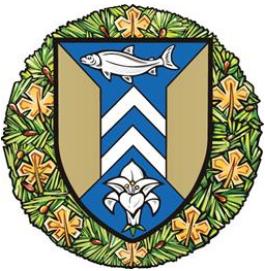
Resolved that the report of the Chief Administrative Officer dated 2017 12 11 regarding an amendment to the FedNor and NOHFC Port of Algoma contribution agreements be approved and further that the end date be extended from December 31, 2017 to June 30, 2019.

Respectfully submitted,

Al Horsman

Chief Administrative Office

cao.horsman@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

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Roofing Replacement – Transit Garage (2018CDE-CS-TR-11-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Roofing Replacement at the Transit Garage. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held September 10, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, STEM Engineering Group (M. Caruso), the City's Director of Community Services, and the Manager of Transit & Parking. Mr. Caruso's report concerning the tenders received is attached for your reference.

The tender document addressed the union requirements for this Project as follows:

The City (owner) is bound by a Collective Agreement with the Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486. The Contractor agrees it shall perform and/or subcontract, as the case may be, the replacement of the roof for the Transit Garage located at 111 Huron Street, Sault Ste. Marie, ON (the work) pursuant to this contract and in relation to the work in accordance with the Collective Agreement(s) and statutes, if any, applicable to the Corporation of the City of Sault Ste. Marie (the City).

Roofing Replacement – Transit Garage

2018 09 24

Page 2

The formal Contract for this project will incorporate this wording and include indemnity for the City for any losses incurred as a result of non-compliance with this requirement by the Contractor.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications, as recommended by the City's Consultant is \$878,000 plus HST.

The 2018 Capital Budget approved \$1,710,000 in funding (50% funded from the Public Transportation Infrastructure Program) for Transit Bus Depot Capital Building Repairs, including the replacement of the roof.

STRATEGIC PLAN / POLICY IMPACT

Upgrading of Existing Infrastructure is included in the Infrastructure focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and the recommendation that the tender for Roofing Replacement at the Transit Garage be awarded to 1372055 Ontario Limited o/a Pro North Roofing, at their low tendered price, meeting specifications, of \$878,000 plus HST, be approved.

By-law 2018-191 authorizing signature of the formal Contract for this project appears elsewhere on the Council Agenda.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

11 September 2018

Project #18106

The Corporation of the City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie, ON
P6A 5X6

Attention: Tim Gowans – Manager of Purchasing

Subject: Transit Building Roofing Replacement – Tender Results

On September 10th, 2018 three sealed envelopes containing bid tenders for the subject project were submitted to the City. STEM determined the pre-tender estimate to be \$906,400 + HST. It should be noted all tenders contained a \$25,000 contingency allowance and a \$10,000 cash allowance. All the tenders received were opened by the Clerk's Department and summarized as follows:

Maverick and Son Exteriors

\$861,900 base bid + HST
Addenda-1 was acknowledged
Time of completion after contract award (10 weeks)
Tender form was complete, tender and contract security was acceptable
Schedule '1' No substitutions or alternate prices submitted
Schedule '2' + \$39,500 to replace roof venting

ProNorth Roofing

\$840,000 base bid + HST
Addenda-1 was acknowledged
Time of completion after contract award (24 weeks) – see note below regarding schedule
Tender form was complete, tender and contract security was acceptable
Schedule '1' No substitutions or alternate prices submitted
Schedule '2' + \$38,000 to replace roof venting

T.Hamilton & Sons Roofing Inc.

\$931,300.00 base bid + HST
Addenda-1 was acknowledged
Time of completion after contract award (13 weeks)
Tender form was complete, tender and contract security was acceptable
Schedule '1' No substitutions or alternate prices submitted
Schedule-2 + \$2,000/unit



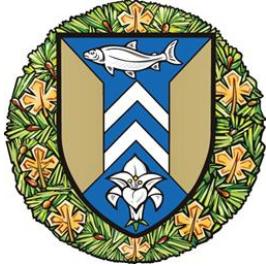
Based on the review of the tenders, we recommend awarding the contract to ProNorth Roofing in the amount of \$878,000 (840,000 base bid + 38,000 separate price for venting) + HST.

ProNorth Roofing had included a letter within their tender package advising they would start the project two weeks after the award of contract and continue to completion unless they are required to stop due to the onset of winter weather. They anticipate ninety working days from start to completion.

It should also be noted that the union affiliation clauses were clearly included within the technical specifications and will also form part of the CCDC Contract.

Should you have any questions regarding these matters or require any additional information, please contact us at your convenience. We look forward to working with you on this project.

Mark Caruso A.Sc.T.
Project Manager



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Supply & Delivery of Petroleum Fuel Products

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Petroleum Fuel Products as required by various City departments for a three (3) year period commencing January 7, 2019 with the option of two (2) further one (1) year extensions by mutual agreement. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held August 27, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. All bidders have confirmed that they have access to local storage facilities and locally based delivery vehicles. The low tendered prices meeting specifications have been identified on the attached summary.

FINANCIAL IMPLICATIONS

Funding for fuel comes from various department operational accounts.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and the recommendation that the tender submitted by 4Refuel for the supply and delivery of Petroleum Fuel Products for the three (3) year period commencing January 7, 2019 with the option for two (2) additional one (1) year extensions by mutual agreement, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

SUMMARY OF TENDERS
PETROLEUM PRODUCTS

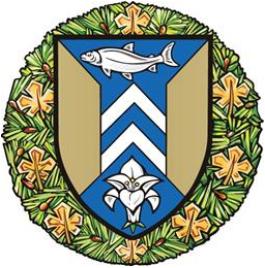
Description	Annual Consumption (L) Estimated	4Refuel Oakville, ON		Mansfield of Canada Calgary, AB		McDougall Energy Sault Ste. Marie, ON		Suncor Energy Products Mississauga, ON	
		Price/Litre (inc. taxes)	Total	Price/Litre (inc. taxes)	Total	Price/Litre (inc. taxes)	Total	Price/Litre (inc. taxes)	Total
Unleaded Gasoline	380,000	\$1.2893	\$489,934.00	\$1.2899	\$490,162.00	\$1.2927	\$491,226.00		
UltraLow Sulphur Clear Diesel	1,600,000	\$1.2776	\$2,044,160.00	\$1.2868	\$2,058,880.00	\$1.3003	\$2,080,480.00		
Coloured Diesel Fuel	500,000	\$1.1161	\$558,050.00	\$1.1253	\$562,650.00	\$1.1387	\$569,350.00		
Estimated Yr. 1 Annual Cost - for comparison			\$3,092,144.00		\$3,111,692.00		\$3,141,056.00		
Remarks		Meets Specifications Admin Charges fixed for 3 yrs.		Meets Specifications Admin Charges Increase Annually		Meets Specifications Admin Charges Increase Annually		Does not meet Specifications Alternative Pricing System Admin Charges Increase Annually	

Note: The low tendered prices are boxed above and will be adjusted bi-weekly beginning January 7, 2019.

Comparison Pricing shown above is based on published pricing for July 6, 2018.

It is my recommendation that the low tendered prices, meeting specifications, submitted by 4Refuel be accepted for a 3-year period; allowing for 2 additional years by mutual agreement.

Tim Gowans
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Two (2) 64,000 GVW Trucks w/Garbage Packer Body & Automated Arm (2018PWE-PWT-38-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm as required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held August 27, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Buildings & Equipment Maintenance - PWES, and the low tendered price for two (2), meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price for this equipment is \$630,097.92 including non-rebatable HST.

Council approved the allocation of \$700,000 from the Public Works Equipment Reserve at the July 16, 2018 Council meeting for the procurement of this equipment. This allocation supports the purchase at the tendered pricing.

STRATEGIC PLAN / POLICY IMPACT

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

Two (2) 64,000 GVW Trucks w/Garbage Packer Body & Automated Arm

2018 09 24

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and the recommendation that the tender for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm, as required by Public Works & Engineering Services, be awarded to SHU-PAK Equipment Inc. at their total tendered price for Option 1 of \$619,200.00 plus HST for two (2), be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

**FINANCE DEPARTMENT
PURCHASING DIVISION**

**Received: August 27, 2018
File: 2018PWE-PWT-38-T**

**SUMMARY OF TENDERS
TWO (2) 64,000 GVW TRUCKS W/ GARBAGE PACKER BODY & AUTOMATED ARM**

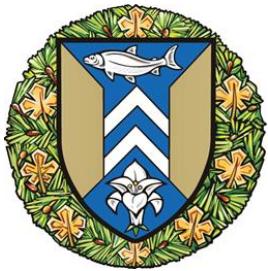
<u>Firm</u>	<u>Opt.</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>For Two</u> <u>(HST extra)</u>	<u>Remarks</u>
FST Canada Inc. (o/a Joe Johnson Equip.) Innisfil, ON		2020 Freightliner 108 SD Labrie Expert 2000 Equipment Pkg	270 - 300 w/days	2 yr/unlimited Basic 1 year - Equip. Pkg.	\$674,055.06	Meets specifications.
SHU-PAK Equipment Inc. Cambridge, ON	1	2020 Freightliner 108 SD Shu-Pak PK Flex (31+4) Equipment Pkg	130 w/days	2 yr/unlimited Basic 1 year - Equip. Pkg.	\$619,200.00	Meets specifications.
	2	2019 International HV607 Shu-Pak PK Flex (31+4) Equipment Pkg	130 w/days	1 yr/unlimited Basic 1 year - Equip. Pkg.	\$647,200.00	Meets specifications.

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$630,097.92 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price for two, submitted by SHU-PAK Equipment Inc., for Option 1, be accepted.

Tim Gowans
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Screened Street Sand (2018PWE-PWT-41-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tender received for the supply of Screened Street Sand for the 2018-2019 and 2019-2020 Winter Seasons. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tender was held September 10, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

A single tender was received for this requirement:

Pioneer Construction Inc. – meets specifications
\$6.18 per tonne plus HST for the 2018-2019 Season
\$6.33 per tonne plus HST for the 2019-2020 Season

The tender received has been thoroughly evaluated and reviewed with the Director of Public Works and the Superintendent of Public Works and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

Funding for the purchase of this material will be drawn from Public Works' Winter Sand Account.

The low tendered prices for this material can be accommodated within the budgeted amount of \$157,000.00.

Tender for Screened Street Sand

2018 09 24

Page 2

STRATEGIC PLAN / POLICY IMPACT

Purchase of Screened Street Sand for the use during Winter Season is an operational matter not articulated in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 24 be received and the recommendation that the tender submitted by Pioneer Construction Inc. for the supply of Screened Street Sand at the tendered pricing of \$6.18 per tonne, HST extra, for the 2018-2019 Winter Season; and \$6.33 per tonne, HST extra, for the 2019-2020 Winter Season, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

**SUMMARY OF TENDERS
SCREENED STREET SAND**

Description

**Pioneer Construction Inc.
Sault Ste. Marie, ON**

PRICING FOR YEAR ONE

Firm price for year one (commencing Oct. 1, 2018) to supply, load and weigh material to trucks under the employ of the City.	\$6.18 per tonne plus HST
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PRICING FOR YEAR TWO

Firm price for year two (commencing Oct. 1, 2019) to supply, load and weigh material to trucks under the employ of the City.	\$6.33 per tonne plus HST
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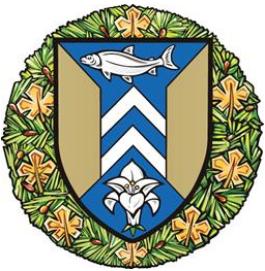
Source: 845 Old Goulais Bay Road

Remarks: Meets Specifications

NOTE: Although only one tender was received, it is deemed to be fair and equitable.

It is my recommendation that the tendered prices, for a two year period, as submitted by Pioneer Construction Inc. be accepted.

**Tim Gowans
Manager of Purchasing**



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer/Treasurer

DEPARTMENT: Corporate Services

RE: 2018 City of Sault Ste Marie Credit Rating

PURPOSE

The purpose of this report is to provide information on the City's credit rating as published by S&P Global Ratings on September 6, 2018. The City's credit rating has been affirmed as AA-(stable).

BACKGROUND

The City engages S&P Global Ratings annually to update its credit rating. The rating is a forward-looking opinion about creditworthiness. The rating score is based upon key factors such as Economy, Financial Management, Budgetary Flexibility, Budgetary Performance, Liquidity and Debt Burden, amongst others. A Rating Score Snapshot can be found on Table 2 of the Ratings Direct report appended to this report.

ANALYSIS

As stated in the Rationale, the City "is focusing on diversifying its economy through developing downtown areas, and attracting and retaining youth and skilled workers" and "will continue to benefit from a supportive institutional framework and sound financial management". The strengths noted are offset in part by the City's "weaker demographic profile, including a declining population and a relatively large share of elderly residents" which constrains the City's economy. The Upside Scenario notes that the rating could be raised if the economy expands and growth prospects notably improve.

The Ratings Score Snapshot in Table 2 of the report has remained unchanged from 2017.

FINANCIAL IMPLICATIONS

The rating of AA-(stable) will assist in the City's ability to obtain long term debt at competitive rates. The Rating Outlook as "stable" means that the rating is not likely to change in the next two years.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated September 24, 2018 concerning the 2018 City of Sault Ste. Marie Credit Rating be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

RatingsDirect®

Research Update:

City of Sault Ste. Marie Ratings Affirmed At 'AA-'; Outlook Remains Stable

Primary Credit Analyst:

Siddharth R Maniyar, Toronto (1) 416-507-2567; siddharth.maniyar@spglobal.com

Secondary Contact:

Bhavini Patel, CFA, Toronto (1) 416-507-2558; bhavini.patel@spglobal.com

Research Contributor:

Sakshi Dawar, CRISIL Global Analytical Center, an S&P affiliate, Mumbai; sakshi.dawar@spglobal.com

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City of Sault Ste. Marie Ratings Affirmed At 'AA-'; Outlook Remains Stable

Overview

- The City of Sault Ste. Marie's budgetary performance in 2017 was better than we had anticipated, with stronger operating margins and after-capital surpluses.
- A healthy liquidity cushion will allow the city to advance its capital program while maintaining a minimal debt burden from 2018-2020.
- We are affirming our 'AA-' long-term issuer credit and senior unsecured debt ratings on Sault Ste. Marie.
- The stable outlook reflects our expectation that, in the next two years, the city will maintain healthy liquidity, hold its tax-supported debt well below 30% of operating revenues, and post sound budgetary results.

Rating Action

On Sept. 6, 2018, S&P Global Ratings affirmed its 'AA-' long-term issuer credit and senior unsecured debt ratings on the City of Sault Ste. Marie, in the Province of Ontario. The outlook is stable.

Outlook

The stable outlook reflects our expectation that, in the next two years, Sault Ste. Marie will post after-capital deficits of about 1.3% of total revenues on average in 2018-2020. We also expect the city will maintain tax-supported debt well below 30% of operating revenues through 2020 while preserving a healthy liquidity position.

Downside scenario

Although we believe it unlikely in the next two years, we could lower the ratings if deteriorating financial management practices lead to aggressive capital spending that pushed Sault Ste. Marie's tax-supported debt to more than 30% of operating revenues, and combined with weaker operating performance that will result in sustained after-capital deficits of over 10% of total revenues.

Upside scenario

We could raise the rating if the economy expands and growth prospects notably

improve. However, we view this scenario as unlikely in the next two years.

Rationale

Sault Ste. Marie is the third-largest city in Northern Ontario, relying mainly on steel manufacturing and forestry. Ongoing trade friction with the U.S. remains a risk to the city's significant manufacturing sector. As a result, Sault Ste. Marie is focusing on diversifying its economy through developing downtown areas, and attracting and retaining youth and skilled workers. The city has substantial budgeted capital expenditures in the next few years, owing to new projects (including wastewater and bio-solids treatment plants) and aging infrastructure. In our updated base-case scenario, we expect budgetary performance will continue to be solid, debt burden will be minimal, and liquidity will remain healthy. We also expect that Sault Ste. Marie will continue to benefit from a supportive institutional framework and sound financial management. Similar to many other Canadian municipalities, we believe the city's constrained ability to materially cut expenditures mitigates these strengths somewhat.

Institutions remain broadly supportive and financial management is satisfactory, while the economy shows somewhat limited growth prospects compared with peers'.

We believe Sault Ste. Marie, like other Canadian municipalities, benefits from a very predictable and well-balanced institutional framework that has demonstrated a high degree of institutional stability. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations and landfill closure costs) through reserve contributions.

In our view, Sault Ste. Marie demonstrates satisfactory financial management. Disclosure and transparency are what we characterize as good, annual financial statements are audited and unqualified, and the city prepares one-year operating and capital budgets annually. For 2018, the capital budget was presented as one-year budget and four-year forecast. Sault Ste. Marie is still developing its long-term capital plan in conjunction with its asset management plan, which results in less visibility regarding both its spending and related borrowing. The city also expects to update its investment policy in 2019. Senior staff is experienced, and we believe that debt and liquidity management is prudent.

In our opinion, a weaker demographic profile, including a declining population and a relatively large share of elderly residents, constrains the city's economy. Its population was an estimated 72,000 in 2018, down more than 2% since 2016. As in the past, those 55 and over represented more than 25% of the

total estimated population. We estimate that, for 2016–2018, GDP per capita would be below the threshold of US\$38,000, as per our criteria, based on income levels. Although Sault Ste. Marie continues to gradually diversify away from its traditional resource-based economy, we believe that medium-term economic and related GDP growth will remain muted relative to that of some peers.

Healthy operating balances will keep the debt burden minimal.

In our base-case scenario for 2016–2020, we expect modifiable revenues and operating balances to average about 87% and 12% of operating revenues, respectively. We also estimate that the city will post near-balanced after-capital results, despite fairly high capital expenditures of about C\$38 million, or 17% of total expenditures, on average from 2016–2020. While the significant capital spending suggests some ability to defer unessential capital projects, we believe Sault Ste. Marie's operating expenditure flexibility is limited, similar to that of many Canadian municipalities, primarily due to provincially mandated service levels and collective agreements with employees.

We expect the city's tax-supported debt burden will remain at about 3% of operating revenues by 2020. In addition, tax-supported debt is less than three years' operating surpluses, which, together with very low interest costs (less than 1% of operating revenues on average), support our assessment of the minimal debt burden.

In addition to the minimal debt burden, Sault Ste. Marie has exceptional liquidity. By our calculations, the city's average free cash and liquid assets will total about C\$58 million in the next 12 months, and represent more than 21x the estimated debt service for the same period. We expect this ratio to remain well above 100% and that Sault Ste. Marie will maintain its healthy liquidity position during our outlook horizon. Similar to that of its domestic peers, the city's access to external liquidity is satisfactory, in our view.

In our opinion, Sault Ste. Marie's contingent liabilities are low. They include debt of self-supporting city-owned public utility companies PUC Inc. and PUC Services Inc. (equal to about 40% of operating revenue in 2017), standard employee benefits, and landfill postclosure liabilities (which, net of reserves, totaled about 16% of operating revenues). We believe these liabilities do not have a significant impact on the city's credit profile.

Key Statistics

Table 1

City of Sault Ste. Marie -- Selected Indicators

(Mil. CS)	--Fiscal year ended Dec. 31--					
	2015	2016	2017	2018bc	2019bc	2020bc
Operating revenues	200.98	195.08	194.75	208.64	220.75	207.32

Table 1

City of Sault Ste. Marie -- Selected Indicators (cont.)

(Mil. C\$)	--Fiscal year ended Dec. 31--					
	2015	2016	2017	2018bc	2019bc	2020bc
Operating expenditures	184.90	184.88	174.41	177.29	180.24	183.23
Operating balance	16.07	10.20	20.35	31.35	40.51	24.08
Operating balance (% of operating revenues)	8.00	5.23	10.45	15.02	18.35	11.62
Capital revenues	11.86	10.12	10.65	15.20	14.67	9.54
Capital expenditures	22.62	28.22	16.34	49.57	49.23	44.91
Balance after capital accounts	5.31	(7.90)	14.65	(3.02)	5.94	(11.29)
Balance after capital accounts (% of total revenues)	2.50	(3.85)	7.13	(1.35)	2.52	(5.21)
Debt repaid	1.21	1.28	2.12	2.17	2.28	2.39
Gross borrowings	0.00	0.00	0.00	0.00	0.00	0.00
Balance after borrowings	4.10	(9.18)	12.54	(5.20)	3.66	(13.68)
Modifiable revenues (% of operating revenues)	86.52	86.20	86.00	86.91	87.63	86.83
Capital expenditures (% of total expenditures)	10.90	13.24	8.57	21.85	21.46	19.69
Direct debt (outstanding at year-end)	8.99	7.71	12.96	10.79	8.51	6.11
Direct debt (% of operating revenues)	4.48	3.95	6.65	5.17	3.85	2.95
Tax-supported debt (outstanding at year-end)	8.99	15.08	12.96	10.79	8.51	6.11
Tax-supported debt (% of consolidated operating revenues)	4.48	7.73	6.65	5.17	3.85	2.95
Interest (% of operating revenues)	0.33	0.34	0.30	0.23	0.17	0.13
National GDP per capita (single units)	55,673	56,129	58,440	59,985	61,845	63,611

Note: The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc--Base case. Base case reflects S&P Global Ratings' expectations of the most likely scenario. Downside case represents some but not all aspects of S&P Global Ratings' scenarios that could be consistent with a downgrade. Upside case represents some but not all aspects of S&P Global Ratings' scenarios that could be consistent with an upgrade. bc--Base case.

Ratings Score Snapshot

Table 2

City of Sault Ste. Marie -- Ratings Score Snapshot

Key rating factors	Assessment
Institutional Framework	Very predictable and well-balanced
Economy	Average
Financial Management	Satisfactory
Budgetary Flexibility	Strong
Budgetary Performance	Strong
Liquidity	Exceptional
Debt Burden	Very low
Contingent Liabilities	Low

Note: S&P Global Ratings bases its ratings on local and regional governments on eight main rating factors listed in the table. Section A of S&P Global Ratings' "Methodology For Rating Non-U.S. Local And Regional Governments" summarizes how the eight factors are combined to derive the foreign currency rating on the government.

Key Sovereign Statistics

Sovereign Risk Indicators, July 5, 2018. Interactive version available at <http://www.spratings.com/sri>

Related Criteria

- Criteria - Governments - International Public Finance: Methodology For Rating Non-U.S. Local And Regional Governments, June 30, 2014
- Criteria - Governments - International Public Finance: Methodology And Assumptions For Analyzing The Liquidity Of Non-U.S. Local And Regional Governments And Related Entities And For Rating Their Commercial Paper Programs, Oct. 15, 2009
- General Criteria: Use Of CreditWatch And Outlooks, Sept. 14, 2009

In accordance with our relevant policies and procedures, the Rating Committee was composed of analysts that are qualified to vote in the committee, with sufficient experience to convey the appropriate level of knowledge and understanding of the methodology applicable (see 'Related Criteria And Research'). At the onset of the committee, the chair confirmed that the information provided to the Rating Committee by the primary analyst had been distributed in a timely manner and was sufficient for Committee members to make an informed decision. After the primary analyst gave opening remarks and explained the recommendation, the Committee discussed key rating factors and critical issues in accordance with the relevant criteria. Qualitative and quantitative risk factors were considered and discussed, looking at track-record and forecasts. The committee's assessment of the key rating factors is reflected in the Ratings Score Snapshot above. The chair ensured every voting member was given the opportunity to articulate his/her opinion. The chair or designee reviewed the draft report to ensure consistency with the Committee decision. The views and the decision of the rating committee are summarized in the above rationale and outlook. The weighting of all rating factors is described in the methodology used in this rating action (see 'Related Criteria And Research').

Ratings List

Ratings Affirmed

Sault Ste. Marie (City of)	
Issuer credit rating	AA-/Stable/--
Senior unsecured	AA-

Certain terms used in this report, particularly certain adjectives used to

express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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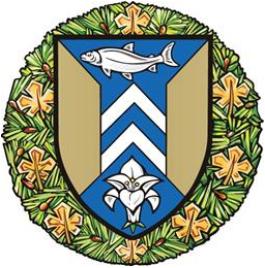
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The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: FCM Asset Management Program – Grant Application

PURPOSE

The purpose of this report is to request Council's approval to apply for a grant through the Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program's funding offer to update the City's Building Condition Assessments as part of the City's Asset Management Plan.

BACKGROUND

The deadline to apply for FCM's Municipal Asset Management Program's (MAMP) funding offer was recently updated to October 23, 2018. The original submission deadline was June 2020, however, due to the large volume of submissions across Canada, the MAMP funding is almost fully committed.

FCM's Municipal Asset Management Program (MAMP) provides funding for projects that will help Canadian cities and communities of all sizes enhance their asset management practices. The goal of the program is to help municipalities make informed investment decisions for infrastructure assets, such as roads, buildings, water supply and sanitation systems, in order to deliver value for money while best serving citizens' needs.

Funding is provided for up to 80 per cent of total eligible project costs, to a maximum of \$50,000. Projects must be completed within 11 months from funding approval notice.

ANALYSIS

In 2013, as one of the first stages in implementing the City's Asset Management Plan, the City engaged a consultant, Morrison Hershfield Ltd., to conduct Building Condition Assessments of 27 buildings located on 22 different City sites. The thorough evaluation focused on the structure, building envelope, fire safety, mechanical systems, plumbing, electrical systems, elevators, ground & site, and energy efficiency suggestions for projects with 5 year or less financial payback.

For each major building component and system, the consultant documented description, age and history and identified condition, typical life expectancy, estimated remaining useful life and recommendation for capital repairs and replacements over 25 years.

The total cost of the original assessments was \$105,000.

The City's Asset Management Plan recommends a review at least every 5 years as significant changes in a building's condition can occur in a short period of time.

Based upon the original RFP, and considering that the City's building inventory has changed in numbers over the past 5 years, the estimated cost of the 5 year Building Condition Assessment update is \$115,000.

FINANCIAL IMPLICATIONS

FCM's Municipal Asset Management Program (MAMP) provides funding of 80 per cent of total eligible project costs, to a maximum of \$50,000 for successful projects.

Based upon costing from the original RFP staff is estimating a budget of \$115,000 for this project.

The City's share of \$65,000 will be included in the 2019 Capital Budget with funding from the allocation for buildings through the City's Asset Management Reserve.

STRATEGIC PLAN / POLICY IMPACT

This project supports the Focus Area: Infrastructure – Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning be received and the recommendation that staff be authorized to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for the update of the City's Building Condition Assessments be approved.

Be it therefore resolved that the Municipality commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program: Perform a 5 year update of the City's Building Condition Assessments as per the City of Sault Ste. Marie's Asset Management Plan dated February 23, 2018.

FCM Asset Management Program – Grant Application

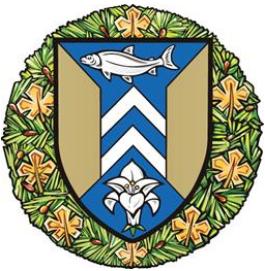
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Be it further resolved that the Municipality commits \$65,000 from its 2019 capital allocation for buildings through the City's Asset Management Reserve toward the costs of this initiative.

Respectfully submitted,

Jacob Bruzas
Manager of Audits and Capital
Planning
705.759.5356
j.bruzas@cityssm.on



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Compliance Audit Committee 2018-2022

PURPOSE

The purpose of this report is to appoint members of a Compliance Audit Committee under the *Municipal Elections Act*.

BACKGROUND

The mandate of the committee is as follows:

- To consider any compliance audit applications submitted by electors in the 2018 municipal election within 30 days of their receipt and decide whether they should be granted or rejected.
- If an application is granted, to appoint an auditor to conduct the compliance audit of the subject candidate's election campaign finances.
- To review the auditor's report within 10 days of receipt and decide whether legal proceedings should be commenced.
- To determine, if the auditor's report indicates that there were no apparent contraventions and if there appears there were no reasonable grounds for the application, to recover the costs of the audit from the applicant.

The following persons are not eligible to serve on the committee: members of Council, members of the Algoma District School Board or Huron Superior Catholic District School Board, city or board employees and candidates running for office in the 2018 municipal election. In addition, members selected for the compliance audit committee shall agree in writing that they will not work for or provide advice to any candidate in the 2018 municipal election.

ANALYSIS

An advertisement inviting applications for the Compliance Audit Committee was advertised. The Board and Committee Nominating Committee reviewed the applications received and recommends the appointment of the following persons: Donna Irving, John Krauter, Robert Nowosielski and Robert Shewfelt.

FINANCIAL IMPLICATIONS

Where the Compliance Audit Committee grants an application for review of campaign finances, the municipality is responsible for paying the auditor's costs of performing the audit; however, these costs may be recovered from the applicant where no reasonable grounds for the application are found.

STRATEGIC PLAN / POLICY IMPACT

Appointment of a Compliance Audit Committee is not an activity included in the corporate Strategic Plan.

RECOMMENDATION

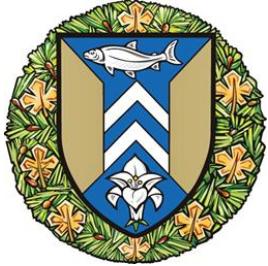
It is therefore recommended that Council take the following action:

The relevant By-law 2018-196 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



Rachel Tyczinski
Deputy City Clerk
705.759.5392
r.tyczinski@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: 2019 Council Meeting Schedule

PURPOSE

The purpose of this report is to obtain Council approval of the 2019 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 March, July, August and December, which have a single meeting each. The schedule takes into account public holidays in 2018, March break and the AMO conference dates (August 18 – 21, 2019).

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

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

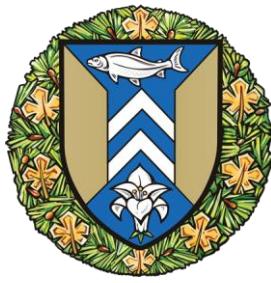
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2018 09 24 regarding 2019 Council meeting schedule be received and that the proposed schedule be approved.

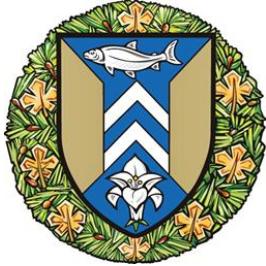
Respectfully submitted,

Rachel Tyczinski
Deputy City Clerk
705.759.5392
r.tyczinski@cityssm.on.ca



2019 COUNCIL MEETING SCHEDULE

Date	Start Time	Planning
January 14	4:30 p.m.	5:30 p.m.
January 28	4:30 p.m.	5:30 p.m.
February 11	4:30 p.m.	5:30 p.m.
February 25	4:30 p.m.	5:30 p.m.
March 18	4:30 p.m.	5:30 p.m.
April 1	4:30 p.m.	5:30 p.m.
April 15	4:30 p.m.	5:30 p.m.
May 6	4:30 p.m.	5:30 p.m.
May 21 (Tuesday)	4:30 p.m.	5:30 p.m.
June 3	4:30 p.m.	5:30 p.m.
June 17	4:30 p.m.	5:30 p.m.
July 15	4:30 p.m.	5:30 p.m.
August 12	4:30 p.m.	5:30 p.m.
September 9	4:30 p.m.	5:30 p.m.
September 23	4:30 p.m.	5:30 p.m.
October 5	4:30 p.m.	5:30 p.m.
October 21	4:30 p.m.	5:30 p.m.
November 4	4:30 p.m.	5:30 p.m.
November 18	4:30 p.m.	5:30 p.m.
December 2	4:30 p.m.	5:30 p.m.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: RFP – Development of Visual Identity and Branding for Sault Ste. Marie

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with Scott Thornley + Company, Inc. (STC) to provide services for the development of visual identity and branding for Sault Ste. Marie.

BACKGROUND

As previously reported to Council, Phase 2 of a community promotion initiative is being undertaken by the FutureSSM project to assess, improve and develop the community's current visual identity and promotional efforts. It is important to note the intent is to improve the way the community

- Engages current residents and improves morale
- Attracts and engages prospective residents and students with the excellent quality of life and the unique benefits of living in Sault Ste. Marie;
- Attracts businesses to the community.

In the July 16th, 2018 FutureSSM Council staff reported that they will undertake an RFP for the second phase of the project to seek support from a consultant in the development of the visual identity.

A Request for Proposal was circulated for and the RFP closed on August 14th, 2018.

ANALYSIS

Proposals from twelve (12) proponents were received prior to the closing date:

- Bang Creative
- Beehive Design

Development of Visual Identity and Branding for Sault Ste. Marie

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- Cundari
- Entro Communications
- eSolutions Group
- Gravity Partners with SN Management
- Impact and Main
- Ion Brand Design
- Lucidia
- Scott Thornley + Company
- Shikatani Lacroix
- Trajectory

Proposal evaluation was undertaken with a committee made up of representatives from the City of Sault Ste. Marie (Corporate Communications, CDES, FutureSSM, and Procurement) and the Economic Development Corporation (Tourism SSM). The project was awarded to Scott Thornley + Company, Inc. at an upset limit of \$58,900.00 plus HST.

FINANCIAL IMPLICATIONS

Funding for the project is included in the FutureSSM project budget which includes funding contributions from NOHFC and FedNor.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The project contributes to the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, and Welcome and Seek Out Immigration.

The project will also address the focus area of “Community Development and Partnerships” and its priorities including Create Social and Economic Activity, Develop Partnerships with Key Stakeholders and Maximize Economic Development and Investments.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services be received and that Council approve staff to sign the agreement with Scott Thornley + Company, Inc.

The relevant By-law 2018-202 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Tom Vair

Development of Visual Identity and Branding for Sault Ste. Marie

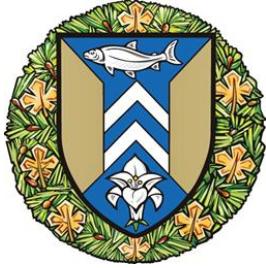
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Deputy CAO, Community
Development and Enterprise
Services

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t.vair@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

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: RFP- Development of Wayfinding Strategy

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with Corbin Design to provide services for the development of a Wayfinding Strategy.

BACKGROUND

As previously reported to Council, a Downtown strategy was developed that included 46 specific recommendations focused on preserving the downtown; developing a vibrant residential neighbourhood; encouraging active use of downtown spaces; facilitating beautiful streets and open spaces; and improving connectivity.

Furthermore, a recent study was completed by Roger Brooks Inc. to assess the Downtown. Mr. Brooks was very clear on three major recommendations for City Council's consideration:

- Improved wayfinding signage
- Convert downtown one-way traffic system to two-way
- Program the several public spaces for community events.

Both studies concluded the immediate need to improve the wayfinding signage as a high priority. At the July 16th 2018 Council meeting, Planning staff reported that they will undertake an RFP to retain services of a consultant to complete a wayfinding strategy at a cost not to exceed \$65,000.

A Request for Proposal was circulated for and the RFP closed on August 24th, 2018.

ANALYSIS

Proposals from three (3) proponents were received prior to the closing date:

- Corbin Design, Traverse City, MI
- Kiku Obata, St. Louis, MO
- Steer Group, Toronto, ON

Proposal evaluation was undertaken with a committee made up of representatives from the City of Sault Ste. Marie (Planning, FutureSSM and Procurement). The project was awarded to Corbin Design, Inc. at an upset limit of \$58,900.00 plus HST.

FINANCIAL IMPLICATIONS

Funding for the project is included in the Downtown Development project budget which includes funding contributions from NOHFC.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The project contributes to the focus area of “Quality of Life” and the priorities identified which included Vibrant Downtown Areas – We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

The project will also address the focus area of “Community Development and Partnerships” and its priorities including Create Social and Economic Activity, Develop Partnerships with Key Stakeholders and Maximize Economic Development and Investments.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services be received as and that Council approve staff to sign the agreement with Corbin Design.

The relevant By-law 2018-203 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



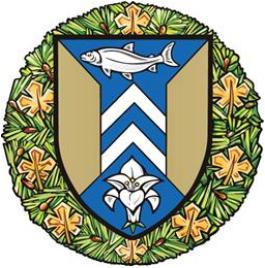
Tom Vair

Deputy CAO, Community Development and Enterprise

Services

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The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Community Bike Sharing Program

PURPOSE

This report has been prepared for Council's approval to support the issuance of a request for proposal for a bike share program for the City of Sault Ste. Marie. The term will be for a six (6) month trial period.

BACKGROUND

Bike share programs are continuing to gain popularity in Municipalities across the province. It is a service in which bicycles are made available for shared use to individuals on a very short term basis. Bike sharing allows people to rent a bike from point "A" and return it at point "B" (see Attachment A).

Many bike share systems allow people to rent a bike from a "dock" and return it at another dock belonging to the same system. Docks are special bike racks or locks that lock the bike, and only release it by computer control. The user enters payment information, and the computer unlocks a bike. The user returns the bike by placing it in the dock, which locks it in place. It should be noted that there are other systems are dockless. For many systems, smartphone mapping apps show nearby available bikes and open docks.

ANALYSIS

City staff have investigated a number of platforms and potential proponents that could offer the bike share service for a trial period.

The Municipality of Kingston recently completed a successful trial and are implementing with dropbike. Other service providers include but limited to are MoBiBikes (Vancouver), VelGo (Ottawa) and U-Bicycle (Victoria, BC). See Attachment A for each of their websites.

Community Bike Sharing Program

2018 09 24

Page 2.

The benefits of bike sharing are as follows:

- Promoting a healthy active living lifestyle
- Convenient and alternative ways to shop
- Driving traffic to your business
- Activate public space
- Increased way to showcase our Community for tourism
- Supports the downtown core
- Connecting areas of the community

The RFP will include the following items to name a few:

1. Key areas to be serviced in the Community
2. Smart App technology for mobile payment capability
3. Day to day support
 - a. Contact number, website
 - b. What type of support provided
4. Value of the operation and ownership model proposed
5. Fee Structure to the public
6. References and Insurance
7. Quality of the installation plan and methodology
8. Quality of the proposed bike units
9. Quality of the user interface
10. Quality of the services proposed
11. Value added components and partnership leveraging
12. Compatibility with existing Sault Ste. Marie infrastructure
13. Timeframe to implement

Working together with the successful proponent and our community partners it will be important to identify potential high use areas across the community to ensure the program is set up for success.

City staff have met with Tourism and have gained their commitment to support the trial, and will promote the service on their social media and website platforms.

City staff are excited at introducing this opportunity to both the citizens of Sault Ste. Marie and the people who are visiting our City. It is recommended that the request for proposal be approved.

FINANCIAL IMPLICATIONS

Staff anticipate trial would be done on a break even basis without investment from the Municipality other than services in kind.

If it is determined that a costing component is required there are potential corporate community partnership programs or corporate sponsors staff could investigate further.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 09 24 be approved.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
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cc: Tim Gowans, Manager - Purchasing

Attachment A – Bike Share

Sample companies and photos only for illustrative purposes.

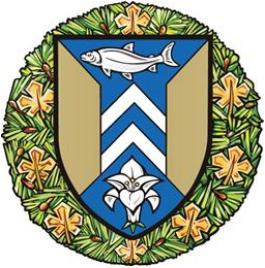


<https://www.dropbike.co/>

<https://www.mobibikes.ca/en/how-it-works>

<https://www.bikeshare.com/bike-shares/velogo/>

<https://www.tourismvictoria.com/plan/local-info/getting-around/u-bicycle>



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: John Rhodes Community Centre Restaurant

PURPOSE

This report has been prepared for Council's approval to allow for rent abatement at the John Rhodes Community Centre Restaurant until the successful proponent obtains a new liquor licence and the restaurant is opened.

BACKGROUND

On June 28, 2018, the City of Sault Ste. Marie issued a Request for Proposals for the leasing and operation of a restaurant/lounge at the John Rhodes Community Centre. At the August 13, 2018 meeting, Council approved the recommended proponent Mr. Jody Wilson (Icebreakers) to operate the restaurant, which was the consensus of the evaluation committee.

ANALYSIS

The City has since been advised that the previous liquor licence for the restaurant has been cancelled by the Alcohol and Gaming Commission of Ontario (AGCO). It was anticipated that any proponent occupying the space would be able to have the previous liquor licence transferred. The transfer process normally takes two to three weeks to complete and would have aligned with the planned opening date in September 2018.

Given that the AGCO has cancelled the licence any proponent is required to apply for a new licence thus preventing the interim transfer option to occur. Staff have been advised that the new application process will take approximately three (3) months or longer to issue. City staff have raised the timeframe concerns to the AGCO. The local AGCO representative is working to expedite the process with the licencing officer handling the application.

Mr. Wilson applied for a new licence on August 16, 2018 after being advised that he was the successful proponent and that a simple interim transfer could not take place while awaiting the arrival of a new licence.

Furthermore, Mr. Wilson has signed the lease agreement and included the \$10,000 deposit as part of the RFP process which the City maintains. In addition Mr. Wilson has remitted the first months payment in the amount of \$4,000 that was due September 1, 2018.

The renovation process is in progress with furniture being moved and changes being planned.

City staff are recommending rent abatement until the restaurant is opened which staff are hopeful will be for December 1, 2018. Mr. Wilson has advised that if the liquor licence is obtained sooner the restaurant will open earlier. If this is the case, it is recommended payments will be prorated for that month. It is anticipated that the liquor licence will be received to enable a start date of December 1st, 2018. It is recommended that, if required beyond December 1st, the Director of Community Services be provided authorization to extend the rent abatement on a month to month basis until the liquor licence is secured.

FINANCIAL IMPLICATIONS

A \$10,000 deposit was made as part of the RFP and remains with the City. The \$4,000 rent payment owed September 1, 2018 was made as agreed.

In light of not being able to open the restaurant until a liquor licence is obtained, and given that the proponent has demonstrated commitment by signing the agreement and making payment, it is recommended that payments will commence on December 1, 2018 in alignment with the approved remittance structure:

Lease payments will be structured as follows:

September to April	\$4,000/month plus HST
May to August	\$2,000/month plus HST

This will see a reduction of \$12,000 in rental payments for the year 2018 (rent abatement for September to November 2018). If an earlier opening date occurs the rent will be prorated for that month and will offset the \$12,000 shortfall. This will also see a reduction in property tax paid to the City in the amount of approximately \$4,098 (\$16,393) for the three (3) month timeframe.

In addition, it is recommended that the \$4,000 payment made in September 2018 be applied to leasehold improvements to aid in renovating the space.

As stated in the Council report dated June 25, 2018 and August 13, 2018 the City will continue to work together with the proponent in the reconfiguration of space

to position the restaurant for long-term success. These recommendations support this statement.

Renovations are underway and Staff will return to Council once figures are available with any support requested that cannot be accommodated under this year's existing budget.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 09 24 be approved.

Further, that an amending agreement and by-law authorizing signature of the agreement appears elsewhere on the Council agenda for approval.

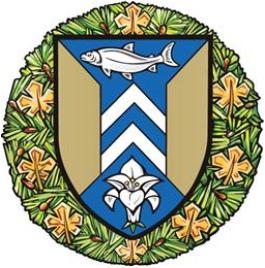
Further, that the Director of Community Services be provided authorization to extend the rent abatement in the event that the liquor license is delayed beyond December 1st with such rent abatement only to be extended until the liquor license is received.

Respectfully submitted,



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cc: Tim Gowans, Manager - Purchasing



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: On Demand Transit Service

PURPOSE

This report has been prepared for Council's approval to support the issuance of an expression of interest for on demand transit service to augment the City's conventional bus service.

BACKGROUND

The Transit department continues to research and explore new ways to ensure the most appropriate and timely service is being provided to the community. Many municipalities are entering into partnerships with third parties to utilize new technologies and/or provide alternative services to meet consumer demand where conventional service does not support in the most economical means.

ANALYSIS

City Transit currently offers on demand service for our paratransit service and for the McQueen Subdivision area to a transfer point at the corner of People's Road and Fourth Line through our current service provider.

City staff would like to explore ways to improve service delivery for paratransit and to the periphery areas of the community within city limits. The aim is to further support our traditional system and the new routes that have been implemented through the route optimization process. The expression of interest will ask potential proponents to provide options to address a number of items including:

1. Smart App technology for true on-demand and real time information
 - a. Smart Card and website
 - b. SMS/text and phone (still facilitate by traditional service)
2. Alternative for Ambulatory care service
3. On demand solutions for difficult areas to service

4. General costing analysis for proposed solutions

An example of one such service being provided can be reviewed in Appendix A servicing the community of Belleville.

City staff are recommending that the results of the expression of interest be presented to Council for further discussion.

FINANCIAL IMPLICATIONS

New models will be presented to Council at a future meeting and estimated costs will be provided to Council with the 2019 budget for their deliberation.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 09 24 be approved and staff be authorized to issue an Expression of Interest to explore on-demand transit options.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
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cc: Tim Gowans, Manager - Purchasing

Appendix A

Belleville transit pilot project ditches fixed routes for bus-hailing system

Aims to be more effective with the same resources, or fewer — where drivers no longer just drive around a route and hope to pick people up



JAMES MCLEOD

September, 10, 2018
6:24 PM EDT

Next week the City of Belleville, Ont., will partner with Toronto-based Pantonium to conduct an experiment in public transit, making the city's bus service act a little bit more like a ride-hailing service.

Starting on Sept. 17, night bus service will no longer operate along defined routes; instead, riders will use an app to request a pickup and drop-off point, and then intelligent routing software provided by Pantonium will direct bus drivers.

Paul Buck, transit manager for Belleville, said that right now transit systems operate on a pre-digital way of thinking, and the city is hoping to modernize.

"Absolutely it will change how we plan our services. The traditional method is you design the route based on your population densities, and where people are and where you think they want to go," he said.

"You drive around that route and you hope you pick people up."

Belleville's public transit system is small. The city has a population of only about 50,000, and Buck said the transit system did 996,000 rides last year — less than what the Toronto Transit Commission handles in a single day.

But for Pantonium, founded in 2010, it's the first step into route optimization for a public transit system.

CEO Remi Desa said the startup has been growing without relying on venture capital funding by providing services to non-emergency medical transportation companies that operate in the United States, transporting patients to medical appointments.

"We saw this is a really good test industry for us to find customers quickly, because we wanted to go into public transportation, but as you know, public transit is very risk averse," Desa said.

Desa said there's a good business case for innovation in public transit, though, because out of high-density downtown urban areas, big diesel buses are inefficient because they spend most of their time circling around routes with few passengers on board.

“Even in Toronto with the TTC, there are lots of areas that are less dense, that having fixed-route transportation is not a very effective way,” he said.

“As soon as you go to areas like the suburbs, like Mississauga, there’s a reason you’ll usually see buses mostly empty, because it’s that mismatch.”

Transportation is a particularly hot topic in the tech world right now, with many companies tackling ways to move people around more effectively. Uber and Lyft are challenging the classic taxi system, while Elon Musk’s “hyperloop” proposes to move people long distances at lower cost. Kitty Hawk, founded by Google co-founder Larry Page, is trying to make flying cars a reality, and electric scooter companies Lime and Bird are both venture capital darlings.

The unifying trend in transportation innovation is moving away from one-size-fits-all solutions — for example, everybody owning their own car — and shifting toward using technology so that each trip uses the most efficient vehicle to minimize congestion and emissions.

Desa said he thinks there are four big factors driving people to reimagine the transportation systems: electric vehicles with different capabilities than traditional gasoline vehicles, cloud-connected vehicles for better fleet management, the looming prospect of autonomous vehicles causing managers to reimagine their systems, and the rise of Uber and Lyft as ride hailing services that serve to demonstrate how technology can make transportation more convenient.

“As soon as you go to areas like the suburbs, like Mississauga, there’s a reason you’ll usually see buses mostly empty, because it’s that mismatch”

The town of Innisfil, Ont., has gone all out by subsidizing Uber rides as a replacement for a transit system. He thinks it's an interesting experiment, Desa said, but said Uber prioritizes speed over efficiency, and most municipalities will want to take a different approach.

"Our view is more of you want to control your own operation, you want to manage it, whether you do it with cars, with vans, with buses, that's up to you," he said. "But we give you the tools to do it on your own."

In Belleville, Buck said the overwhelming majority of riders have a smartphone or a tablet, and people are pressuring the municipality to adopt modern technology. As a backstop, people can also book rides online or through a phone call.

If the initial pilot project goes well, he said, the city would like to rejig the transit system to be more flexible, and less reliant on 40-foot diesel buses driving around in circles.

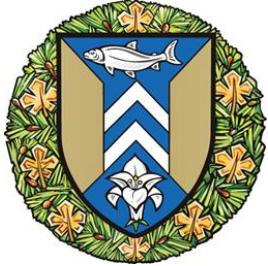
"(Eventually) this app will allow us to use smaller community-type service and pick people up, bring them out to our larger key service areas," he said.

"I think this is something that a lot of smaller agencies are going to look into, and look at, because it will give them the opportunity to provide better services with the same resources, or fewer."

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Comments

Share your thoughts



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Seniors Active Living Centre Grant Agreement

PURPOSE

The purpose of this report is to seek Council approval to enter into agreements with Her Majesty the Queen in the right of Ontario as represented by the Minister of Seniors and Accessibility for funding to support both the Seniors Drop-In Centre and the Northern Community Centre Seniors Active Living sites.

BACKGROUND

The City of Sault Ste. Marie operates two Seniors Active Living Centres which offer social, cultural, learning and recreational programs for seniors that promote health and well-being.

As the Ministry for Seniors and Accessibility moves forward with modernizing the program, an updated transfer payment agreement is required. The agreement represents the City's contract with the province, which will replace the Terms and Conditions that the City had signed in 2014.

ANALYSIS

The Sault's median age is 45.7 and 28% of Sault residents are 65 years of age or older. The grant provides funding to assist with the day to day operations of the Seniors Active Living Centres.

The City has received \$42,700 for each seniors centre location. The operating funding is provided to the City on a monthly basis. Further, an additional \$9,359.66 has been received for each site to support project grant expenditures ("Special Grant") which are allocated to support the purchase of equipment and capital upgrades.

Seniors Active Living Centre Grant Agreement

2018 09 24

Page 2.

FINANCIAL IMPLICATIONS

The City has received notification that we have been approved for funding through the Ministry of Seniors and Accessibility. The operating grant in the amount of \$42,700 is included in the 2019 annual operating budgets for both the Seniors Drop-In Centre and the Northern Community Centres Seniors. In addition, each location will receive \$9,359.66 in capital funding.

STRATEGIC PLAN / POLICY IMPACT

This matter is referenced in the Corporate Strategic Plans, Focus Area: Quality of Life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“That the report of the Manager of Recreation and Culture dated 2018 09 24 concerning the agreements with Her Majesty the Queen in the right of Ontario as represented by the Minister of Seniors and Accessibility for funding to support both the Seniors Drop-In Centre and the Northern Community Centre Seniors Active Living sites be approved.”

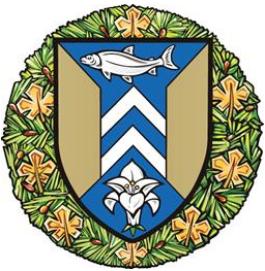
“The relevant By-law 2018-204 (Northern Community Centre Active Living Centre site) appears elsewhere on the agenda and is recommended for approval.”

“The relevant By-law 2018-205 (Seniors Drop-In Active Living Centre site) appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod
Manager Recreation & Culture
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The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Skating Trails and Other Winter Activities

PURPOSE

The purpose of this report is to respond to the December 11, 2017 City Council resolution:

Whereas many municipalities across Canada have developed skating trails as a new way to keep residents active in the winter months; and

Whereas a healthy population is a happy and productive population, with lower rates of medical issues and common health problems; and

Whereas Toronto, Winnipeg, Hamilton, Edmonton, Huntsville and Whitehorse have developed skating trails, either on rivers or land, ranging from one to eleven kilometres in length;

Now Therefore Be It Resolved that City staff be requested, in consultation with the Parks and Recreation Advisory Committee, to explore opportunities for the development of a skating trail or other recreational activities within the City.

BACKGROUND

City Staff and the Parks and Recreation Advisory Committee have had several meetings to review the request from Council.

At the January 9, 2018 meeting of Parks and Recreation Advisory Committee the resolution was reviewed and the Committee passed a resolution to form a sub-committee to explore the opportunities for the development of a skating trail or other recreational activities.

In preparation for the first sub-committee meeting staff prepared an overview document which provided a historical background on municipal outdoor ice rinks.

Skating Trails and Other Winter Activities

2018 09 24

Page 2.

An inventory of outdoor winter activities offered in the community and surrounding area is attached. (Attachment A)

On March 26, 2018 the sub-committee held their first meeting and reviewed the background information. The sub-committee requested staff complete a survey of other communities who have skating trails and asked staff to bring the information back to the sub-committee for discussion.

Communities that have skating trails were surveyed to gather data and develop a determination of their skating trail sizes, support amenities, operational costs, funding support, usage and overall maintenance process and requirements. The overall findings from surveying eleven communities determined that out of the 11 skating trails researched: 6 had free admission, the average length was 1.1 km, most were open daily, with longer hours on the weekends and shorter hours on the weekdays, all had amenities for the public including washrooms and change rooms, 9 used natural ice, all were municipally owned, and the months of operation started as early as November and ended as late as March.

Based on the research gathered and the factors identified staff reviewed municipal green spaces and support amenities to determine the most suitable location for the development of a skating trail. Criteria used included size of space targeting a 750 m trail length, proximately to services such as power, lights, parking, accessible by transit system, high visibility and easy access for equipment.

On September 10, 2018 the Skating Trails Sub-committee reviewed the information and passed the following resolution:

Moved by: B. Lindsay

Seconded by: S. Milne

"Resolved that the Parks & Recreation Skating Trails Sub-Committee recommend to the Parks & Recreation Advisory Committee that a pilot skating trail of approximately 750m in length be installed for the 2019/2020 season at Clergue and the John Rowswell Park and further that the projected cost of \$36,300 per year for operation of the skating trail be referred to the 2019 budget process. The Sub-Committee will explore opportunities for partnerships.

CARRIED

On September 11, 2018 the Parks and Recreation Advisory Committee met to review the information and recommendation of the Sub-Committee and passed the following resolution:

Moved by: B. Lindsay

Seconded by: S. Milne

Skating Trails and Other Winter Activities

2018 09 24

Page 3.

“Resolved that the Parks & Recreation Advisory Committee recommend to City Council that a pilot skating trail of approximately 750m in length be installed for the 2019/2020 season at Clergue and the John Rowswell Park and further that the projected cost of \$36,300 per year for operation of the skating trail be referred to the 2019 budget process. Further, that the subcommittee will explore opportunities for partnerships be approved.”

CARRIED

ANALYSIS

Development Details

Staff reviewed municipal green spaces to determine the most suitable location based on criteria required for the development of a skating trail. The criteria included:

- A greenspace that could accommodate a trail approximately 750 m in length and ability to expand in the future if the pilot were successful.
- Proximity to services such as power
- Proximity to existing lighting for the trail
- Proximity to a water source
- Parking
- Accessible by transit system
- High visibility
- Easy access for equipment required to maintain the skating trail

After review of the criteria Clergue and John Rowswell Park met all of the requirements for the pilot project. Further, if the pilot project is successful there is an opportunity to expand in the future. The location is ideal as it provides lighting around the perimeter of the path and solar lighting is being explored for other segments of the skating trail. A map is attached which provides a sample layout for a trail 700 meters in length. (Attachment B)

Expense Estimates

EXPENSE	ESTIMATE
Labour - Create and maintain skating trail. Includes labour and equipment costs	\$ 15,000.00
On site trailer and Porta Pottie rental	\$ 4,300.00
Security (based on the same hours as the outdoor rinks)	\$ 12,000.00
Support Services (power/water/lights)	\$ 5,000.00
Total	\$ 36,300.00

Recommendation

To implement a pilot project to develop the lower portion of Clergue Park and John Rowswell Park as a natural ice outdoor skating trail. Funding in the total

Skating Trails and Other Winter Activities

2018 09 24

Page 4.

amount of \$36,300 is required for the development, maintenance and equipment costs per season of the skating trail. This funding does not exist within existing operating or capital budgets. Therefore, this request is being referred to the 2019 budget.

The Parks and Recreation Advisory Committee would also like to explore opportunities for community partnerships to assist with the development of the skating trail.

The skating trail pilot project will be reassessed following the first season of operation to determine future skating trail development.

Further, City staff will continue to explore opportunities to expand and partner to deliver additional winter activities.

FINANCIAL IMPLICATIONS

Funding in the total amount of \$36,300 is required for the development, maintenance and equipment costs per season of the skating trail. This funding does not exist within existing operating or capital budgets. Therefore, this item will be referred to the 2019 budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

Focus Area – Quality of Life

RECOMMENDATION

It is therefore recommended that Council take the following action:

“That the report of the Manager of Recreation and Culture dated 2018 09 24 concerning Skating Trails and Other Winter Activities be received and referred to the 2019 budget deliberations. Further, that City Council approve the skating trails pilot project in principle so that City Staff and the Parks and Recreation Advisory Committee can explore opportunities for partnerships to assist with the development costs.”

Respectfully submitted,



Virginia McLeod
Manager Recreation & Culture
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Inventory of Winter Activities

SKATING

Location	Municipal /Private	Notes	Fee
Esposito Rink (Queen St. W)	Municipal	Boarded rink and ice pad, rink shack, security, lighting	FREE
William Merrifield Rink (Henrietta St.)	Municipal	Boarded rink and ice pad, rink shack, security, lighting	FREE
Anna McCrea Rink (Mark St.)	Municipal	Boarded rink and ice pad, rink shack, security, lighting	FREE
Art Jennings Oval (John Rhodes)	Municipal	400 m oval with ice pad, dressing room, lights and music	FREE
Silver Creek Golf Course	Private	Just outside city limits	

CROSS COUNTRY SKIING

Algoma University & Snowden Park	Municipal /Private Partnership	Partnership between Algoma University & the City Groomed loop through Algoma University to Snowden	FREE
Hiawatha Highlands	Private	Offers 47.5 km of trails Prices vary depending on age. Site offers rentals and clubhouse.	Daily \$5-\$17 Seasonal \$50-\$195
Searchmont Ski Resort	Private	Outside city limits.	Daily \$10 or Free with Lift ticket
Stokely Creek Lodge	Private	Outside city limits. Lodge and rental available. Children 5 and under ski for free	Daily \$18-\$23 Seasonal \$200/person or \$400 for a family

FAT BIKING

Hiawatha Highlands	Private	5 Km Trail	Daily \$13-15 or Seasonal \$90-\$175
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SNOWSHOEING

Hiawatha Highlands	Private	Rental available	Daily \$5 Seasonal \$50
Bellevue Park	Municipal		FREE
Crimson Ridge	Private	Offered in 2018 - 15 km of trails	FREE
Searchmont Ski Resort	Private	Outside city limits.	Daily \$10 or Free with Lift ticket
Stokely Creek Lodge	Private	Outside city limits. Lodge and rentals available. Children under 5 are free	Daily \$15-19 Seasonal \$200/person or \$400/family

TOBOGANING

Finn Hill (Black Road)	Municipal	Parking, Porta Pottie	FREE
Bellevue Park	Municipal	Parking	FREE
Elliot Park	Municipal	Parking	FREE

WALKING

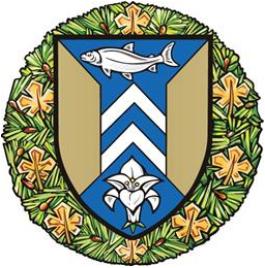
John Rowswell/Clergue Park	Municipal	500 m of cleared pathways	FREE
Bellevue Park	Municipal	1 km of cleared pathways	FREE

DOWNHILL SKIING

Searchmont Ski Resort	Private	Outside city limits. Prices vary depending on age. Site offers rentals. Children Under 5 ski Free.	Daily \$19-\$55 Seasonal \$249-\$679
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Application Map Series
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse
<input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment <input checked="" type="checkbox"/> Illustration
Map Information
City of Sault Ste. Marie Winter Skating Trail Illustration - Clergue Park
Date Created: September 7, 2018
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 2X6
saultstearm.ca 705-759-5368 planning@cityssm.on.ca
This map is for general reference only. Orthorectified - 2016 Census Tabular Projection Details: NAD 1983 UTM Zone 15N UTM coordinates Sault Ste. Marie, Ontario, Canada
20 Meters
0 5 10 15 20



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Heritage Property Agreement (Algonquin Hotel) – Amendment

PURPOSE

The purpose of this report is to seek Council approval to update the Heritage Property Agreement between 1584866 Ontario Inc. (Algonquin Hotel) and the Corporation of the City of Sault Ste. Marie.

BACKGROUND

Built in 1888 by William H. Plummer, the Algonquin Hotel is of architectural significance and its history is interwoven with the development of the City of Sault Ste. Marie. The hotel stands as a monument to the robustness of Victorian architecture in the use of brick masonry and contains a prominent painted metal cornice to the west and south elevations. The Algonquin is the sole surviving member of the large city hotels constructed close to the turn of the century to cater to a young, rapidly expanding industrial centre.

The Heritage Property Agreement includes two parcels of lands described as PIN 31541-0247LT (The Algonquin Hotel) and 31541-0249 LT (north vacant parking area). The property owner has requested that PIN 31541-0249 LT (north vacant parking area) be removed from the Heritage Property Agreement.

ANALYSIS

At the September 12, 2018 meeting the Municipal Heritage Committee reviewed the request that PIN 31541-0249 LT (north vacant parking area) be removed from the Heritage Property Agreement and passed the following resolution:

Moved by: T. Wall

Seconded by: D. Greenwood

“Resolved that the Sault Ste. Marie Municipal Heritage Committee amend the Heritage Property Agreement between the Corporation of the City of Sault Ste. Marie and 1584866 Ontario Inc. (Algonquin Hotel) by removing PIN 31541-0249

LT from the agreement and that the amended agreement be sent to City Council for approval.”

CARRIED

FINANCIAL IMPLICATIONS

The Algonquin Hotel is currently enrolled in the Property Tax Rebate Program and the removal of PIN 31541-0249 LT (north vacant parking area) will have a minimal impact on the property tax rebate.

STRATEGIC PLAN / POLICY IMPACT

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“That the report of the Manager of Recreation and Culture dated 2018 09 24 concerning the Heritage Property Agreement between 1584866 Ontario Inc. and the Corporation of the City of Sault Ste. Marie be amended by removing PIN 31541-0249 LT (north vacant parking area) be approved.”

“The relevant By-law 2018-185 is listed elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod
Manager Recreation & Culture
705.759.5311
v.mcledon@cityssm.on.ca

TO THE LAND REGISTRAR FOR THE LAND TITLES OFFICE OF THE DISTRICT OF ALGOMA

The Corporation of the City of Sault Ste. Marie has an unregistered estate, right, interest or equity in the land described as all of PIN 31541-0247 LT.

The land is registered in the name of ... and we hereby apply under s. 71 of the Land Titles Act and s. 37(2) of the Ontario Heritage Act for the entry of notice of heritage properties agreement on the said PIN.

THIS HERITAGE PROPERTIES AGREEMENT made this 24 day of September, 2018

B E T W E E N:

1584866 Ontario Inc.
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Sault Ste. Marie in the District of Algoma and Province of Ontario, and municipally known as # (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and on which there is # (hereinafter called the "Eligible Heritage Property");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into agreements or covenants with owners of real property, or interests therein, for the conservation of Eligible Heritage Property of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such agreements and covenants entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any

subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such agreements and covenants;

AND WHEREAS the Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Eligible Heritage Property on the Property as set out in the "Reasons for Identification" ;

AND WHEREAS to this end, the Owner and the City agree to enter into this Heritage Property Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the covenants herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants and restrictions which shall run with the Eligible Heritage Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the City agree that for the purposes of this Agreement the following statement (hereinafter called the "Description of Property") sets out the description of the Eligible Heritage Property that has been identified by the City as having historic and architectural significance:

Built in 1888 by William H. Plummer, the Algonquin Hotel is of architectural significance and its history is interwoven with the development of the City of Sault Ste. Marie. The hotel stands as a monument to the robustness of Victorian architecture in the use of brick masonry and contains a prominent painted metal cornice to the west and south elevations. The Algonquin is the sole surviving member of the large city hotels constructed close to the turn of the century to cater to a young, rapidly expanding industrial centre.

A complete description of the Eligible Heritage Property and the reasons for designation are filed with the Recreation and Culture Division of the Community Services Department.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as "the Photographs", document the state of the Eligible Heritage Property as of the date of execution of this Agreement. The original photographs dated October of 2006 will be kept on file at the offices of the Recreation and Culture Division of the Community Services

Department or such other location as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain significant features of the appearance or the construction of the Eligible Heritage Property and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Eligible Heritage Property pursuant to paragraph 2.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Eligible Heritage Property as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs on file or drawings and other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner at all times during the currency of this Agreement keep the Eligible Heritage Property insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Eligible Heritage Property. Upon execution of this agreement, the Owner shall deliver to the City proof of insurance in a form satisfactory to the City. The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Eligible Heritage Property within ten (10) clear days of such damage or destruction occurring. In the event that the Eligible Heritage Property is damaged or destroyed and the replacement, rebuilding,

restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Eligible Heritage Property, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the City to demolish the Eligible Heritage Property, pursuant to paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Eligible Heritage Property.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.4 or if the City does not give the approval to demolish referred to in paragraph 2.4, the Owner shall replace, rebuild, restore or repair the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Eligible Heritage Property to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Eligible Heritage Property to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore or repair the Eligible Heritage Property in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the Eligible

Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Eligible Heritage Property

The Owner shall at all times maintain the Eligible Heritage Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Eligible Heritage Property's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Eligible Heritage Property from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Eligible Heritage Property of any signs, awnings, television aerials satellite dishes or other objects of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Eligible Heritage Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Eligible Heritage Property, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the City:

- (a) grant any easement or right-of-way which would adversely affect the agreement hereby granted;
- (b) erect or remove or permit the erection or removal of any Eligible Heritage Property, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Eligible Heritage Property or the Property or (ii) causing any damage to the Eligible Heritage Property;
- (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and

- (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 General

The Owner agrees to procure and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this agreement shall have a priority over any other interest in the Property,

2.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the City and recoverable by the City by action in a court of law.

2.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.13 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Eligible Heritage Property as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Eligible Heritage Property, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Eligible Heritage Property or occupants of the Eligible Heritage Property at risk of damage,

provided that the *Eligible Heritage Property Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the Manager of Recreation & Culture is consulted.

3.0 USE OF PROPERTY

- 3.1 The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 INSPECTION OF THE PROPERTY

4.1 Inspection by City at All Reasonable Times

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Eligible Heritage Property upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 NOTICE OF HERITAGE PROPERTY AGREEMENT

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Eligible Heritage Property in a tasteful manner and at the City's expense indicating that the Eligible Heritage Property has been designated as a heritage property.

5.2 Publicity

The Owner agrees to allow the City to publicize the fact that the property has been designated a heritage property.

6.0 SEVERABILITY OF COVENANTS

6.1 Proper Covenants Not to Terminate

The Owner and the City agree that all covenants and restrictions contained in this Agreement shall be severable, and that should any covenant or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants and restrictions shall not terminate thereby.

7.0 NOTICE

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner: Mr. Martin Fiser
1584866 Ontario Inc.
864 Queen St. E.
Sault Ste. Marie, ON P6A 2B4

The City: The Corporation of the City of Sault Ste. Marie
Manager of Recreation and Culture
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 ENTIRETY

8.1 No Extraneous Agreements Between the Parties

Except as set out herein, this written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 SUBSEQUENT INSTRUMENTS

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property. The Owner consents to the registration of this heritage property agreement against the title of the Eligible Heritage Property.

9.2 Notice to Municipality

The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property.

10.0 INTERPRETATION

- 10.1** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 10.2** This Agreement shall be construed with all changes in number and gender as may be required by the context.

11.0 ENUREMENT

11.1 Covenants to Run With the Property

The covenants and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 TERMINATION

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the date of receipt of approval to demolish pursuant to paragraph 2.3

This agreement is authorized under By-law 2018-185 of The Corporation of the City of Sault Ste. Marie.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

**SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF A WITNESS)**

Witness

Name: Martin Fiser
Title: Owner

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

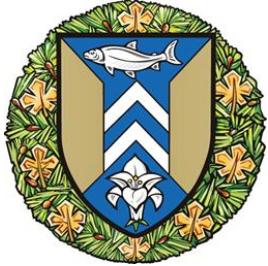
MAYOR – CHRISTIAN PROVENZANO

CLERK - MALCOLM WHITE

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma, and being composed of

PIN 31541-0247 (LT) – LT A, B, C PL 605 ST. MARY'S EXCEPT T55259, SAULT STE. MARIE.



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Sam Piraino, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal By-Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 93-165, which appoints municipal by-law enforcement officers.

BACKGROUND

By-Law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

This is an operational activity not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-192 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Sam Piraino
Manager of Transit and Parking
705.759.5848
s.piraino@cityssm.on.ca

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



**Community Development and
Enterprise Services**
Sam Piraino
Manager of
Transit & Parking

2018 09 12

Melanie Borowicz-Sibenik, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL BY-LAW ENFORCEMENT OFFICERS

Please amend Schedule "A" to by-law 93-165, being a by-law to appoint Municipal By-Law Enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal By-Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

We request that Schedule "A" be amended to include:

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
105	Hopkinson, David	Corporation of the City of Sault Ste. Marie	Downtown Parking Lots

Would you please amend By-law 93-165 with the new attached Schedule "A."

Thank you.

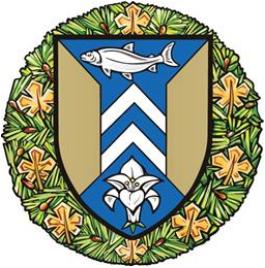
Yours truly,

A blue ink signature of the name Sam Piraino.

Sam Piraino
Manager of Transit and Parking

SCHEDULE "A"

Sam Piraino	3
David Etchells	51
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102
Timothy Lanthier	103
Brian Ford	104
David Hopkinson	105



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Engineering Fees – Downtown Traffic Study

PURPOSE

The purpose of this report is to obtain approval for additional engineering fees for the Downtown Traffic Study.

BACKGROUND

At the 2017 07 17 and 2017 08 21 meetings, Council approved entering into an agreement for professional engineering services with IBI Group to conduct an environmental assessment/downtown traffic study. The fee limit for the study was approved at \$100,910.

ANALYSIS

It is never possible to know beforehand the cost of environmental assessments. It depends largely on the volume of input and follow-up required to resolve questions posed by individuals and agencies during the process. In order to address the interests of the Downtown Association, a workshop has been scheduled for late September to provide another opportunity to discuss member concerns and the findings of the traffic specialist. The estimate of additional fees is \$14,000. The City's procurement by-law requires any in-scope change in excess of a 10% cumulative tolerance level and/or greater than the CAO's approval limit to be approved by Council. Given the interest in the study, it is likely that additional fees will be warranted. Staff recommends \$20,000 be added to the fee limit for a new project total of \$121,000.

FINANCIAL IMPLICATIONS

The original \$100,910 funds were covered under the 2017 capital budget. The Finance Department has confirmed that the additional \$20,000 can be funded from the 2018 miscellaneous construction budget from the allocation for environmental assessments.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure and quality of life focus areas of the strategic plan.

RECOMMENDATION

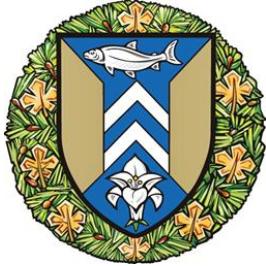
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 09 24 be received, and that the recommendation to raise the engineering fee limit for the Downtown Traffic Study by \$20,000 to \$121,000 with funds from the unallocated 2017 miscellaneous construction budget, be approved.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
705.759.5329
d.elliott@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

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor

DEPARTMENT: Legal Department

RE: Licence Extension on Provincial Lands

PURPOSE

The purpose of this report is to update Council on the status of the Licence Agreement between the City and the Ministry of Transportation that permits the City to use property owned by the Ministry of Transportation (the “Subject Property”) while matters related to the widening of Black Road are being finalized.

ATTACHMENT

The Licence Agreement is attached as Schedule “A”.

BACKGROUND

On July 18, 2016 Council passed By-law 2016-111 authorizing the execution of a Licence Agreement (the “Agreement”) between the City and the Ministry of Transportation, facilitated by the Ontario Realty Corporation (the “ORC”). This Agreement allowed the City to access the Subject Property until such time as the transfer of the Subject Property is complete.

The Agreement took effect on September 23, 2016 and had a one year term. This term was extended for an additional year expiring on September 23, 2018. Matters related to the property acquisition are underway, however will not be completed before the expiry of the Agreement term.

ANALYSIS

Pursuant to the Agreement, the City is required to provide notice in writing to the ORC to request an extension of the Agreement. Notice was provided on September 10, 2018. ORC has granted an extension of the Licence Agreement on the same terms for an additional year.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor dated 2018 09 24 concerning the extension of a Licence Agreement between the City and the Ministry of Transportation regarding use of property at Black Road be received as information.

Respectfully submitted,



Jeffrey King
Solicitor

JK/tj
Enclosure

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Licence Extension for Provincial Lands.docx

Schedule "A".

Ministry of Transportation Engineering Office Property Section Northeastern Region 447 McKeown Avenue, Suite 301 North Bay, ON P1B 9S9	Ministère des Transports Bureau du génie Section des biens immobiliers Région du Nord-Est 447 McKeown Avenue, bureau 301 North Bay ON P1B 9S9
Tel: (705) 497-6813 Fax: (705) 497-5509	Tél: (705) 497-6813 Téléc: (705) 497-5509



April 22, 2016

The Corporation of the City of Sault Ste Marie
P.O. Box 560
99 Foster Drive
Sault Ste Marie, ON P6A 5N1

Attention: Melanie Borowicz-Sibenik, Assistant City Solicitor

Dear Ms. Borowicz-Sibenik

RE: Letter of Licence Agreement
L. M. File: N-06258
Firstly: Part of Lots 1 & 2, Concession 4
Ministry Plan P-8144-7, Township of St. Mary's
Secondly: Part of NE 1/4 of Section 33
Ministry Plan P-8144-8, Township of Tarentorous
Both now in the City of Sault Ste Marie
District of Algoma, Black Road

The Corporation of the City of Sault Ste Marie ("City") has made it known to the Ministry of Transportation Ontario ("Ministry") that it wishes to purchase Ministry lands located in Firstly: Part of Lots 1 & 2, Concession 4, Township of St. Mary's and Secondly: Part of the NE1/4 of Section 33, Township of Tarentorous, both now in the City of Sault Ste Marie, as shown on the sketch, a copy of which sketch is attached hereto as Schedule A, which sketch forms a part of this agreement, herein after referred to as the "Ministry lands".

Further to your request to purchase the Ministry lands and by this letter, in the interim the Ministry grants City, a licence to access and carry out the necessary work to construct the Black Road widening on Ministry lands, at the City's own expense, upon the following terms and conditions:

1. The Ministry grants to City, an interim licence for a one-time fee of \$2.00 (receipt of which is hereby acknowledged), to access or to have an agent of City access Ministry lands for the above noted purposes.
2. City agrees that it does not have any right to use the Ministry lands, except in accordance with the terms and conditions of this licence as contained herein, and that it accepts this licence subject to such limitations as contained herein.
3. It is understood and agreed that this Licence Agreement will be conveyed to City, by this one document. This licence is restricted solely to City and not to any other subsequent parties.
4. City shall not assign or alienate in whole or in part, this Licence Agreement. City shall only use the property as noted above and for no other purposes.
5. The City acknowledges that it will be responsible to pay the Ministry the market value of the Ministry lands required for the Black Road widening. The City further

- acknowledges that it will be responsible to have an appraisal completed for the lands required for the Black Road widening and all associated costs for the appraisal.
6. The City further acknowledges that the sale of the Ministry lands required for the Black Road widening may be subject to easement protection. All reference plan, legal and registration costs associated with easement protection will be the responsibility of the City including all associated costs.
 7. The City further acknowledges that it will be responsible for all reference plan, legal and registration costs required to complete the transfer of the Ministry lands to the City. All reference plans are to be forwarded to the Ministry for review prior to registration.
 8. The term of this licence shall commence upon this Agreement being executed by a Ministry representative and shall terminate one year after that date or upon the registration of a Transfer of the subject lands from the Ministry to City of the Ministry lands. Should the Transfer not be registered and City wishes to continue with the Licence Agreement after one year, City must submit in writing, three months prior to the termination of this Licence Agreement, a request for a renewal at which time the Ministry will review request and the Ministry will also have the right to increase the licence fee should approval be obtained for a renewal.
 9. City acknowledges and agrees that all costs incurred in conjunction with this licence shall be at its sole expense including but not limited to all legal, registration and reference plan costs.
 10. City acknowledges and agrees that this licence does not in any way whatsoever diminish the rights of the Ministry, the City or any public utility company and their respective agents from entering upon the subject lands for the purpose of constructing, repairing and maintaining or constructing, repairing, maintaining, installing or replacing utilities thereon. It will be the responsibility of City to arrange for utility locates on the Ministry lands. Further City shall be responsible for any damages caused to the land by City or its agents.
 11. The Minister, his servants, agents and contractors may enter upon the Ministry lands at any time and place.
 12. City shall not undertake any construction, improvements, enhancements, or changes to the Ministry's lands without first obtaining the approval of the Ministry. Furthermore, all construction, improvements, enhancements, or changes to the Ministry's lands that are approved by the Ministry shall be at City's sole expense.
 13. All such work under this Licence Agreement shall be in accordance with all legislation, regulations and rules and any necessary permits required shall be the responsibility of City and City shall comply with all legislation that may be applicable.
 14. City, further agrees at its sole cost and expense to:
 - i. Minimize disruption to the Ministry lands and vegetation during construction of Black Road widening and if necessary remedy any physical or environmental damage that would result from same, which would include the removal of any fallen trees/vegetation as a result of the said work.
 - ii. Not to perform any acts or carry on any practice which may damage the land.
 - iii. Be responsible for any damage to the adjacent highway or properties, caused as a result access over Ministry lands.
 - iv. Be responsible for all necessary environmental assessments.
 - v. Obtain and keep in force, [and to deliver evidence thereof, if requested by the "Ministry" or its agents or representatives], Public Liability Insurance in the amount of \$5,000,000.00. In all policies, City agrees to name the Ministry of Transportation Ontario as an additional named co-insured, ensure a cross liability

- clause, not to be cancelled or altered except to giving not less than 30 days written notice to the Ministry.
- vi. Not store any equipment, nor dispense any class of chemical or petroleum products on Ministry lands.
 - vii. Not to commit or suffer to be committed any waste upon, or damage to, or any nuisance, other act or thing, which disturbs or interferes with any person on, or adjacent to the Ministry lands.
 - viii. Not to do, or permit anything to be done in, upon or about the Ministry lands which would in any way conflict with any Federal, Provincial laws, ordinances statutes rules and regulations or Municipal by-laws.
15. City shall indemnify and save harmless the Ministry and its representatives from and against all costs or actions, including legal and witness costs, claims, demands, civil actions, prosecutions or administrative hearings, fines, judgements, awards, including awards of costs that may arise as a result of the condition or use by City of the Ministry lands, any order issued in connection with the condition of the Ministry lands, or any loss, damage, or injury caused either directly or indirectly as a result of the condition or use by City of the Ministry lands. This provision is absolute and final and applies whether damages arise out of negligence or otherwise and whether they result in economic loss, injury, or damage to the property and it shall survive the termination of this Agreement.
16. City hereby agrees to forever discharge and release the Ministry, its employees, agents and servants from any claims or demands of any kind whatsoever, past, present and future, arising from or in connection with the use of Ministry lands. This provision shall survive the termination of this Agreement.
17. Any notice or documents ("notice") required under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or facsimile ("fax") to the Ministry or to City.

If you are satisfied with the terms and conditions of this Agreement, please sign both copies; initial all pages as well as Schedule A, to indicate your acceptance of the terms and conditions of this Licence Agreement. Return both copies to this office, so that the appropriate Ministry official can execute the Agreement on behalf of the Ministry. Once the Ministry official has executed the Agreement, you will be provided with a signed copy, whereupon you can enter upon the Ministry's lands.

Laurie Lebeau
Laurie Lebeau
Real Estate Officer

Signed at _____ this ____ day of _____, 2016

The Corporation of the City of Sault Ste Marie
Per: _____ Per: _____
Name: _____ Name: _____
Title: _____ Title: _____
I/We have the authority to bind this corporation

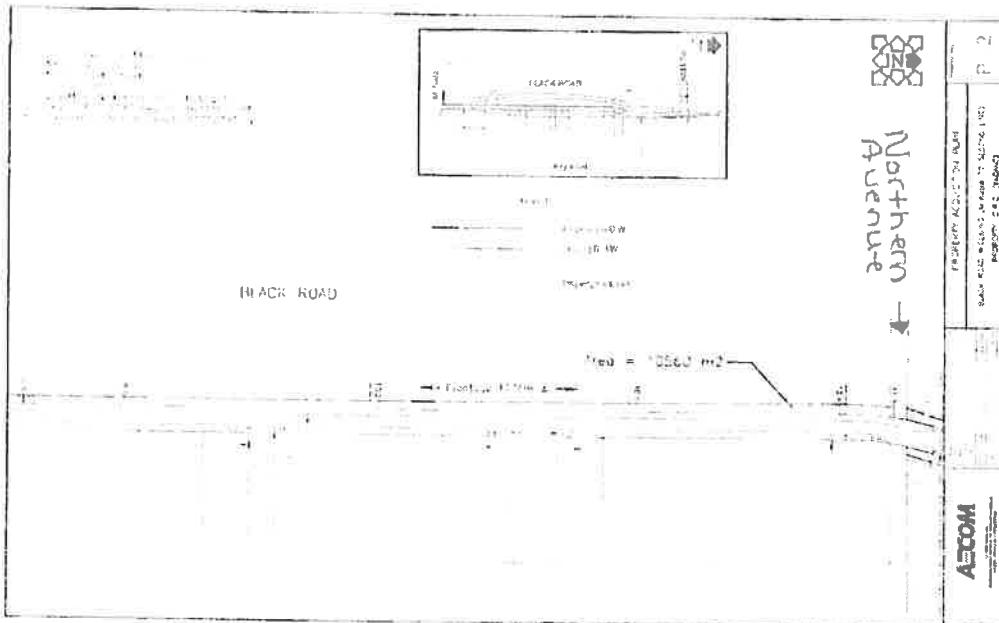
Signed at _____ this ____ day of _____, 2016

HER MAJESTY THE QUEEN in right of the
Province of Ontario, representative by the
Minister of Transportation for the Province of Ontario

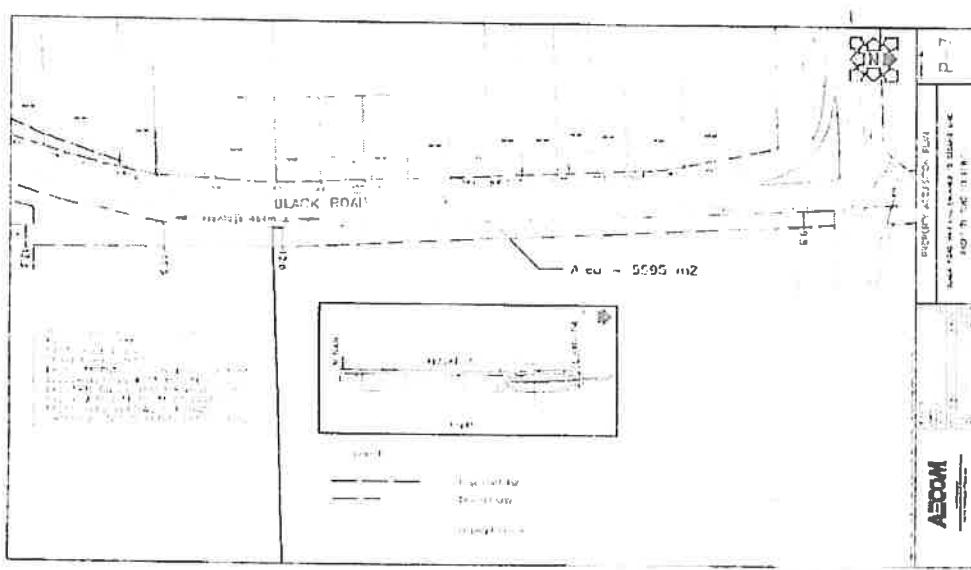
THE MINISTER OF TRANSPORTATION

By delegation to the Regional Director Eric Dodge

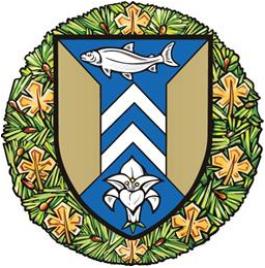
SCHEDULE A



Phase I



W. H. C. (1961)



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor

DEPARTMENT: Legal Department

RE: Repeal By-law 70-342 – Trailer Parks and Mobile Home Parks

PURPOSE

The purpose of this report is to recommend that Council repeal By-law 70-342 which regulates Trailer Parks and Mobile Home Parks as a standard of regulations imposed by external agencies and through existing by-laws will maintain the health and safety of the public residing in and around Trailer Parks and Mobile Home Parks.

ATTACHMENT

Schedule "A" – Memo from Mobile Home Park requesting exemption.

BACKGROUND

By-law 70-342 currently licenses and regulates Trailer Parks and Mobile Home Parks within the City of Sault Ste. Marie. It contains specific requirements for owners of Trailer Parks and Mobile Home Parks to obtain a licence and maintain standards that protect the health and safety of its residents.

In late July of this year, the City received a Memo from an existing Mobile Home Park owner requesting they be deemed exempt from the By-law discussed herein. Noteworthy, is that in over 50 years of operation, this particular Mobile Home Park was never previously licensed by the City, nor was it aware of such regulations. This Memo is attached to this report.

Further review of operations and application of the by-law revealed that the City has not acted on the provisions of this licensing by-law since it was enacted.

The Mobile Home Park owners plead that they cannot meet the requirements of the by-law. Reviewing the particular by-law and the legislation effecting Trailer Parks and Mobile Home Parks revealed that if the City intends to license and regulate Trailer Parks and Mobile Home Parks, it would be necessary to revise

Repeal By-law 70-342 – Trailer Parks and Mobile Home Parks

2018 09 10

Page 2.

and amend the by-law to bring it into alignment with current licensing practices, as well as existing statutory and regulatory requirements.

ANALYSIS

Within the City boundaries, no more than three Mobile Home Parks exist. The entirety of these parks have coexisted for several decades; none are licensed, nor have they ever been licensed pursuant to this by-law. The fees have not been adjusted or reviewed since 1971, which was to reduce the rate from \$20.00 to \$10.00. These fees have not been paid, nor have licenses been issued.

Currently, Mobile Home Parks in the City are regulated in the current Zoning By-law as only permitted in a “Mobile Home Residential” zone (R6). Any new development would be subject to the City’s Zoning By-law and would require City Council’s approval and could be subject to Site Plan Control.

Should City Council repeal this by-law, it would be further recommended that all currently operated Trailer Parks and Mobile Home Parks within the City as of the date of this report be designated under Site Plan Control to control the expansion and provide review of required drainage.

Any complaints received by By-law Enforcement regarding the Trailer Parks and Mobile Home Parks can be addressed by enforcing by-laws consistent with other residential areas in the City.

By-law 70-342 contains regulations that contain an exhaustive list of requirements for the Trailer Parks and Mobile Home Parks that must be met before a licence can be issued. These requirements form part of Standards that are outdated and have been replaced by newer versions. Further, they are very specific and there is no discretion or flexibility in the by-law. The Ontario Building Code references the specific standards.

Most of the regulations contained in the by-law are in place to mitigate problems and harms such as nuisance, noise, property standards, garbage, emergency access, and health and safety. These concerns may also be addressed by enforcing existing by-laws enacted by the City and provincial statutes required by other regulatory agencies, as described herein:

- The requirements of the Property Standards By-law and Dirty Yards By-law may be enforced to ensure the property is maintained in a safe, clean manner, free from standing water, long grass and debris, and the service buildings are maintained for their intended purposes.
- The City's noise by-laws may be enforced to address nuisance control measures in the by-law set out to mitigate concerns of noise by neighbouring properties;

Repeal By-law 70-342 – Trailer Parks and Mobile Home Parks

2018 09 10

Page 3.

- Algoma Public Health inspects and enforces legislation to ensure potable water is provided and the sanitary system is sufficient for the volume and use of the property. Algoma Public Health may contact the Ministry of the Environment if warranted.
- The City's Fire Prevention Unit has authority to inspect the site to ensure that fire access routes are maintained, fire extinguishers are on site and other fire prevention measures are provided to ensure life safety from the harm of fire.
- The Open Air Burning By-law may be enforced in trailer parks to mitigate the risk of camp fires and the Fireworks By-law to mitigate the risks associated with fireworks.
- The Electrical Safety Authority inspects the electrical connections and supply within the trailer park to mitigate electrical safety risks.
- The Ontario Building Code and Zoning By-law regulate the construction of permanent structures within trailer parks and inspects any Mobile Home being added in a Park.
- The Ministry of Natural Resources and Sault Ste. Marie Conservation Authority regulate the activities of trailer parks in providing conditions and/or restrictions on locations close to water bodies and the associated flood plains.

If Council repeals the current by-law and discontinues the licensing of Trailer Parks and Mobile Home Parks it does not represent a revenue loss to the City, and further, it would not affect the cost of enforcement as the avenues listed above would continue to apply. Further, designating current Trailer Parks and Mobile Home Parks under Site Plan Control would allow the City to manage future developments. New Trailer Parks and Mobile Home Parks, would be subject to the same, in addition to requiring a rezoning.

It is not recommended to continue or pursue any type of amendment to the current by-law in light of financial implications and the lack of any financial return, limited resources to enforce such a by-law, and the prejudice caused to those with existing Trailer and Mobile Home Park operations within the City.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Recommend that Council repeal By-law 70-342, and By-law 71-217, which licence and regulate Trailer Parks and Mobile Home Parks within the City. By-law

Repeal By-law 70-342 – Trailer Parks and Mobile Home Parks

2018 09 10

Page 4.

2018-201 which repeals By-law 70-342 and By-law 71-217 appear elsewhere on the Agenda.

Respectfully submitted,



Jeffrey King
Solicitor

JK/tj
Enclosure

LEGAL\STAFF\COUNCIL REPORTS\2018\REPEAL BY-LAW 70-324.DOCX

Schedule "A"

SAULT STE MARIE MOBILE HOME PARK BY-LAW 70-342
REQUEST TO AMEND

Issue:

Whether to amend by-law 70-342 to exempt pre 1970 mobile home parks in the City of Sault Ste Marie from the application of the by-law.

Background:

The owner of the Root River Trailer Court (RRTC) is requesting that the City amend by-law 70-342 to exempt the RRTC and other city mobile home parks established before 1970 from the application of the by-law.

The owner purchased RRTC as a going concern in the early 1960s. The park is located at 103 Old Highway 17 North within the City limits. Its total land mass is approximately 8.9 acres and it is abutted on the south and east side by the Root River Golf Course and on its north side by other privately held properties. It has 44 mobile home lots and two houses. The park is supported by 2 operating wells, a septic system and a private roadway maintained by the RRTC. It complies with all relevant provincial and municipal health, safety and environmental regulations.

In 2017, while conducting research related to planned infrastructure improvements, the RRTC discovered by-law 70-342. They had no prior knowledge of the by-law. City officials themselves were unaware of the by-law.

On reviewing by-law 70-342 the RRTC learned that it was not in compliance. Worse, they discovered that the terms of the by-law are such that bringing the RRTC into compliance would be both impractical and impossible. By-law 70-342 is, on its face, deeply flawed: it is internally incoherent and inconsistent with current health and safety regulations. The by-law needs substantial revision but doing so will be a complex and time consuming task. There is no obvious market, hazard based, or other pressure to do so and it's, therefore, unlikely to be a priority for the City in the short to mid-term.

But doing nothing now is unacceptable. The RRTC has been working for months with the Ministry of Environment and Climate Change and Kressin Engineers on the design of necessary septic infrastructure improvements. In the immediate term, the RRTC will need to make decisions on whether to make a significant investment to implement the improvements.

The discovery of by-law 70-342 and its non-compliance leaves the RRTC in a state of deep uncertainty and at serious business risk. If the non-compliance issue cannot be remedied it will significantly undercut the value of the business and, in turn, the rationale for making any further investments in it. The implications of that are serious. The RRTC will, effectively, be forced to begin the costly and disruptive process of closing down the

business. Approximately 100 people will lose their homes and their investments in them. It's reasonable to expect negative media coverage.

RRTC wants to work with the City to find a reasonable way forward.

Discussion:

The discovery of by-law 70-342 was a surprise to the RRTC. Despite its present ownership reaching back to the early 1960s, the RRTC had no recollection or record of having been consulted in the development of the by-law, no recollection or record of having been notified of its existence and no recollection or record of the City ever having made any attempt to enforce it. City officials have admitted they were not aware of the by-law. There are no mechanisms in place to administer it.

By-law 70-342 is a challenging read and the rationale behind a number of provisions is unclear relative to mobile home parks. For example, the bylaw requires mobile home parks to have washroom facilities, laundry facilities, and fenced in "drying yards" where automatic dryers are not provided. But the mobile homes found in mobile home parks all have their own internal washrooms and laundry facilities. The by-law also requires recreational facilities for children, but the residents of RRTC are largely seniors. While these standards may make sense for recreational parks they do not relative to permanent mobile home parks.

In addition, the by-law contains provisions that are inconsistent with current safety and liability norms. For example, it permits snow removal within 24 hours of a snow event, allows for traffic speeds up to 30 mph (RRTC's limit is 10 mph), and allows the use of asbestos cement piping.

Among the most troubling requirements of by-law 70-342 are those dealing with lot size. Schedule A, s. 5.4 says the minimum area of each lot shall be 2400 square feet and the minimum width shall be 30 ft. The RRTC lots are 32 feet by 50 feet, providing a per lot area of 1600 square feet. That meets the standard for recreational park lots set out in Schedule B (30 feet wide and 1600 square feet in area) but not Schedule A.

As well, section 5.6 of Schedule A says that, notwithstanding, section 5.4, there must be at least 20 feet clearance between a mobile home and its extensions or additions and any other mobile home. If one were to comply both with the minimum width requirements in s. 5.4 and this clearance requirement, the mobile home and its additions would have to measure not more than 10 feet wide. That doesn't make sense.

The bottom line is that the RRTC and other similarly situated mobile home parks cannot bring themselves into compliance with the lot size requirements of by-law 70-342. The mobile homes are typically organized in rows and essential infrastructure (water lines, septic systems and roadways) is designed around that. There is very little or no opportunity for adjusting lot size. And there's no reasonable rationale for bringing the RRTC into compliance with aspects of the by-law that should clearly only apply to

recreational parks. The same is true relative to aspects of the by-law that are out of line with current norms.

Section 3 of by-law 70-342 (which is primarily aimed at regulating recreational or permanent parks) exempts pre 1970 trailers from its application but does not exempt the land those trailers are situated on. That doesn't make sense, it produces absurd results and it cannot be what was intended. For example, it assumes a mobile home park can shift its basic parameters (lot size, services, etc) on a lot by lot basis as pre 1970 mobile homes move out (there continue to be a number of pre 1970 mobile homes at the RRTC). That's simply not possible.

Conclusion:

By-law 70-342 suffers from a number of flaws with the result that it is impractical and impossible for pre 1970 mobile home parks to bring themselves into compliance with it. Section 3 of the by-law exempts pre 1970 trailers from its application but, inexplicably, not the land/mobile home parks they are situated on. Since 1970, the city has made no effort to administer and enforce the by-law relative to pre-1970 mobile home parks in the City. This may have been based on a rational assumption that pre 1970 trailers and the land they sit on should be treated in the same way. It's reasonable to argue that the failure to explicitly exempt pre 1970 mobile home parks must have been an unfortunate oversight and that it should now be fixed.

At this point, there are not more than 3 mobile home parks within the city limits and they generally appear to be functioning well. The RRTC's positive track record is over 50 years long. It works closely with the various relevant City and provincial authorities to ensure it meets relevant health, safety and environmental standards.

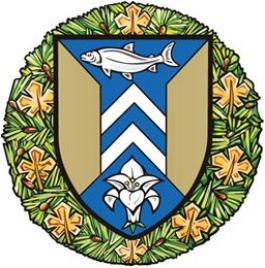
While a complete rebuild of the by-law may be desirable for the longer term, it's a project that will require considerable investment by the City. In the current environment, there is no reasonable expectation that the City will take that on in the short term.

Pre 1970 mobile home parks should be exempt from the application of by-law 70-342 but that does not mean that they will be unregulated. They will continue to meet provincial and city health, safety and environmental regulations.

The RRTC needs direction from the City very soon so that it can make pressing decisions regarding further investment in essential infrastructure.

Recommendation:

On a priority basis, introduce a housekeeping amendment to section 3 of by-law 70-342 exempting pre 1970 mobile home parks from its application.



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Acting City Solicitor

DEPARTMENT: Legal Department

RE: Municipal Capital Facilities Agreement – 137 East Street

PURPOSE

To ensure compliance with the Ministry of Housing and the District of Sault Ste. Marie Social Services Administrative Board (DSSMSSAB) contractual funding obligations; it is recommended that City Council pass a by-law identifying 137 East Street as a Housing Project Facility and authorize a property tax reduction to a rate equivalent to, or lower than, the single residential rate.

BACKGROUND

The project at 137 East Street, now known as 137 East Street Residences, received approval in December 2016 for (4) bachelor, (8) studio and (1) one bedroom apartments under the Investment in Affordable Housing (IAH) Rental Housing Component from the Ministry of Municipal Affairs and Housing (MMAH).

137 East Street Residences are owned by Sault Ste. Marie Housing Corporation and operated by Housing Services. The building operates in partnership with local agencies such as Canadian Mental Health Association and Sault Area Hospital. These agencies provide on-site supports related to the general well-being and tenancies of the individuals who reside there.

Funding for the project was conditional on the achievement of specific milestones as well as entering into a contribution agreement with the Province and the DSSMSSAB.

The IAH Rental Housing Component has one requirement which is outside the DSSMSSAB's jurisdiction. One of the requirements was a property tax reduction at a rate equivalent to or lower than the single residential tax rate within the municipality where the affordable housing new build occurs. The Housing Project Facility By-law 2009-143, being a by-law to provide for a grant for affordable housing projects that had been classified as municipal capital facilities under section 110 of the *Municipal Act*, was passed by City Council on July 27,

2009. To approve the tax reduction, by-laws specific to each property are required to be passed authorizing a Municipal Capital Facilities Agreement between the Municipality and the Property Owner.

ANALYSIS

By-law 2009-143 was passed under section 110 of the *Municipal Act* allowing the City to pay a grant to a housing project that has been designated as a municipal housing project facility; the grant equivalent to be the difference between multi-residential and the residential property tax rate.

FINANCIAL IMPLICATIONS

The 2018 tax rates saw a reduction in the multi-residential class tax ratio to 1.10 from 1.1944 in 2017. The difference in the property tax rate for 2018 is now only 0.00136. For this property the grant equivalent will be approximately \$350, assuming the assessment remains the same.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

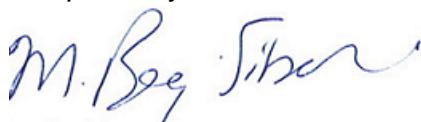
RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council pass By-law 2018-194 naming 137 East Street Residences project at 137 East Street as a Housing Property Facility, authorizing a property tax reduction to a rate equivalent to, or lower than, the single residential rate for the area for a twenty (20) year period.

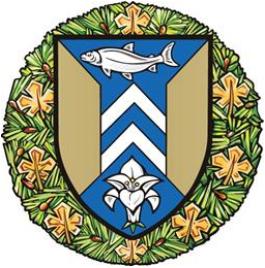
By-law 2018-194 authorizing same for civic address 137 East Street, Sault Ste. Marie appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Acting City Solicitor

MBS/da



The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: PLATO Testing Economic Development Fund Request.docx

PURPOSE

The purpose of this report is to seek Council's approval for a request of the Economic Development Fund (EDF) from PLATO Testing (Professional Aboriginal Testing Organization Inc.).

BACKGROUND

PLATO Testing is a 100% Canadian-based outsource software testing services company that has been in operation since the late fall of 2015. The company is expanding its operations nation-wide and has selected Sault Ste. Marie as the next site of its expansion.

PLATO Testing provides outsourced testing solutions to clients throughout North America, with a focus on projects that would have previously been sent offshore. The company is also a unique social impact business as PLATO Testing is developing and leveraging a network of Aboriginal software testers across Canada. PLATO Testing addresses the technology talent shortage in Canada and brings meaningful training and employment to Aboriginal people.

PLATO has chosen our community as it has a sizeable potential Indigenous workforce and because it has a growing IT demand in the area of Lottery and Gaming development.

PLATO Testing is a subsidiary of a larger, more established company called Professional Quality Assurance Ltd. (PQA Testing). PQA Testing has been in operation in Canada since 1997 and is the company that powers PLATO Testing with its 20+ years of industry experience, technical expertise, national infrastructure and experienced sales force. This expertise combines to provide

the support that PLATO Testing requires to succeed as a technology start-up. PLATO/PQA has office locations in Fredericton, NB; Halifax, NS; Miarmichi, NB; Calgary, AB and Vancouver, BC. The PLATO SSM office will be a central component to the emerging success of the company and its first office in Ontario.

PLATO Testing is driving the growth of the two companies. And growth in PLATO Testing drives growth in PQA Testing meaning that the expansion to Sault Ste. Marie will provide employment opportunity growth for both Indigenous and non-Indigenous IT professionals.

PLATO/PQA are focused on testing and specialize in a variety of testing services ranging from manual functional testing to highly complex integration, automation and performance testing.

PLATO SSM will bring new and transformative employment opportunities and economic benefit to Indigenous people in Algoma region and the North Shore. Based on local and national demand for testing services, PLATO/PQAS aims to train and hire up to 57 new testers for its SSM Office.

Testing services are part of a growth market – IDC estimates that worldwide spending for discrete or standalone testing services eclipsed \$26B from 2015 to 2016. IDC believes that worldwide growth will remain vibrant over the next five years reaching an estimated compound annual growth rate of 9.6% by 2021.

PLATO SSM will be able to draw upon meaningful and large Indigenous youth training pool from surrounding Indigenous populations. PLATO has completed pre-market assessments of talent strategies in partnership with Shingwauk Educational Trust (SET). In the market assessment project led by SET, PLATO established key relationships with Indigenous partners and agencies. PLATO's business model was met with a strong embrace from these partners and is seen as a vital stepping stone for career-building within IT for its members that have achieved a GED or only partial post-secondary education level, yet have strong capacity for learning and growth nearer to home.

PLATO has developed a six month curriculum designed to develop skilled software testers, with four months in lab followed by a two month internship. The company partners with Indigenous and Academic education institutions to organize and host its Foundational Software Tester Training Program. PLATO also has begun discussions and looks forward to collaborating with both Algoma University and Sault College as it establishes operations in Sault Ste. Marie. Trainees that successfully complete this program are offered full-time, permanent employment with PLATO Testing at a living salary and an opportunity to advance in the I.T. industry.

PLATO has worked with the Sault Ste. Marie Innovation Centre (SSMIC) and UP Lottery and Gaming team to advance this project in our community. This project contributes to SSMIC's goals to advance the Information Communications and Technology (ICT) sector. Information provided by PLATO indicates that Canada's digital economy currently employs 877,470 ICT professionals spread throughout all sectors of the economy. The growth in digital jobs has outpaced the overall economy in the last two years by over 4 to 1, leading to a strong demand of 182,000 skilled ICT workers by 2019. Unfortunately, the domestic supply of ICT graduates and workers will be insufficient to meet this demand. Engaging all available talent, including women, youth, immigrants, Indigenous persons and persons with disabilities will be critical in mitigating the talent shortage.

The initial 12-18 months of the business operation are expected to be heavily skewed towards investment and training in personnel. This includes the following highlights:

- \$1.8M in training costs during first three years
- \$7.4M total budget for first three years of operations
- Five introduction courses held
- Staff target of 57 within three years of operations
- Intermediate/Senior resources added at a rate of one for every two junior resources to mentor/support and ensure success on initial engagements

As the scale of the company expansion in Sault Ste. Marie is quite large, PLATO is requesting \$250,000 over two years (\$125,000/ year) to help offset the considerable project start-up costs.

As a technology services company, the bulk of PLATO's costs are related to training and salary of employees. PLATO has applied to both NOHFC and FedNor for funding support. Both organizations have responded very positively to the submission which and are working through final internal due-diligence processes. A decision and announcement from each is expected Fall 2018.

ANALYSIS

The establishment of a PLATO office in Sault Ste. Marie provides a number of significant benefits:

- Continues the growth of the ICT sector with direct job creation that is significant
- Contributes to furthering our Lottery and Gaming sector by building out the portfolio of services offered in Sault Ste. Marie
- Attracts established and credible companies (PLATO and PQA) to the community
- Furthers a significant social impact business that will help drive benefit to First Nations and Metis residents of Sault Ste. Marie and our First Nations neighbours

- Provides capacity building by offering training to Indigenous youth in the region and an entry point to ICT careers
- Presents an opportunity for collaboration between PLATO/PQA and our local post-secondary institutions

A comprehensive package was provided along with the EDF application that includes business plan, financial projections (company confidential) and a copy of the NOHFC application.

The project scale and scope merit support from the EDF Fund and the establishment of PLATO in SSM represents an exciting opportunity for the community.

FINANCIAL IMPLICATIONS

The current uncommitted balance of the 2018 EDF is \$342,000 and the fund remains uncommitted for 2019.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships – Maximize Economic Development and Investment: We foster an environment where economic development dollars are maximized so that existing and new business can flourish.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 09 10 concerning the EDF application from PLATO Testing (Professional Aboriginal Testing Organization Inc.) be approved in the amount of \$125,000 for 2018 and \$125,000 for 2019 for a total of \$250,000.

Respectfully submitted,

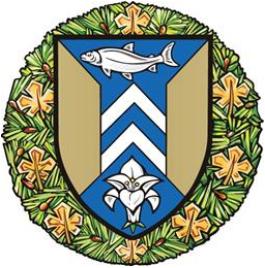


Tom Vair

Deputy CAO, Community Development & Enterprise Services

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The Corporation of the City of Sault Ste. Marie

C O U N C I L R E P O R T

September 24, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: M.S. Norgoma – Update

PURPOSE

The purpose of this report is to provide an update to City Council on the M.S. Norgoma.

BACKGROUND

On April 9, 2018 Council passed the following resolution:

Resolved that the City give immediate notice to the St. Mary's River Marine Centre to terminate the berthing rights of the M.S. Norgoma at the Roberta Bondar Marina effective August 31, 2018; and

Further that staff be directed to work with the St. Mary's River Marine Heritage Centre Board to assist in and support the removal of the M.S. Norgoma from the Roberta Bondar Marina and report back to Council when and if there are any future decisions to be made by Council.

This resolution came as a response to the comprehensive report which was provided to City Council in response to an October 10, 2017 resolution which stated:

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. Mary's 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.

Rather than repeat the extensive history and background of the Norgoma provided in the April report it is included as Attachment A.

ANALYSIS

Following the April 9, 2018 resolution, notice was provided to the St. Mary's River Marine Heritage Centre (SMRMHC) Board that the berthing rights of the M.S. Norgoma were terminated at the Roberta Bondar Marina effective August 31, 2018. Staff has tried to work with the Board to assist in and support the removal of the M.S. Norgoma from the Roberta Bondar Marina from this time.

City staff has met with Board members from SMRMHC on three occasions since the resolution in April. Meetings were held on the following dates:

- May 16th, 2018
- June 5th, 2018 – It was agreed the SMRMHC was going to provide a relocation plan for a meeting on July 4th.
- August 17th – The SMRMHC Board indicated it has been unable to secure a permanent home for the M.S. Norgoma (the meeting scheduled for July 4th, 2018 was postponed by the SMRMHC Board and eventually moved to August to allow the SMRMHC Board members additional time to provide a more conclusive response).

In terms of finding a new location for the M.S. Norgoma, the SMRMHC indicated they approached Parks Canada, the Canadian Bushplane Museum Heritage Centre (C.B.H.C.), the Valleycamp in Sault Michigan and the Conservation Authority to locate the ship on a pier in front of the former hospital site. The

SMRMHC Board also indicated they are reaching out to other potential locations outside of Sault Ste. Marie.

Parks Canada, the C.B.H.C. and Valleycamp all indicated they would not be able to host the M.S. Norgoma. The Conversation Authority is to discuss the potential to locate the M.S. Norgoma on the pier in front of the former hospital at their Board meeting of September 18, 2018.

It should be noted that three of the sites the SMRMHC investigated were also included in the previous City staff report as options with the conclusion the sites were not appropriate (Parks Canada, C.B.H.C, pier at the former hospital site).

The SMRMHC Board also indicated during meetings with staff that they would not have all the funds required to move the boat to the former hospital site if this option proves to be feasible. The estimated cost to move the vessel is approximately \$20,000 and bollards would need to be installed to moor the vessel. It should also be noted there are not services to this site at the present time and a previous staff report estimated these costs to be approximately \$120,000 should this location be considered as a permanent location.

As the Board has been unable to secure a permanent home for the M.S. Norgoma, they have provided a letter (Attachment B) asking for an extension to June 2019 to find a home for the vessel.

In their letter, the SMRMHC Board cites the focus of their efforts on revitalizing the vessel, creating new events, hiring a larger crew of summer students (11 versus the normal group of approximately 6) and reaching out to find community partners. The letter also sites a strategic plan completed with the NORDIK Institute of which an Executive Study was provided (Attachment C).

The resolution passed on April 9, 2018 requested staff report back to Council when and if there are any future decisions to be made by Council. As included in the previous staff report, one of the related issues with the removal of the M.S. Norgoma is the replacement of the docks at the Bondar Marina. These docks need replacing and the replacement of these docks will be determined within 2019 budget deliberations. Should Council approve the budget request, the M.S. Norgoma issue would need to be resolved in order to design and order the docks. With the M.S. Norgoma removed, the marina configuration would be revised to maximize available space.

With this issue in mind, staff recommends the following:

- Provide an extension to the SMRMHC to have a solution in place by February 1st, 2019 in order to have all preparations ready to remove the vessel as soon as Spring thaw permits.
- Revise the termination of berthing rights date to April 15th, 2018 (or as soon as weather/ice conditions permit). This will allow staff the necessary

time to remove the old docks and install the new docks (should they be approved at budget time) in time for the boating season.

Staff will work with SMRMHC Board members to find a solution for February 1st, whether that be a permanent or temporary solution, so as not to effect marina operations in 2019.

FINANCIAL IMPLICATIONS

At this point in time it is too early to identify costs associated with the move of the M.S. Norgoma to a new location given a location has not been determined.

STRATEGIC PLAN / POLICY IMPACT

This item relates to the Corporate Strategic Plans Focus Areas:

- Quality of Life – Promote and Support Arts and Culture
- Community Development and Partnerships – Create Social and Economic Activity

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 09 24 concerning the M.S. Norgoma be received as information.

Further, that notice be served to the St. Mary’s River Marine Centre that an extension has been provided to have a new location for the M.S. Norgoma finalized by February 1st, and,

Further, that berthing rights are terminated as of April 15th (or as soon as weather/ice conditions permit) to remove the vessel to a new location, and,

Further, that staff work with the St. Mary’s River Marine Centre Board to assist in finding a new location for the vessel, whether that be permanent or temporary location, so as not to interfere with marina operations in Spring 2019.”

Respectfully submitted,



Tom Vair

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

C O U N C I L R E P O R T

April 9, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: M.S. Norgoma – Options for Removal

PURPOSE

The purpose of this report is to respond to the October 10, 2017 City Council resolution:

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. Mary's 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.

BACKGROUND

The M.S. Norgoma is 185 feet long vessel which draws 12-13 feet when fully loaded and was acquired by the City in 1975 and has been in the Bondar Marina since 1994. From 1950 to 1963, the vessel was a means of transportation between Owen Sound and Sault Ste Marie and made a 5-day round trip every week. In 1963 after the Trans-Canada Highway was completed, the Norgoma was operated as a car ferry between Tobermory and South Baymouth.

City staff reviewed the studies and reports that have been prepared and presented to City Council regarding the M.S. Norgoma.

In 2000 a feasibility study was completed by the Tourism Company entitled “The Phase 1 Report for the Norgoma Feasibility Study and Business Plan.”

In 2001 the Tourism Company completed another study; “Feasibility Study and Business Plan, Phase 2 Report: Relocation Assessment”.

On May 29, 2006 City Council passed a resolution stating:

“Be it resolved that Destiny SSM be requested to conduct an objective evaluation of the Norgoma and provide Council with recommendations as to next steps;

Recommendations should consider the benefits and associated costs concerning options evaluated and the recommended option;

It is understood that Destiny would establish an advisory committee and that city staff along with other key players will participate”

Destiny Sault Ste. Marie presented their report “The Norgoma Background and Recommendations a Report to City Council” in January of 2007 at which time they made several recommendations. The report is attached as M.S. Norgoma - Appendix A.

In September 2011, Parks Canada, unveiled a Historic Sites and Monuments Board of Canada plaque located in Roberta Bondar Park adjacent to the M.S. Norgoma commemorating the passenger and packet freighters on the Upper Great Lakes as a National Historic Event.

The five-year funding period for the Norgoma ended in 2012. On January 21, 2013 the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C.) Board of Directors made a presentation to Council requesting continued funding and sharing of resources. At that meeting the following resolution was passed:

"Resolved that the presentation of the St. Mary's River Marine Heritage Centre (M.S. Norgoma) be referred to Destiny Sault Ste. Marie, the Economic Development Corporation and appropriate staff for review and report back to Council."

Reports from the Commissioner Community Services, the Chair of the Destiny Committee, and the Chief Executive Officer – Economic Development Corporation were provided to Council at the April 8, 2013 budget meeting recommending that no further municipal funding be provided. Council instead approved funding the Norgoma for one year only in the amount of \$15,000.

On February 18, 2014, a report outlining the details of various exit strategies for the M.S. Norgoma was prepared and again recommended that no further municipal funding be provided.

Council instead referred funding for the M.S. Norgoma to the 2014 budget deliberations. Funding in the amount of \$15,000 was approved in the 2014 budget.

The Ministry of the Environment and Climate Change contacted the City staff the week of July 16, 2017 to convey a complaint was received regarding a tarp affixed to the M.S. Norgoma was floating in the marina basin collecting chips of paint which were falling off the ship. There was concern this posed an environmental concern due to their lead content and MOECC wanted to know the plan for this activity and the vessel.

As mentioned in the Purpose section, on October 10, 2017 City Council passed two resolutions. This first resolution requested that staff to report back regarding;

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.

The second resolution requested that the Cultural Advisory Board and the Municipal Heritage Committee provide an opinion on the cultural and heritage value of the M.S. Norgoma appears elsewhere in the Council agenda package.

On November 14, 2017 City Staff and three members of the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C) Board, participated in a conference call with Peter Gregos-Nicols from Chicago to discuss his interest in acquiring the M.S. Norgoma.

As a follow-up to this conversation Mr. Gregos-Nicols travelled to Sault Ste. Marie on December 20, 2018 to meet with S.M.R.M.H.C Board members and tour the M.S. Norgoma.

On January 16, 2018 City staff attended a M.S. Norgoma Board Meeting. A follow-up meeting was held on January 25th to review the offer from Mr. Gregos-Nicols, and to review the list of repairs required which was requested at the November 14th meeting.

Staff completed a review of the current agreements, as well as, the St. Mary's River Marine Heritage Centre letters of patent and operating by-laws are included as attachments to this report:

1. Agreement between Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communication and the Corporation of the City of Sault Ste. Marie. Attached as M.S. Norgoma -Appendix B.
2. Agreement between The Corporation of the City of Sault Ste. Marie and the St. Mary's River Marine Heritage Centre. Attached as M.S. Norgoma-Appendix C
3. Agreement between St. Mary's River Marine Heritage Centre and Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communication. Attached as M.S. Norgoma-Appendix D
4. St. Mary's River Marine Heritage Centre Letters of Patent. Attached as M.S. Norgoma-Appendix E
5. By-Law No. 1 – relating generally to the transaction of affairs of St. Mary's River Marine Heritage Centre. Attached as M.S. Norgoma-Appendix F

ANALYSIS

City Council requested that staff investigate options for removing the M.S. Norgoma from the Roberta 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.

A number of factors were considered in order to respond to the most recent Council resolution. In order to assist with determining the costs for removing the Norgoma water depths in the Roberta Bondar Marina were required. In

November of 2017, Total Precision Survey completed soundings of Roberta Bondar Marina to determine the water levels throughout marina basin. Water levels are currently high and are 83 centimetres above chart datum which would minimize the potential for dredging. At this point we do not believe dredging is required.

A number of factors were considered to determine if there were any locations that could accommodate the 185 foot M.S. Norgoma. Criteria considered when examining potential locations included:

1. City owned property or a property owner that is willing to host the M.S. Norgoma.
2. Sufficient dock wall with enough draft to moor the vessel and mooring bollards.
3. Close proximity to utilities (water, sewer, electrical).

M.S. NORGOMA OPTIONS

The options considered for the M.S. Norgoma include:

Option 1: Relocation to Parks Canada Site

In 2001, the Tourism Company was engaged to complete “Feasibility Study and Business Plan Phase 2 Report: Relocation Assessment”. The focus of the study was to relocate the M.S. Norgoma to the Sault Ste. Marie Canal National Historic Site operated by Parks Canada. City staff has followed up with Parks Canada staff to investigate the possibility of relocating the M.S. Norgoma to the Sault Canal. Based on the discussions it was determined that there are a number of reasons why this is not an option at this time.

1. Currently, Parks Canada is in the midst of completing a new management plan which will take the site through the next 10 years. The focus during this next planning cycle will be on the investments and improvements to on-site infrastructure and heritage buildings that will help create a more dynamic offer at the Sault Ste. Marie Canal.
2. Since the M.S. Norgoma is not directly linked to the reason for designation as a national historic site, it is not something Parks Canada would be willing to assume responsibility for. Accountability is to those cultural resources that are currently managed by Parks Canada that are directly related to the reason for designation.
3. In addition, one of the pieces of infrastructure Parks Canada is actively seeking funding for is to repair the pier walls. In some areas they are compromised and Parks Canada could not guarantee they could safely accommodate such a large vessel at this time.

Option 2: Location near Canadian Bushplane Heritage Centre

A location adjacent to the Canadian Bushplane Museum was ruled out due to the lack of dock space and water depths.

Option 3: Relocation to the Pier at the Former Hospital Location

Currently, the pier at the former hospital location is owned by the City and could potentially accommodate the M.S. Norgoma. There are no utility services, telecom services, sewer connection or mooring bollards available at this location. Services would need to be brought to the site from Lucy Terrace.

Estimated Cost Breakdown	
Cost to bring services to pier (285 m)	\$120,000
Installation of mooring bollards	\$15,000-\$25,000
Towing of vessel to a new location (tug boats)	\$15,000
Removal of docks, disconnect electrical and water services to the docks.	\$35,000
Total	\$185,000 - \$195,000

The cost to connect the Norgoma to the services would be an additional charge.

This option is not recommended due to the cost to move and relocate the M.S. Norgoma. Furthermore, there is no public parking available, the location has reduced visibility which would negatively impact visitation.

Option 4: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma.

Mr. Gregos-Nicols has expressed interest in acquiring the M.S. Norgoma and relocating the boat to Chicago. On November 14, 2017 City Staff and three members of the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C) Board participated in a conference call with Mr. Gregos-Nicols from Chicago to discuss his interest in acquiring the M.S. Norgoma. On December 20, 2017 Mr. Gregos-Nicols travelled to Sault Ste. Marie to meet with S.M.R.M.H.C Board members and tour the M.S. Norgoma.

The M.S. Norgoma requires significant investment to restore the boat to its 1950's character and is estimated to cost approximately \$500,000 plus labour. The vision is to restore the M.S. Norgoma and utilize it as a maritime museum. Mr. Gregos-Nicols indicated his hope would be in the future that the M.S. Norgoma would be able to tour and visit major cities around the Great Lakes.

However, staff cautions that this is preliminary and due to the logistics and associated expenses the M.S. Norgoma may not return to Sault Ste. Marie.

It is also important to note that the timing for the removal of the Norgoma would need to be coordinated with City Staff to coincide with the replacement of the Roberta Bondar Marina Docks. It is currently recommended that this option take place in the Fall of 2018 and be done in coordination with a planned replacement of docks in 2019.

The costs associated with inspecting the hull of the vessel, disconnecting the electrical and sewage connections to the ship, as well as, associated tugboat fees would be the responsibility of Mr. Gregos-Nicols. The City would be responsible for removal of the docks and disconnecting the services to the docks which is estimated at \$35,000.

Transport Canada and/or U.S. Coast Guard approval and insurance will be obtained and provided to the St. Marys' River Marine Centre and the Corporation of City of Sault Ste. Marie.

An agreement would need to be created to ensure there will be no liability to the Board of the Norgoma or the City of Sault Ste. Marie which would address:

- Permits and licensing
- Safety
- Environmental Protection
- International customs and security

Any additional permits or notifications (Conservation Authority or other Ministries) required to remove the Norgoma from Roberta Bondar Marina would be obtained and any associated costs would be covered at no cost to the Norgoma Board or the City.

There are a number of steps required in order to move the ship from Canada to the United States which include:

1. The Board of the S.M.R.M.H.C must pass a resolution requesting to be released from clause one in the 1982 agreement with Ontario Ministry of Transportation.
2. The City of Sault Ste. Marie would then need to pass a resolution at City Council requesting to be released from clause seven in the 1975 agreement with Ontario Ministry of Transportation.
3. Written notice would be sent to Transport Canada requesting approval to move the M.S. Norgoma within the Port of Sault Ste. Marie's protected waters.
4. The Department of Canadian Heritage, Movable Cultural Property and Heritage Policy Programs require an application be submitted for a "Permanent Export Permit". The permit is examined and then the

application is either approved or refused. (The M.S. Norgoma meets the definition of a machine and is greater than 50 years old).

Mr. Gregos-Nicols has provided a signed letter indicating his intentions which is attached as M.S. Norgoma - Appendix G.

Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina

In 2013 the City retained STEM engineering to investigate various exit strategies for the M.S. Norgoma. The report concluded that the cost of decommissioning and removing the Norgoma would exceed any salvage value. A number of factors contributed to the costs and include:

- Disposal of hazardous materials from the ship (asbestos, lead paint and oil)
- An abundance of wood on the upper decks has no salvage value and must be disposed of.
- Its location in the marina requires either expensive onsite decommissioning or it needs to be removed to a ship breaking yard for demolition.
- Due to its construction, and condition, it has little value for being re-purposed as a barge or other vessel.

Through this investigation three exit strategy options were determined and evaluated, as follows:

A. Demolish onsite:

Estimated Cost >\$500,000 (2013 values and water depths at the time)
Completely demolish the Norgoma onsite. This would require working from the top down and inside out until only the lower hull remains. The hull would then need to be lifted out of the water and the final demolition carried out on land adjacent to the marina.

B. Partially demolish onsite, final demolition offsite:

Estimated Cost \$200,000-\$240,000. (2013 values and water depths at the time)
Remove the upper portions of Norgoma to lighten the ship enough so dredging would not be required. Once light enough, the marina docks would be removed and the Norgoma would be tugged out of the marina to a ship breaking yard for final demolition.

C. Remove off-site:

Estimated Cost \$200,000-\$300,000. (2013 values and water depths at the time)
The marina docks would be removed, the marina basin around the stern of the Norgoma would be dredged until the Norgoma was able to be safely removed from the marina. See attached drawing C1.0 which depicts the

estimated area requiring dredging. The Norgoma would then be tugged to a ship breaking yard for demolition.

A copy of the full report is attached for your reference as M.S. Norgoma – Appendix H.

Option 6: Invest and Support the Norgoma

If the M.S. Norgoma were to remain in the Roberta Bondar Marina an investment would need to be made to assist the capital upgrades that are required. As suggested by Mr. Gregos-Nicols and discussed with the Board, it is anticipated an investment of approximately \$500,000 would be necessary to fully restore the interior and exterior for museum purposes.

A request was made of the Board to provide cost estimates and options to restore the vessel, however, a Board member response indicated they are a volunteer board and have only so much time available to do things. They indicated they could not provide this information in time for this Council report as this would require obtaining quotes and estimates. It was indicated they can try to provide this information in due time when they begin to examine their restoration costs and projects for the fiscal year.

Currently, the M.S. Norgoma relies upon various grant programs to hire summer students and operates from mid-June to Labour Day each year. Sault Ste. Marie's peak tourist season is September to October, during which time the M.S. Norgoma is not in operation. In order to expand the operating season and ensure consistency in operating hours it would be necessary to secure ongoing financial support.

Option 7: Status Quo

The operation of the M.S. Norgoma would continue under the current arrangement without financial support from the City. In the event the St. Mary's River Marine Heritage Centre is unable to fulfill the terms of the agreement with the City, meet their financial obligations or dissolves the M.S. Norgoma reverts back to the City and the City assumes all liabilities.

MARINA DOCK REPLACEMENT OPTIONS

The Council resolution requested improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

The docks at Roberta Bondar Marina were installed in 1989 and have reached the end of their useful life and are in need of replacement. A dock replacement plan has been developed for both Bellevue Marina and Roberta Bondar Marina

and is identified in the City's capital forecasts. Regardless of the decision regarding the M.S. Norgoma the docks need to be replaced at the Bondar Marina. Funding for this replacement will need to be approved as part of future capital budgets.

The current dock lay out consists of the following slips and allow for no more than 5 feet of bow overhang:

- A-Dock- 19 slips: (1) 45 foot slip, (2) 36 foot slips, (6)-33 foot slips and (9)-30 foot slips
- B-Dock- (18) 20 foot slips
- D-Dock - 200 feet of open serviced dock face

DOCK OPTION A: Dock Replacement as per current layout with M.S. Norgoma remaining:

Estimated Cost \$ 625,000

This option is for complete replacement of the marina docks if the M.S. Norgoma remains in place. The docks would be a modular system which utilizes an eco-style decking and aluminum substructure along with new concrete anchoring. The new style docks allow for a 10 foot bow overhang on each finger. The same number of slips would be maintained as per the current layout.

DOCK OPTION B: Dock replacement: improved layout with M.S. Norgoma removed:

Estimated Cost: \$ 771,000

If the M.S. Norgoma was removed this would allow for a greater reconfiguration of the dock layout. The dock replacement will utilize the same system outlined in Dock Option A which allows for a 10 foot bow overhang of vessels

A-Dock would remain in the current location; the south side finger lengths would be increased to 35 and 40 foot fingers. A shift of B-Dock 10 feet north, allows an increase of finger lengths to 30 feet on the south side of this dock accommodating up to 40 foot vessels as well as the north side of A-Dock would be the same. The fingers on the north side of B-dock would change to 35 foot slips to be able to accommodate up to 45 foot vessels. An additional 4 slips would be added with the Norgoma removal. In addition an extra 40 feet of open dock face parallel to Foster Drive would be added as well as 150 feet of unserviced dock face connecting A-Dock to the fuel dock.

The redesign of the marina dock layout would better suit the needs of the transient boater by providing larger slips. The increase in the number of longer slips, additional slips and dock space will positively impact revenue generation. The marina would increase availability by approximately 300 feet of revenue generating dock space which if maximized could generate an additional \$500.00 per day based on 45 foot vessels. The increases in slips are as follows:

- A-Dock- 20 Slips (10) 30 foot slips, (5) 45 foot slips, (5) 40 foot slips (Increase of 1 slip)
- B-Dock- 24 Slips (11) 30 foot slips, (13) 35 foot slips (+5 slips)
- 240 feet of open serviced dock face (increased by 40 feet)
- 150 feet of unserviced dock face (New)

The increase in available dock space and longer slips, will better position the marina to accommodate the growing recreational boating industry and become more attractive to larger boating events such as the growing CAN/AM VIP Poker Run, Grand Banks Rendezvous, Trans-Superior Yacht Race of which, in years past were only able accommodate according to our most usable slips on A dock and open dock face.

Additional features could include seating/lounging/picnic platforms for boaters creating social spaces as well as larger perimeter walkways connected to the fuel dock which would also allow for seating areas and a wider double cantilevered ramp and entrance for dock access.

DOCK OPTION C: Norgoma is removed and existing timber docks are maintained:

Estimated Cost >\$ 72,000

This estimated option makes no changes in the current aging dock infrastructure that is in place or any serious repairs that are needed as many of the pontoons are now taking on water and even once foam filled cannot maintain buoyancy. Approximately 1 week of labour and materials will be needed to remove and replace the docks, including electrical and plumbing service connections. The docks will be removed, tethered together and safely held in either the North Easterly or South Westerly corner of the marina; allowing ample room for the vessel to be towed out.

The current docks are quite fragile and the dismantling of these docks could cause further damage, aged mooring chains and shackles would require replacing at this time. The estimate does not include replacement of some of the current pontoons which are poor condition and may not withstand the disassembly. Should it be necessary, an estimate to replace C & D-dock portions that currently surround the M.S. Norgoma is > \$120,000 (not including transportation costs).

SUMMARY

Regardless of the decision regarding the M.S. Norgoma the docks need to be replaced at the Roberta Bondar Marina.

The St. Mary's River Marine Heritage Centre Board of Directors is a volunteer group which has contributed numerous hours towards the management and maintenance of the M.S. Norgoma and should be commended for their years of hard work and service. The M.S. Norgoma is a seasonal attraction which operates from mid-June to Labour Day each year and opens for special events in the fall.

The City of Sault Ste. Marie has a number of city-owned assets which require investment. Each year the investment required to maintain these assets far outweighs the available financial resources. In addition, the City supports a number of outside agencies such as the Sault Ste. Marie Museum, Canadian Bushplane Heritage Centre and Art Gallery of Algoma who experience financial challenges and as a result have requested additional funding from the City to support their activities.

The amount of funds available to these organizations is limited and Council must prioritize the allocation of funds to outside agencies and organizations. It must also consider the impact of these attractions and organizations to the community and the tourism sector.

Council sets the priorities and determines the funding to outside agencies and organizations. In consideration of the information above, Staff would recommend pursuing the option to enter into an agreement with Mr. Gregos-Nicols for the following reasons:

- A significant investment is required to upgrade, operate and maintain the vessel properly
- There is a limited operating window of the museum and therefore a limited community benefit relative to the investment required
- The organization relies entirely on summer student staffing and community volunteers
- Despite numerous attempts and strategies nothing has taken hold and there is no current strategic plan (although the Board has indicated they are working on an updated plan)
- The vessel has limited impact to attract visitors as a unique tourism facility
- There is limited grant funding available and any money received by the M.S. Norgoma could affect funding available for other cultural and museum attractions
- We acknowledge the views of the Municipal Heritage Committee and Cultural Advisory Board - this option enables this vessel to be preserved (although not maintained in the community)
- Removing the M.S. Norgoma enables the reconfiguration of the marina to better serve boaters
- While the boat does legally belong to the S.M.R.M.H.C, the City does bear liability in the event the organization dissolves or cannot meet its

obligations. The M.S. Norgoma also resides in the City owned marina and features prominently on the revitalized waterfront.

- The recommendation requires the Board to pass a resolution requesting to be released from clause one in the 1982 agreement with Ontario Ministry of Transportation. In the event the Board is unwilling to do so, the City Legal department has identified provisions in the agreement that would enable the City to proceed with this option.

Again, this is not meant to diminish the work of the Board and volunteers over the years. Simply, it is a matter of limited funds and prioritization that ultimately Council will determine.

FINANCIAL IMPLICATIONS

A number of possible options were investigated as per Council's request. Outlined below are the financial implications for the options identified as potentially viable:

Option 3: Relocation to the Pier at the Former Hospital Location

The cost to relocate the M.S. Norgoma to the former hospital pier is estimated to cost between \$185,000 and \$195,000. It is anticipated that ongoing operational costs would be paid by the S.M.R.M.H.C Board.

Option 4: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma.

If the M.S. Norgoma were acquired by Mr. Gregos-Nicols the cost to the City would be approximately \$35,000 in 2018 to remove the docks and disconnect the water and electrical services should we proceed in the Fall as recommended above. Additional costs to install a docking system depend on the Council decision on dock replacement vs. re-installing the existing docks (not recommended). No incremental operating costs would be incurred.

Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina

The options to decommission and remove the M.S. Norgoma from Roberta Bondar Marina based on the 2013 STEM engineering report range from a low of \$200,000 to over \$500,000. It is important to note that the values are based on the 2013 report and water levels at the time. Dredging is not likely required and would therefore reduce costs associated with these options. No incremental operating costs would be incurred.

Option 6: Invest and Support the Norgoma

The cost to fully refurbish the interior and exterior of the M.S. Norgoma is estimated at \$500,000. Historically, the City has provided \$15,000 annually to assist with operating costs, however, it is felt to appropriately operate the M.S.

Norgoma additional operating resources should be funded to provide adequate staffing levels and extend the operating season.

Option 6: Status Quo

If the operating model were to remain unchanged there would be no additional capital or incremental operating costs although there is an anticipated future liability cost to the City.

Dock Replacement

Regardless of the option selected for the future of the M.S. Norgoma, funding for the docks will need to be identified for their replacement and approved as part of future capital budgets. The difference between Dock Replacement Option A and Dock Replacement Option B is approximately \$150,000. Option B will better position the marina to accommodate the growing recreational boating industry and accommodate large vessels which will positively impact revenue.

STRATEGIC PLAN / POLICY IMPACT

This item relates to the Corporate Strategic Plans Focus Areas:

Quality of Life – Promote and Support Arts and Culture

Community Development and Partnerships – Create Social and Economic Activity

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 04 09 concerning M.S. Norgoma – Options for Removal be received.

Further that the recommendation to pursue Option 3: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma be approved.

Further that Council approve the Funding of \$35,000 to come from the Facilities Maintenance Reserve to cover recommended Option 3.

Further that should a satisfactory agreement not be able to be reached with Mr. Gregos-Nicols and no other option comes forward for restoration at another location that Staff return with costs and a proposed timeline to proceed with Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina."

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise Services

Dear Councilors, Mayor, and CEO Tom Vair,

On behalf of the St Mary's River Marine Heritage Centre, we are requesting a 1-year extension on our current eviction from the berth at the Roberta Bondar Marina. With the deadline of eviction looming, it has become difficult to both generate the large amount of revenue needed for the relocation while working with potential sites for the relocation in such a limited timeframe. Our need for an extension has not been for lack of effort; We have met with many property owners, we have hosted a number of fundraising events, and we have completed a strategic plan and set about its execution to name just a few of our many achievements. We are not currently asking for a permanent revision of the resolution, but would graciously request that we have more time to execute our plan to move the vessel, both finalizing a location but also identifying and raising the associated costs. The Executive Board has been working diligently with various community stakeholders and groups who may be able to assist us in finding a new location, but each prospective partner has stated that the time frame is too short to come up with any sort of agreement. We believe the best outcome is one that respects council's wish to see the ship relocated at minimal cost while honouring the desire of many within the community to see the ship preserved in Sault Ste. Marie. We cannot keep costs to the City down if we do not have time to fundraise.

We would like you to know that we have seen a significant increase in both revenue generated and visitation aboard the ship, with well over 500 people for Canada Day and over 600 for our Rock the Boat Fundraiser (which was a huge success in allowing us to start building up the funding required for this large endeavor). Our visitation numbers throughout the operating season have also increased, already putting us well over our projections for the year, giving us a record breaking season. We have also created multiple unique partnerships that serve various community needs and desires, including a partnership with Nicole Dyble, formerly of the Gore St Café, to provide a space for local musicians of all ages to showcase their talents and connect with likeminded community members. We are also well underway of providing the space for Night Markets. This is a pay what you can event, allowing those with tight budgets or little funds to still be able to shop, eat, and enjoy local produce and goods that they may not have access to. We are looking to grow this initiative with various community partners that we have been in talks with such as the Rural Agri-Innovation Network. We have also secured 11 summer students, more than any other cultural attraction or group in the city, providing valuable employment experience in the cultural and heritage sectors while helping university and college students return to Sault Ste. Marie and advance their studies.

As mentioned earlier, we have completed our strategic planning with NORDIK Institute, which has provided us with a strong, well developed, and reasonable plan that identifies significant priorities in both operations and engagement. This plan also addresses the relocation of the vessel and includes a number of milestones for this process that we have been meeting. This plan also addresses issues of maintenance, various opportunities for revenue generation and the longer-term addition of a full-time director to maximize our ability to accomplish work that very much needs to be done.

We are hoping that we can work together with the City of Sault Ste Marie to achieve our common goals. We would like to coordinate efforts with City staff to find new locations, as was called for in the resolution that was passed on April 23rd, but we wish to do so under a more realistic timeframe. Together we can each achieve our underlying goals: For the City to see the Norgoma relocated from the Roberta Bondar Transient Marina at minimal cost, and for the St Mary's River Marine Heritage Centre to see the M.S. Norgoma preserved and thriving in Sault Ste. Marie.

Sincerely,

The Executive Board of Directors
St Marys River Marine Heritage Centre
Owning and Operating the MS Norgoma

St. Mary's River Marine Heritage Centre Strategic Plan 2018-2022 - SUMMARY

Prepared July 6, 2018
Adopted with revisions July 17, 2018
Revised July 31, 2018
Prepared by: NORDIK Institute
Northern Ontario Research, Development, Ideas and Knowledge

N.O.R.D.I.K.
INSTITUTE

4.1 Goals:

1. Find a permanent location for the M.S. Norgoma in its original operating area.
2. Strengthen museum standards to conserve important artefacts of local marine heritage and attract visitors.
3. Hire staff to build upon the organization's capacity and achieve its mission.
4. Collaborate with other institutions and stakeholders to increase visitations & capacity.

4.2 Strategies

Goal 1: Find a permanent location for the M.S. Norgoma in its original operating area.			
Action	Associated tasks	Responsible Parties	Target completion date.
Approach partners for new location	Approach Parks Canada Approach Purvis Marine	Relocation Committee (including Will Hollingshead & Louis Muio)	June 1 st , 2018 (complete)
	Identify other locations or potential partners & approach them to assess viability of relocation		July 31 st , 2018 (ongoing)
	Identify at least one viable option for relocation ¹		September 30 th , 2018
Identify costs for suitable locations	Upon identification of at least one viable location identify any associated costs, supported	Relocation Committee (including Will Hollingshead & Louis Muio)	October 31 st , 2018

¹ A viable location is defined as a property where the owners wish to have the Norgoma present and where there is at least the potential for sufficient depth to dock the ship.

	with written quotes. Costs to consider include:		
	<ul style="list-style-type: none"> • Dredging • Installation of appropriate utilities connections • Berths, docks, gangways or other such infrastructure that is necessary to access the ship that is otherwise not provided. 		
	Request assistance from the City of Sault Ste. Marie to cover costs of relocation.	Board of directors' designate	October 31 st , 2018
Relocate	<p>Remove and store all artefacts from the ship prior to the move.</p> <p>Ensure infrastructure to access the ship is prepared for its new location.</p>	<p>All board members and volunteers, under supervision of Curatorial committee</p> <p>Relocation Committee</p>	<p>November 1st, 2018</p> <p>June 1st, 2019</p>
	Move the ship to its new location.	Contractors selected by board of directors	June 1 st , 2019 (as conditions allow)
	Restore artefacts to the ship	All board members and volunteers, under supervision of Curatorial committee	June 1 st , 2019 (or upon the opening of the 2019 season)
Develop and implement a maintenance plan	Relocation Committee reconstitutes as a Maintenance Committee	Relocation/Maintenance Committee	Summer 2019
	Conduct annual maintenance	Maintenance Committee	Annually from Summer 2019

	Surveys Establish a maintenance plan following each survey including a plan for engaging staff, volunteers, and contractors (where necessary) to complete regular necessary maintenance	Maintenance Committee	Annually from Summer 2019
Goal 2: Strengthen museum standards to conserve important artefacts of local marine heritage and attract visitors.			
Action	Associated tasks	Responsible Parties	Target completion date.
Develop & implement a curatorial plan	Review of curatorial focus for the museum Identify appropriate / revise themes/concepts for display (permanent & rotating); Identify / revise appropriate locations	Curatorial Committee	September 1 st 2018
	Inventory and cataloguing of artefacts currently in possession Discard, gift, or relocate items deemed to be superfluous to the collection	Curatorial Committee	September 15 th 2018
		Curatorial Committee with assistance of other members or volunteers	October 1 st , 2018
Summer staff support conservation and public relations efforts	Define roles for summer staff Revise roles for future summer staff and job description for	Human Resources & Volunteer Recruitment Committee	June 15 th 2018 (complete)
		Human Resources & Volunteer Recruitment Committee	December 1 st , 2018

	permanent, paid Director.	Curatorial Committees	
Volunteer recruitment	<p>Define roles for volunteers, identifying the skills required, and appoint ad-hoc supervision</p> <p>Issue a public call for volunteers</p>	<p>Human Resources & Volunteer Recruitment Committee</p> <p>Human Resources & Volunteer Recruitment Committee</p>	June 20 th 2018 (complete) June 20 th 2018 (complete)
	<p>Refine roles and skills required of volunteers based on previous year's experience, identify resources to be provided by the organization to support volunteers, and develop a formal screening and supervisory plan.</p> <p>Establish standardized documentation, records management practices, and procedures to track volunteer involvement</p>	<p>Human Resources & Volunteer Recruitment Committee</p> <p>Human Resources & Volunteer Recruitment Committee</p>	November 1 st 2018 December 1 st 2018
	<p>Develop and implement a volunteer recognition protocol</p> <p>Repeat public call for volunteers annually, identifying key roles and necessary skills</p>	<p>Human Resources & Volunteer Recruitment Committee</p> <p>Human Resources & Volunteer Recruitment Committee</p>	December 1 st 2018 Annually at the beginning of each season
	<p>Volunteer recognition event held annually</p> <p>Identify artefacts in need of short term and long term storage</p>	<p>Human Resources & Volunteer Recruitment Committee</p> <p>Curatorial Committee</p>	Annually September 15 th 2018
Collaborate with other museums for storage			

Outreach to local heritage facilities to identify locations for storage	Curatorial Committee	October 1 st 2018
Transport artefacts to storage	Curatorial Committee with support from other members and volunteers where appropriate	October 15 th 2018

Goal 3. Hire staff to build upon the organization's capacity and achieve its mission.		
Action	Associated tasks	Responsible Parties
Develop a prioritization plan for grant applications	Identify and prioritize grants to offset most significant costs of the strategic plan: 1. Staff 2. Relocation & related infrastructure 3. Maintenance 4. Displays & storage	Fundraising & Finance Committee & NORDIK Institute August 1 st 2018
	Assign committee and board members (and volunteers where appropriate and available) to draft specific grant applications	Fundraising & Finance Committee August 15 th 2018
Grant writing	Board members and volunteers	Ongoing
Review all grant submissions prior to requests being submitted	Fundraising & Finance Committee	Minimum 3 days prior to submission
Repeat grant prioritization process annually	Fundraising & Finance Committee	Annually

Fundraise to support operations (including staff salaries)	Identify and pursue immediate fundraising opportunities (e.g. fireworks viewing, venue rental, etc.)	Fundraising & Finance Committee	July 1 st , 2018 (complete/ongoing)
	Establish nature and elements of longer-term fundraising campaign (direct ask; dinners; etc.) and distribute tasks	Fundraising & Finance Committee	October 1 st 2018
	Establish a campaign identity	Fundraising & Finance Committee	October 15 th , 2018
	Identify previous and potential donors for ask/invitation	Fundraising & Finance Committee and volunteers	October 15 th , 2018
	Develop materials / locate resources necessary for the campaign	Fundraising & Finance Committee and volunteers	November 15 th , 2018
	Additional tasks as required by the nature of the campaign	Fundraising & Finance Committee	November 1 st 2018 – April 1 st 2019
	Follow up with pledges and deposit funds	Fundraising & Finance Committee	April 15 th 2019
	Repeat fundraising process annually	Fundraising & Finance Committee	Minimum once per year
Hire a permanent Director	Acquire funds to pay for staff salary	Fundraising & Finance Committee	Summer 2019
	Develop job description for the Director	Human Resources & Volunteer Recruitment Committee	Summer 2019
	Distribute the job posting	Human Resources & Volunteer Recruitment Committee	Summer 2019

Human Resources & Volunteer Recruitment Committee acts as hiring committee	Human Resources & Volunteer Recruitment Committee	Fall 2019
Hire Director	Human Resources & Volunteer Recruitment Committee, confirmed by board of directors	Fall 2019
Conduct a 3-month performance review	Human Resources & Volunteer Recruitment Committee	Winter 2019
Conduct annual performance reviews	Human Resources & Volunteer Recruitment Committee	Annually

Goal 4: Collaborate with other institutions and stakeholders to increase visitations & capacity.

Action	Associated tasks	Responsible Parties	Target completion date.
Review curatorial plan and identify stakeholders/partners	Identify stakeholders/ partners	Public Relations & Community Engagement Committee	September 1, 2018
	Negotiate collaborations based on areas of mutual benefit & interest	Public Relations & Community Engagement Committee	Ongoing
Identify opportunities to leverage assets for public exposure & revenue generation	Identify & prioritize opportunities (e.g. fireworks, school field trips, etc.)	Public Relations & Community Engagement Committee	August 15 th 2018 (complete)
	Identify partners who may provide assistance	Public Relations & Community Engagement Committee	September 1 st , 2018
Media (conventional & social) promotion of achievements, events, and opportunities for collaboration	Identify achievements, assets, or events to be promoted	Public Relations & Community Engagement Committee	August 15 th , 2018 (ongoing)

Identify media protocols for different opportunities (e.g. traditional press release, Facebook post, and tweet for all events; semi-monthly Facebook, instagram posts & tweets for promoting regular visibility; use of Ontario tourism hashtags to drive online traffic, etc.)	Public Relations & Community Engagement Committee	August 15th 2018 (complete/ongoing)
Identify writers	Public Relations & Volunteer Recruitment Committee and volunteers	Ongoing

5.4 Evaluation:

The chart below outlines critical milestones that indicate successful achievement of the goals of the strategic plan:

Milestones for measuring success		
2018	2019	2020
Identification of a new location for the MS Norgoma	Secure financial means to move the MS Norgoma	Grant prioritization plan is revised
Artefacts are safely stored until such a time that they may be returned to display	Relocate MS Norgoma to its new location within its original operating area	Minimum of one fundraising event or campaign
Grant prioritization plan is established	Grant prioritization plan is revised	Minimum of one new community partnership
		Permanent Director
		Permanent Director
		Permanent Director

Fundraising plan is established	Minimum of one fundraising event or campaign	Annual maintenance review is completed & maintenance plan is accomplished	Annual maintenance review is completed & maintenance plan is accomplished	Annual maintenance review is completed & maintenance plan is accomplished
Curatorial plan is established	Minimum of one new community partnership	A permanent Director is hired	Strategic Plan is reviewed & updated	New strategic plan is developed and adopted

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-185

AGREEMENT: (HD) A by-law to authorize the execution of the Agreement between the City and 1584866 Ontario Inc. for the removal of the north vacant parking area known as PIN 31541-0249.

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 September 24, 2018 between the City and 1584866 Ontario Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the removal of the north vacant parking area known as PIN 31541-0249.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

TO THE LAND REGISTRAR FOR THE LAND TITLES OFFICE OF THE DISTRICT OF ALGOMA

The Corporation of the City of Sault Ste. Marie has an unregistered estate, right, interest or equity in the land described as all of PIN 31541-0247 LT.

The land is registered in the name of ... and we hereby apply under s. 71 of the Land Titles Act and s. 37(2) of the Ontario Heritage Act for the entry of notice of heritage properties agreement on the said PIN.

THIS HERITAGE PROPERTIES AGREEMENT made this 24 day of September, 2018

B E T W E E N:

1584866 Ontario Inc.

(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Sault Ste. Marie in the District of Algoma and Province of Ontario, and municipally known as # (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and on which there is # (hereinafter called the "Eligible Heritage Property");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into agreements or covenants with owners of real property, or interests therein, for the conservation of Eligible Heritage Property of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such agreements and covenants entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any

subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such agreements and covenants;

AND WHEREAS the Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Eligible Heritage Property on the Property as set out in the "Reasons for Identification" ;

AND WHEREAS to this end, the Owner and the City agree to enter into this Heritage Property Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the covenants herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants and restrictions which shall run with the Eligible Heritage Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the City agree that for the purposes of this Agreement the following statement (hereinafter called the "Description of Property") sets out the description of the Eligible Heritage Property that has been identified by the City as having historic and architectural significance:

Built in 1888 by William H. Plummer, the Algonquin Hotel is of architectural significance and its history is interwoven with the development of the City of Sault Ste. Marie. The hotel stands as a monument to the robustness of Victorian architecture in the use of brick masonry and contains a prominent painted metal cornice to the west and south elevations. The Algonquin is the sole surviving member of the large city hotels constructed close to the turn of the century to cater to a young, rapidly expanding industrial centre.

A complete description of the Eligible Heritage Property and the reasons for designation are filed with the Recreation and Culture Division of the Community Services Department.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as "the Photographs", document the state of the Eligible Heritage Property as of the date of execution of this Agreement. The original photographs dated October of 2006 will be kept on file at the offices of the Recreation and Culture Division of the Community Services

Department or such other location as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain significant features of the appearance or the construction of the Eligible Heritage Property and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Eligible Heritage Property pursuant to paragraph 2.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Eligible Heritage Property as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs on file or drawings and other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner at all times during the currency of this Agreement keep the Eligible Heritage Property insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Eligible Heritage Property. Upon execution of this agreement, the Owner shall deliver to the City proof of insurance in a form satisfactory to the City. The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Eligible Heritage Property within ten (10) clear days of such damage or destruction occurring. In the event that the Eligible Heritage Property is damaged or destroyed and the replacement, rebuilding,

restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Eligible Heritage Property, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the City to demolish the Eligible Heritage Property, pursuant to paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Eligible Heritage Property.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.4 or if the City does not give the approval to demolish referred to in paragraph 2.4, the Owner shall replace, rebuild, restore or repair the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Eligible Heritage Property to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Eligible Heritage Property to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore or repair the Eligible Heritage Property in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the Eligible

Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Eligible Heritage Property

The Owner shall at all times maintain the Eligible Heritage Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Eligible Heritage Property's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Eligible Heritage Property from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Eligible Heritage Property of any signs, awnings, television aerials satellite dishes or other objects of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Eligible Heritage Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Eligible Heritage Property, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the City:

- (a) grant any easement or right-of-way which would adversely affect the agreement hereby granted;
- (b) erect or remove or permit the erection or removal of any Eligible Heritage Property, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Eligible Heritage Property or the Property or (ii) causing any damage to the Eligible Heritage Property;
- (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and

- (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 General

The Owner agrees to procure and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this agreement shall have a priority over any other interest in the Property,

2.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the City and recoverable by the City by action in a court of law.

2.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.13 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Eligible Heritage Property as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Eligible Heritage Property, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Eligible Heritage Property or occupants of the Eligible Heritage Property at risk of damage,

provided that the *Eligible Heritage Property Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the Manager of Recreation & Culture is consulted.

3.0 USE OF PROPERTY

- 3.1 The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 INSPECTION OF THE PROPERTY

4.1 Inspection by City at All Reasonable Times

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Eligible Heritage Property upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 NOTICE OF HERITAGE PROPERTY AGREEMENT

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Eligible Heritage Property in a tasteful manner and at the City's expense indicating that the Eligible Heritage Property has been designated as a heritage property.

5.2 Publicity

The Owner agrees to allow the City to publicize the fact that the property has been designated a heritage property.

6.0 SEVERABILITY OF COVENANTS

6.1 Proper Covenants Not to Terminate

The Owner and the City agree that all covenants and restrictions contained in this Agreement shall be severable, and that should any covenant or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants and restrictions shall not terminate thereby.

7.0 NOTICE

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner: Mr. Martin Fiser
1584866 Ontario Inc.
864 Queen St. E.
Sault Ste. Marie, ON P6A 2B4

The City: The Corporation of the City of Sault Ste. Marie
Manager of Recreation and Culture
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 ENTIRETY

8.1 No Extraneous Agreements Between the Parties

Except as set out herein, this written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 SUBSEQUENT INSTRUMENTS

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property. The Owner consents to the registration of this heritage property agreement against the title of the Eligible Heritage Property.

9.2 Notice to Municipality

The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property.

10.0 INTERPRETATION

- 10.1** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 10.2** This Agreement shall be construed with all changes in number and gender as may be required by the context.

11.0 ENUREMENT

11.1 Covenants to Run With the Property

The covenants and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 TERMINATION

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the date of receipt of approval to demolish pursuant to paragraph 2.3

This agreement is authorized under By-law 2018-185 of The Corporation of the City of Sault Ste. Marie.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

**SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF A WITNESS)**

Witness

) Name: Martin Fiser

) Title: Owner

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

) MAYOR – CHRISTIAN PROVENZANO

) CLERK – MALCOLM WHITE

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma, and being composed of

PIN 31541-0247 (LT) – LT A, B, C PL 605 ST. MARY'S EXCEPT T55259, SAULT STE. MARIE.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-191

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for Roofing Replacement at the Transit Garage.

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 September 11, 2018 between the City and 1372055 Ontario Limited O/A Pro North Roofing, a copy of which is attached as Schedule "A" hereto. This Agreement is for Roofing Replacement at the Transit Garage.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2 0 0 8

ROOFING REPLACEMENT at the TRANSIT GARAGE
111 HURON STREET, SSM, ON

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 11 day of September in the year 2018.

by and between the parties

The Corporation of the City of Sault Ste. Marie, Transit and Parking Division

hereinafter called the "Owner"

and

1372055 Ontario Limited O/A Pro North Roofing

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
Roofing Replacement at Transit Garage

insert above the name of the Work

located at

111 Huron Street, Sault Ste. Marie, Ontario

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

STEM Engineering Group Incorporated

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 12 day of October 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 17 day of May in the year 2019.

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

* Drawings and Specifications "Tender Documents" prepared by STEM Engineering Group Inc. dated August 20, 2018.
Addendum No. 1 dated September 5, 2018

* *(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:

eight hundred, seventy eight thousand dollars, zero cents

/100 dollars \$ 878,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

one hundred, fourteen thousand, one hundred and forty dollars, zero cents

/100 dollars \$ 114,140.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

nine hundred, ninety two thousand, one hundred forty dollars, zero cents

/100 dollars \$ 992,140.00

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

canadian bank of canada

(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, Ontario, Canada

address

facsimile number

email address

Contractor

1372055 Ontario Limited, O/A Pro North

*name of Contractor**

428 Sherbourne Street, Sault Ste. Marie, Ontario, Canada

address

facsimile number

email address

Consultant

STEM Engineering Group Inc.

*name of Consultant**

875 Queen St. E., Suite 2, Sault Ste. Marie, Ontario, Canada

address

705-942-7515

mail@stemeng.ca

facsimile number

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

The Corporation of the City of Sault Ste. Marie

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

1372055 Ontario Limited O/A Pro North

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 the 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.

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

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

STEM Project Number 18106

Project Name: **Roofing Replacement at
Transit Garage
111 Huron Street
Sault Ste. Marie, Ontario
for
The Corporation of the City of Sault Ste Marie**

Submitted By:

Company Name:

1372055 ONTARIO LIMITED

D/A PRO NORTH ROOFING

Address:

428 SHERBOURNE STREET

SAULT STE MARIE ON P6C 3X3

Offer:

The undersigned, having become thoroughly familiar with, the tender documents, met all the mandatory requirements listed, under the local conditions affecting the performance of the work, having inspected the site or accept the conditions of the site, hereby propose to provide all labour, material and services required to complete the outlined scope of work of all trades to meet the intent of the Contract Documents and agree to enter into a contract with the Owner according to the Contract Documents for the **Stipulated sum (excluding Value Added taxes) and inclusive of;**

- **\$25,000 contingency allowance +**
- **\$10,000 cash allowance**

In the amount of:

EIGHT HUNDRED AND FORTY THOUSAND DOLLARS, ZERO CENTS.

(\$ 840,000. 00)

All amounts listed are in Canadian Dollars

Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the stipulated lump sum in the amount of:

ONE HUNDRED AND NINE THOUSAND, TWO HUNDRED DOLLARS, ZERO CENTS. (\$ 109,200.00)

Addendums

The undersigned has received, become familiar with and have incorporated the provisions of

Addendums No. 1 through 1 inclusive as prepared by the Consultant.

Declarations

We the undersigned declare that:

- We have arrived at this bid without collusion with any competitor or other and is in all respects fair and without collusion or fraud.
- All bid form supplements called for by the Bid Documents form an integral part of this bid
- We will comply with the requirements as stated in the Bid Documents (ie. Safety Programs etc.)

Completion Date:

I/We have reviewed with all of our sub-trades and suppliers and the earliest the Construction of this Project will be "Totally Performed" is 24 weeks from Tender Award.

Signatures:

(Seal if Corporation)

Signature: 

Print name and title: CHANCY MACWILLIAM
PROJECT FOREMAN

Witness Signature: 

Print name and title: MICHELE PIGHIN

Date: September 10, 2018

SCHEDULE 1

SUBSTITUTION OR ALTERNATE PROCEDURES

Substitutions or alternates to the drawings and general provision of the contract Documents MUST be pre-approved prior to close of tender. All amendments to the drawings/details caused by the alternates or substitutions will be included in the deduction value listed below. The bidder hereby provides the Substitutions or alternates prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Values may be used in the selection of the Contractor.

Description	Unit	Value
1 <u>N/A</u>	LS	\$ <u>N/A</u>

(hand write total value) from the Tender Price (HST not included)

2 <u>N/A</u>	LS	\$ <u>N/A</u>
--------------	----	---------------

(hand write total value) from the Tender Price (HST not included)

3 <u>N/A</u>	LS	\$ <u>N/A</u>
--------------	----	---------------

(hand write total value) from the Tender Price (HST not included)

SCHEDULE 2

SEPARATE PRICE ITEMS

The bidder hereby provides the separate prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Should the scope of the work be modified, provide a separate price in the form of an amount to be ADDED or DEDUCTED to the Stipulated Sum Tendered Offer amount (on first page of the tender form) should the Owner choose to change the contract scope.

<u>Description</u>	<u>Lump Sum Price</u>
Exhaust/Intake venting replacement as detailed on drawing R5	Add \$ <u>38,000.00</u>

PRO NORTH ROOFING
428 Sherbourne Street
Sault Ste. Marie, ON P6C 3X3
Phone: (705) 256-1514 Fax: (705) 256-2098
Email: info@pronorth.net

Construction Schedule

Roofing Replacement at the Transit Garage

Start Date: 2 weeks after award of contract

Completion Date: to be in approximately 90 working days.

The time will depend on the weather. If the winter is early and bad it might have to be completed in the spring.

Thank you,

Scott MacWilliam
Owner
Pro North Roofing

Bid Bond

Standard Construction Document
CCDC 220 - 2002

Bond No. 1013355-18-007

Bond Amount: \$10% OF TENDER

1372055 ONTARIO LIMITED O/A PRO NORTH ROOFING as Principal, hereinafter called the Principal, and **Intact Insurance Company**, 1400 St. Laurent Boulevard, Suite 300, Ottawa, Ontario K1K 4H4, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE CITY OF SAULT STE. MARIE, TRANSIT AND PARKING DIVISION, 111 HURON STREET, SAULT STE. MARIE, ON, P6A 5P9** as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF TENDER Dollars (\$10% OF TENDER)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the **10TH day of SEPTEMBER, 2018**, for **ROOFING REPLACEMENT, 111 HURON STREET, SAULT STE. MARIE, ON**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **FORTY FIVE (45) days** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

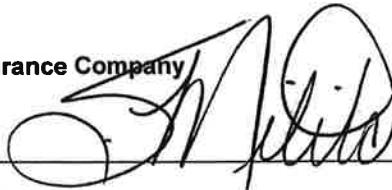
IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **5TH day of SEPTEMBER, 2018**.

SIGNED AND SEALED in the presence of:

1372055 ONTARIO LIMITED O/A PRO NORTH
ROOFING


Principal

Intact Insurance Company


Surety
Shanna Milito,
Attorney-In-Fact

Agreement to Bond

(Surety's Consent)

Bond No. **1013355-18-007**

Obligee: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE, TRANSIT AND PARKING DIVISION,
111 HURON STREET, SAULT STE. MARIE, ON, P6A 5P9**

Contractor (Principal): **1372055 ONTARIO LIMITED O/A PRO NORTH ROOFING**

Project: **ROOFING REPLACEMENT, 111 HURON STREET, SAULT STE. MARIE, ON**

We, **Intact Insurance Company**, 1400 St. Laurent Boulevard, Suite 300, Ottawa, Ontario K1K 4H4, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, agree to issue the following Bonds for the Principal if the Principal's tender is accepted by the Obligee within **FORTY FIVE (45) days** from the closing date of the tender and if the Principal shall have entered into a written contract with the Obligee.

1. Performance Bond for 75% of the tender price.
2. Labour and Material Payment Bond for 50% of the tender price.

This Agreement to Bond shall be null and void after **FORTY FIVE (45) days** from the tender date.

Signed and Sealed this **5TH** day of **SEPTEMBER, 2018**.

Intact Insurance Company

**Surety
Shanna Milito,
Attorney-in-Fact**

CSIO

CERTIFICATE OF LIABILITY INSURANCE

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

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS		
The Corporation of the City of Sault Ste. Marie			1372055 Ontario Ltd. o/a Pro North Roofing		
Transit & Parking Division			426-430 Sherbourne Street		
111 Huron Street					
Sault Ste. Marie	ON	POSTAL CODE	P6A 5P9	Sault Ste. Marie	Ontario
					POSTAL CODE P6C 3X3

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

All operations of the insured as known by the insurer.

4. COVERAGES

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

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY	Lloyd's of London as written through Fenn & Fenn Insurance Practice Inc. - CM007370A	2018/06/08	2019/06/08	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	\$10,000	\$5,000,000
<input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE				- EACH OCCURRENCE		\$5,000,000
<input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$5,000,000
<input type="checkbox"/> EMPLOYER'S LIABILITY						
<input checked="" type="checkbox"/> CROSS LIABILITY						
<input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY						
<input type="checkbox"/> POLLUTION LIABILITY EXTENSION				MEDICAL PAYMENTS		\$25,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES	Lloyd's of London as written through Fenn & Fenn Insurance Practice Inc.	2018/06/08	2019/06/08	TENANTS LEGAL LIABILITY		\$1,000,000
<input type="checkbox"/> HIRED AUTOMOBILES				POLLUTION LIABILITY EXTENSION		
AUTOMOBILE LIABILITY				NON OWNED AUTOMOBILE		\$1,000,000
<input type="checkbox"/> DESCRIBED AUTOMOBILES				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
<input type="checkbox"/> ALL OWNED AUTOMOBILES				BODILY INJURY (PER PERSON)		
<input type="checkbox"/> LEASED AUTOMOBILES "				BODILY INJURY (PER ACCIDENT)		
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				PROPERTY DAMAGE		
EXCESS LIABILITY				EACH OCCURRENCE		
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		
<input type="checkbox"/>						
OTHER LIABILITY (SPECIFY)						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS

Dawson & Keenan Insurance Ltd.

432 Great Northern Road

Sault Ste. Marie ON POSTAL CODE P6B 4Z9

BROKER CLIENT ID: PRON50

7. ADDITIONAL INSURED NAME AND MAILING ADDRESS

(but only with respect to the operations of the Named Insured)

STEM
City of SSM

8. CERTIFICATE AUTHORIZATION

ISSUER Dawson & Keenan Insurance Ltd.	CONTACT NUMBER(S) TYPE Main NO. (705) 256-4080	TYPE Fax NO. (705) 256-4099
AUTHORIZED REPRESENTATIVE Stephanie Shiels	TYPE NO.	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Stephanie Shiels</i>	DATE September 04, 2018	EMAIL ADDRESS stephanie@dawsonkeenan.com

ADDENDUM NO. 1

(5 September 2018)
for

**ROOFING REPLACEMENT
CITY OF SAULT STE MARIE – TRANSIT BUILDING
111 HURON ST. - SSM**

PART 1 - General

- .1 Insert this Addendum in Section 00900 of the Specifications. Should the project be simple enough that Section 00900 not exist, this addendum will be still form part of the contract documents and bound to the form of agreement.
- .2 This Addendum is issued prior to tender closing to provide revisions to the Contract Documents.
- .3 Such revisions shall become part of the Contract Documents and shall change the original contract documents only in the manner and extent stated.
- .4 Should the instructions provided herein conflict with the requirements included in the previously issued contract documents or addenda, these instructions shall supersede.

PART 2 – Contract Documents

SPECIFICATIONS

Section 00 21 10 Instructions to Bidders

- i. Refer to Clause 2.1
 1. **Revise** Closing Time to 2:00pm local time
- ii. Refer to Clause 4.1 Bidder Eligibility. The following companies (listed in alphabetical order) have attended the mandatory site meeting:

Damisona Roofing
Douro Roofing & Sheet Metal Contractors Ltd.
Flynn Canada Ltd.
Maverick and Son Exteriors Inc.
Nu-Style Construction Co Ltd.
Pro North Roofing & General Contractors
Semple-Gooder Northern Ltd.
T.Hamilton & Son Roofing Inc.
- iii. Refer to Clause 4.2
 1. **Delete** entire clause "The bidder shall.....with the Owner."
 2. **Replace with** "Bidder shall be members, in good standing, of the Ontario Industrial Roofing Contractors Association (OIRCA) or attach a list of references detailing successful completion of a minimum of three comparable projects in the last five (5) years; project description and complete contact information for each reference must be included; acceptability of references and comparability of projects at the sole discretion of the

- City". A copy of OIRCA certificate and references shall be included within the tender envelope.
3. **Add clause** "Bidder shall be registered as a "plantaker" with at least one of the following construction associations; Sault Ste Marie, Sudbury, or Toronto to be informed of any addendums. It still remains the responsibility of the Bidder to check for addendums prior to the closing time and date."
- iv. Section 18
1. **Add clause** "Last day for inquires/clarifications shall be Thursday, September 6, 4:00pm local time.
- v. Refer to Schedule 1
1. **Add clauses** "This is a base bid specification. Listed prices will not be used to determine the successful bidder. Substitution or Alternate Procedure prices provided by the qualified low-bidder will be considered by the Owner should there be a cost or time benefit."
- vi. Refer to Schedule 2
1. **Add clause** "Listed prices will not determine the successful bidder."

Section 01 00 10 General Requirements

- vii. Clause 6.1
1. **Add clauses** "Sika Sarnafil system described on attachment, will be accepted as an equal alternate. The warranty shall meet the warranty requirements as amended on this addenda. The Owner will be advised that the mechanically fastened system is not as thermally broken as the specified system. Bid amount shall include a \$5,000 allowance to complete as-built drawings to reflect the revised roofing system and details.

Section 07 52 00 Modified Bitumen Membrane

- viii. Clause 1.13.2
- Delete** "Manufacturer's Warranty.....deficiencies".
- Replace with** "The membrane manufacturer will issue a written document in the owner's name, valid for a 15-year period, stating that it will repair any leaks in the roofing membrane to restore the roofing system to a dry and watertight condition, to the extent that manufacturing or installation defects caused such water infiltration (Soprema Platinum Warranty). The warranty must cover the total cost of repair(s) during the entire warranty period. The warranty must be transferable, at no extra cost, to subsequent building owners. The warranty certificate must reflect these requirements.
- ix. Section 1.6
- Add clause** "Roofing Manufacturer shall provide a letter stating the specified warranty will not be affected by the future installation of wind-ballasted solar racking system."
- x. Section 2.6 Clause 1.4
- Replace entire Clause to read** "Thermal Resistance: RSI 1.05 [R6] per inch of thickness. Thicknesses and slopes as specified on drawings."

DRAWINGS

i. Drawing R4

Delete reference to "waterproofing" noted on Detail Note-2

ii. Drawing R6 (Detail-1)

Add note "Spray foam insulation to be a total thickness of 3" extended to the heights hatched on the drawing.

PART 3 – Inquiries

Q1- Drawing R1 shows a different insulation slope than remainder of drawings.

A1- Drawing R1 reflects the wind-loading diagram only. Refer to other plans for sloping insulation layout.

ATTACHMENTS

- Sika Sarnafil System Letter

END OF ADDENDA

Date: Aug 30, 2018, 2018

STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, ON
P6A 2B3

Attention: Mark Caruso, Project Manager

Re: Sault Ste. Marie, ON, Transit Garage Reroof

Dear Mark,

The proposed roof assembly listed below will meet Sika Canada Inc. requirements for a 20 Year System Warranty for a Solar Ready Roof providing the roof is installed according to Sika Canada's current published specification, guidelines and details.

Roof Assembly R1:

- Structural steel roof deck
- Sarnavap SA vapour retarder adhered
- 2 layers 1.5" and Sarnatherm CG (Glass Faced) 20 psi polyisocyanurate insulation
- Sarnatherm CG Tapered (Glass Faced) 20 psi polyisocyanurate insulation
- ¼" Dens Deck Primed is to be mechanically attached with 3" Sarnaplates and #12 or #15 Sarnafasteners
- S327-15 roofing membrane mechanically attached
- G410-15 flashing membrane adhered with Sarancol adhesive

Roof Assembly R2:

- Structural concrete roof deck
- Sarnavap SA vapour retarder adhered
- 2 layers 1.5" and Sarnatherm CG (Glass Faced) 20 psi polyisocyanurate insulation
- Sarnatherm CG Tapered (Glass Faced) 20 psi polyisocyanurate insulation
- ¼" Dens Deck Primed
- All insulation layers and cover board are to be adhered with Sarnacol 2163 adhesive
- G410.15 roofing and flashing membrane adhered with Sarancol membrane adhesive

I trust this information meets with your approval, should you have any questions please contact the undersigned.

Sincerely

A handwritten signature in blue ink, appearing to read "Paul Yurcich".

Paul Yurcich,
National Technical Manager, TM Roofing

Bid Requirements

For the

Roofing Replacement

Prepared for: **The Corporation of the City of
Sault Ste Marie**
At the:
Transit Garage

111 Huron Street
Sault Ste Marie, ON

STEM Project No: 18106
Client Reference No: 2018CDE-CS-TR-11-T

Date: August 20, 2018

Prepared by:



875 Queen Street East-Suite 2
Sault Ste. Marie, Ontario
P6A 2B3



Date August 20, 2018

Project Number: **18106**

Project Name:
**Roofing Replacement
Transit Garage
111 Huron Street
Sault Ste. Marie, Ontario
for
The Corporation of the City of Sault Ste Marie**

Section Number	Section Title	No. of Pages
00 00 00	Title page.....	1
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00 21 10	Instructions to Bidders.....	7
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01 00 10	General Requirements.....	10
07 10 50	Preparation for Re-Roofing	3
07 50 00	Modified Bitumen Membrane	9

List of Tender Drawings forming part of Tender Documents

DRAWING NO.	TITLE
R1	Title Page
R2	General Arrangement, Wind-Loading & Typ. Requirements
R3	Roofing Area - 1
R4	Roofing Area - 2
R5	Roofing Area – 3
R6	Sections & Details
	Sections & Details

1. SCOPE

- .1 Tenders are invited for the roofing replacement at the Transit Garage at 111 Huron Street, Sault Ste. Marie, ON. for The Corporation of the City of Sault Ste Marie.
- .2 Supply all labour, materials and equipment to complete the work as shown and described on the drawings and in these specifications.
- .3 Work throughout the roof area includes but not limited to:
 - Removal & disposing of the existing roofing systems down to the deck
 - Removal of redundant penetrations and infilling of deck
 - Disconnection, lifting and reconnection of existing roof mounted equipment
 - Supply and Installation of a new modified bitumen roofing system
 - Removal and recycling of existing metal work
 - Parapet modification where required
 - Supply, fabrication and Installation of metal flashings
 - Supply and Installation of miscellaneous items such as; parapet modifications around Administration area, New skylights, paint roof access hatch, gas line supports, and other items for a complete project.
 - Supply and Installation of wall upgrades of spray-foam insulation and steel siding as detailed on drawings
 - Arrange inspection of manufacturer to provide specified warranty and any minor remedial efforts required to complete this work.
 - Provide requested warranty
- .4 It is understood that award of this quotation is subject to budgetary restrictions.

2. CLOSING

- .1 Sealed tenders for this requirement will be accepted until:
September 10th, 2018 12:00:00pm, noon local time.

3. SITE MEETING

- .1 **A mandatory site meeting on August 29 2018 from 1:00 pm – 2:00pm.** The site will only be available for viewing during this time and Bidders will have an opportunity to assess the current conditions and ask any questions as representatives will also be on site. No accommodations to visit the site outside the scheduled time. Bidders are asked to meet at the front door of the main entrance.

4. BIDDER ELIGIBILITY

- .1 Attendance to the mandatory site meeting.
- .2 The bidder shall be members, in good standing, of the Ontario Industrial Roofing Contractors Association (OIRCA), or be pre-approved and in good standing with the Owner.
- .3 The Contractor and his personnel shall be approved by the manufacturer of the specified products and be able to acquire the qualifications to install the specified projects. Before commencing roofing installation, membrane manufacturer's technical representative responsible for warranty inspection is to be on site to coordinate start-up. Roofing contractor to inform membrane manufacturer when scheduled to commence work.
- .4 The bidder shall provide when requested the firm's latest Worker's Compensation Board Experience Rating and a signed letter which states that only competent personnel will be

employed on this project in accordance with Occupational Health and Safety Act – Bill 208.

- .5 Also the bidder may be required to furnish names of references conversant with bidders performance on similar work, names and experience of senior personnel to be used on the work, and such statements of his financial resources as may be found necessary.

5. TENDER SUBMISSION

- .1 The Completed tender form or exact copies thereof, shall be submitted within a sealed, opaque, envelope bearing the title of the project "**Roofing Replacement**", the name of the bidder and delivered by hand, registered mail, or courier to the office of the Consultant:

The Corporation of the City of Sault Ste. Marie
City Clerk's Department
Level IV - Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

- .2 A public opening will take place the same day as closing at 3:00 p.m. at the Civic Centre (99 Foster Drive) in the Steelton Room.

6. FORM OF CONTRACT

- .1 CCDC 2-2008 – "Stipulated Price Contract". Unless amended or altered in Supplementary General Conditions, all of CCDC-2 2008, including provisions for amounts and form of Insurance shall apply to this Contract. CCEC 2-2008 is available for review at the Office of the Consultant or may be purchased from the Sault Ste Marie Construction Association

- .1 The word "Owner" means:
The Corporation of the City of Sault Ste Marie
Transit and Parking Division
111 Huron Street, Sault Ste Marie, ON
P6A 5P9
Contact: Sam Piraino - Manager
705-759-5434 s.piraino@cityssm.on.ca

- .2 The word "Consultant" means:
STEM Engineering Group Inc.,
875 Queen St. East, Suite-2, Sault Ste. Marie, ON
Contact: Mark Caruso, Project Manager,
705-942-6628x203 mcaruso@stemeng.ca

7. PREPARATION OF BID DOCUMENTS

- .1 The bid documents were prepared by STEM Engineering Group Inc "The Consultant". The Contractor shall indemnify and save harmless the Consultant and Owner against all claims, demands, losses, costs, damages, action suites or proceedings by third parties, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work.
- .2 These bid documents are prepared solely for the use by the Owner.

8. TENDER FORM

- .1 The Tender Form is included in these Contract Documents. The tender submitted by a bidder shall be completed, including all pages, with each and every required item filled in.
- .2 The total amount of the firm, fixed tender price shall be given in writing and numerals. All writing shall with ink or typewriter except with signature of the bidder, which shall be written with ink. Tenders that are incomplete or contain any omission, erasure, alteration, addition, condition, limitation or that shown any irregularity, may be rejected.
- .3 The tender shall be properly signed and the complete address of the bidder shall be given on the tender. If the bidder is a co-partnership, each member shall sign the tender; if a corporation, it shall execute the tender by its duly authorized officers.
- .4 The bidder shall include all schedules, and other information specified to enable the Owner to determine the bidder's compliance with the requirements of the Contract Documents. In the event work cannot be completed in accordance with the specified requirements, the bidder shall clearly and explicitly state what the deviations are.
- .5 Upon request, a bidder shall verify any information including price contained in his tender.

9. TENDER CONDITIONS

- .1 Oral, telephone or electronic proposals or modifications to tender proposals will not be accepted.
- .2 Tenders received after the closing time will not be accepted.
- .3 Bidders are advised that the telephone and other office facilities of the Consultant are not available for use by Bidders.
- .4 The submission of a tender proposal shall indicate the acceptance by the bidder of all instructions and conditions contained in the Contract Documents and the tender shall be a firm offer binding the bidder.
- .5 A tender shall not be withdrawn or modified and unless otherwise specifically noted, shall be open to acceptance by the Owner for a period of forty-five days (45 days) following the date for the receipt of tender proposals. The price quoted therein shall be FIRM FIXED PRICE, which shall remain valid, and binding on the bidder in the event the tender proposal is accepted by the Owner.
- .6 The bidder shall submit the tender on the basis of using the products, materials and methods indicated or specified. List all pre-approved proposed alternatives.
- .7 Submit with the tender, but do not include in the firm fixed tender price, all proposals to substitute pre-approved other products, materials and methods for those indicated or specified. For each proposed substitution, submit the name of the manufacturer or supplier, the trade name, an explicit description, the amount by which the firm fixed tender price would be changed and all other information necessary for the evaluation of the proposal.
- .8 The Owner will determine which, if any, substitutions he will accept and the Contract price will be adjusted accordingly. The accepted products, material or method will become part of the Contract.
- .9 Any bidder who is in doubt as to the true meaning or intent of an item in the Contract

Documents or who discovers any discrepancies, errors or omissions in the Contract Documents shall notify the Consultant and request clarification or correction thereof. All such requests shall be in writing or shall be confirmed in writing. No responsibility will be accepted by the Owner for unsupported oral communications or instructions.

- .10 The Owner reserves the right to amend or supplement the Contract Documents at any time prior to the established closing date. Additional information, changes, clarification or corrections made by the Owner or Consultant on the Owner's behalf to the Contract Documents during the time of bidding shall be issued in the form of addenda which will become part of the Contract and shall be covered in the tender price. The bidder shall acknowledge receipt of these addenda in the space provided in the tender forms.
- .11 The bidder may notify the Owner or Consultant of any alterations to the drawings or specifications considered advantageous. Such notification shall be in writing and shall be sent prior to the submission of the tender.
- .12 The bidder is advised that the Owner will not reimburse the bidder for any costs incurred in preparation of a tender proposal.

10. TENDER ACCEPTANCE

- .1 The criteria to be considered by the Owner in awarding the contract will include a combination of previous experience, price, scheduling, qualifications and such other conditions as may be determined by the Owner to be in its own best interests. The lowest or any tender will not necessarily be accepted.

11. TENDER SECURITY

- .1 **Every tender submission shall be accompanied by a tender security in the form of a bid bond payable to the Owner, in the amount equal to 10% of the base bid including the HST amount. Certified cheques will not be accepted.**
- .2 Such deposit shall be security to the Owner that the bidder, if successful, will execute the contract documents and will start work as specified.
- .3 Failure to execute the documents, or failure to start work as specified, will result in forfeiture of the tender security.
- .4 The tender security of all bidders, except of the successful bidder will be returned within three (3) working days of the award of the contract.
- .5 The tender security of the successful bidder will be returned when the Contract Documents have been executed, and all other requirements of confirming the tender have been met.



12. CONTRACT SECURITY

- .1 The Contractor shall within 10 days of being notified of acceptance of the quotation, provide to the Owner the following Contract Security:
 - .1 Performance Bond in the amount of 75% of the contract price (including HST amount)**
 - .2 Labour and Material Bond in the amount of 50% of the contract price (including HST amount)**
- .2 Bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province of Ontario and shall be maintained in good standing until the fulfillment of the Contract. The form of the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.
- .3 All bonding shall be valid until the project is totally complete.
- .4 The above shall constitute notice in writing prior to submission of tender proposals. The Contractor shall pay all premiums and include the cost of bonds within their Tender Price.
- .5 Failure to provide all necessary documents in the time stipulated will result in forfeiture of the tender security.

13. AGREEMENT TO BOND

- .1 Tender submissions shall include an Agreement to Bond.**
- .2 Bids not accompanied by an Agreement to Bond may be declared informal and possibly disqualified.
- .3 Agreement to Bond shall confirm that the Contract security specified will be issued if the Bidder's Bid is accepted,

14. TENDER IRREGULARITIES

- .1 The following is a list of common Bid Irregularities that may be contained in a Bid. This list identifies the type of irregularity and the action to be taken by the Consultant, whether the Bid is considered compliant or non-compliant. This list is not exhaustive of all irregularities that may be contained in a Bid and may be amended by the Consultant, at the discretion of the Owner.

Irregularity	Result
Late Bids.	Automatic rejection - Bid Returned unopened
Bid Form Not Used	Automatic rejection.
Tenders not completed in ink or not typewritten or not signed	Automatic rejection.
Insufficient financial security (No deposit or bid bond or insufficient deposit or bid bond).	Automatic rejection.
Incomplete Bids (Part bids - all items not bid).	Automatic rejection, unless otherwise provided in the Request.



Bids containing errors.	Automatic rejection, unless the errors do not materially affect the Bid, as determined at the sole discretion of the Consultant
Failure to sign Agreement to Bond, Bid Bond Bid Document (i.e. Form of Tender/Proposal).	Automatic rejection.
Erasures, overwriting, strike-outs, or failure to initial changes made on Bid.	Automatic rejection, unless it does not materially affect the Bid, as determined at the sole discretion of the Head - Materials and Procurement.
Discrepancies between the written price and the numerical price	Automatic rejection.
Failure to acknowledge in the Bid that all addenda form part of the submission in the Bid.	Automatic rejection, unless the failure would not have a material impact on the intent of the contract, as determined at the sole discretion of the Consultant
Failure to provide optional pricing.	Automatic rejection, if Request specifically requires optional pricing to be submitted. If optional pricing is not a mandatory requirement, failure to provide optional pricing is acceptable.
Requested submission requirements not included in the Bid, in whole or in part.	Automatic rejection if information was a mandatory requirement in the Request. If information was not mandatory, any missing information must be assessed at the sole discretion of the Head - Materials and Procurement to determine whether the missing information materially affects the Bid.
Failure of a Bidder to identify itself on the Bid.	Automatic rejection.
Mathematical errors.	Automatic rejection unless otherwise provided in the Request.
Agreement to Bond not signed by both the Contractor / Company and the Surety; or Agreement to Provide Irrevocable Letter of credit not signed by the Financial Institution.	Automatic Rejection

15. TAXES

- .1 The Harmonized Sales Tax (HST) is applicable to this project.

16. INQUIRIES DURING TENDER

- .1 Bidders shall direct any inquiries via email to the office of the Consultant c/o Mark Caruso mcaruso@stemeng.ca
- .2 No inquiries shall be directed to the Owner.
- .3 No inquires will be received within 24 hours of the tender closing time.

17. ALLOWANCES

- .1 Refer to GC 4.1 & GC 4.2
- .2 **Bidders shall include a \$25,000.00 contingency allowance in the base bid amount.**
- .3 **Bidders shall include a \$10,000.00 cash allowance in the base bid amount.**
- .4 Allowances are to be included in the Bid Amount.
- .5 The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowances.
- .6 The Contingency Allowance includes the Contractor's overhead and profit in connection with such contingency allowance.
- .7 Expenditures under the allowance will be authorized in accordance with the procedures required and evaluated in GC Part 6.
- .8 Expenditure from any of the allowances may be made only upon receipt of an order signed by the Owner.
- .9 Unexpended Portion of the allowances shall revert to the Owner on completion of the project.
- .10 HST is not included in the Allowances.

18. DISCREPANCIES AND ADDENDUM

- .1 Any discrepancies or omissions found within the Contractor Documents shall be reported to the Consultant who may issue a written addendum. Neither the Owner nor Consultant will make oral interpretations of the meaning of the Contract Documents.
- .2 The Bidder shall clarify any details not mentioned or shown before submitted the bid. The prices as tendered, shall include the supply of labour, equipment, tools and materials required to complete this contract.
- .3 Bidders may be advised by Addenda of changes or clarification of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in arriving at the Total Stipulated Price. All addendums shall be noted on the Bid Form.

19. SUBMITTALS

- .1 The Roofing Contractor ("Applicator") of the roofing system shall include, in the sealed tender envelope, a copy of Manufacturer's Certificate of Authorization indicating the Applicator has been certified by the Manufacturer to install the type of roofing system and membrane specified.

End of Section

STEM Project Number 18106

Project Name: **Roofing Replacement at
Transit Garage
111 Huron Street
Sault Ste. Marie, Ontario
for
The Corporation of the City of Sault Ste Marie**

Submitted By:

Company Name: _____

Address: _____

Offer:

The undersigned, having become thoroughly familiar with, the tender documents, met all the mandatory requirements listed, under the local conditions affecting the performance of the work, having inspected the site or accept the conditions of the site, hereby propose to provide all labour, material and services required to complete the outlined scope of work of all trades to meet the intent of the Contract Documents and agree to enter into a contract with the Owner according to the Contract Documents for the **Stipulated sum (excluding Value Added taxes) and inclusive of;**

- **\$25,000 contingency allowance +**
- **\$10,000 cash allowance**

In the amount of:

(\$_____._____)

All amounts listed are in Canadian Dollars

Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the stipulated lump sum in the amount of:

_____ (\$_____._____)

Addendums

The undersigned has received, become familiar with and have incorporated the provisions of

Addendums No. _____ through _____ inclusive as prepared by the Consultant.

Declarations

We the undersigned declare that:

- We have arrived at this bid without collusion with any competitor or other and is in all respects fair and without collusion or fraud.
- All bid form supplements called for by the Bid Documents form an integral part of this bid
- We will comply with the requirements as stated in the Bid Documents (ie. Safety Programs etc.)

Completion Date:

I/We have reviewed with all of our sub-trades and suppliers and the earliest the Construction of this Project will be "Totally Performed" is _____ weeks from Tender Award.

Signatures:

(Seal if Corporation)

Signature:_____

Print name and title:_____

Witness Signature:_____

Print name and title:_____

Date:_____



SCHEDULE 1

SUBSTITUTION OR ALTERNATE PROCEDURES

Substitutions or alternates to the drawings and general provision of the contract Documents MUST be pre-approved prior to close of tender. All amendments to the drawings/details caused by the alternates or substitutions will be included in the deduction value listed below. The bidder hereby provides the Substitutions or alternates prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Values may be used in the selection of the Contractor.

Description	Unit	Value
		DEDUCT
1_____	LS	\$_____

(hand write total value) from the Tender Price (HST not included)

2_____	LS	\$_____
--------	----	---------

(hand write total value) from the Tender Price (HST not included)

3_____	LS	\$_____
--------	----	---------

(hand write total value) from the Tender Price (HST not included)

SCHEDULE 2

SEPARATE PRICE ITEMS

The bidder hereby provides the separate prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Should the scope of the work be modified, provide a separate price in the form of an amount to be ADDED or DEDUCTED to the Stipulated Sum Tendered Offer amount (on first page of the tender form) should the Owner choose to change the contract scope.

<u>Description</u>	<u>Lump Sum Price</u>
Exhaust/Intake venting replacement as detailed on drawing R5	Add \$_____

1. CLIENT SPECIFIC CONDITIONS

- .1 **The City/Owner is bound by a Collective Agreement with The Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486.**

Labour Compatibility

- .2 The Contractor agrees that it shall perform and/or subcontract, as the case may be, the Replacement of the Roof for the Transit Garage located at 111 Huron Street, Sault Ste. Marie, ON (the Work) pursuant to this Contract and in relation to the Work in accordance with the collective agreement(s) and statutes, if any, applicable to the Corporation of the City of Sault Ste. Marie (the City).
- .3 Without limiting the generality of the foregoing, the Contractor agrees, acknowledges, and represents, as a fundamental condition of this Contract, or its subcontracts, that it is bound to the following provincial collective agreements applicable to its Work:
- Provincial Collective Agreement applicable to the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council in the ICI sector; and
 - Provincial Collective Agreement applicable to the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America (C.D.C.) in the ICI sector
- (hereinafter collectively referred to as "the PCAs").
- .4 The Contractor further hereby agree and covenant, also as a fundamental condition of this Contract and its subcontracts, that they shall remain bound and contractually obligated pursuant to the PCAs for the duration of the Work and at all other times material to this Contract.
- .5 In the event that the Contractor refuses, is unable or otherwise fails to comply with the conditions set forth above ("non-compliance"), the Contractor agrees to fully indemnify and compensate the City of and/or for all losses suffered, sustained, or incurred by the City in any way related to the said non-compliance, including, without limitation:
- (i) damages;
 - (ii) expenses; and
 - (iii) legal fees on a full indemnity basis.
- .6 This schedule shall be interpreted in accordance with the definitions and terms of the Contract or its subcontracts and, unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Contract or its subcontracts.

Safety

- .7 The successful bidder 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. Preference may be given to Bidders who have complied with, or are the process of complying with, this requirement prior to submitting their bid. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices.
- .8 Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367.



- .9 Prior to the commencement of any work under this contract the Successful Bidder will also be required to file with the City a Certificate of Undertaking to Comply (Contractor Safety Policy).
- .10 It is the responsibility of the successful bidder to ensure that ALL subcontractors employed during the commission of work on this contract have also complied with the requirements of the City's Contractor Pre-Qualification Programs prior to starting onsite work.

2. WORK SPECIFIC CONDITIONS

- .1 Throughout the roofing replacement the existing premises will be occupied with the intention of no interruption of normal operations. The work will be required to be coordinated with any occupants in the building throughout the duration of construction.
- .2 Safety of the occupants and public are a priority. Prior to beginning work on site, a comprehensive safety plan is to be presented and reviewed in detail with the Owner. It is the Contractor's responsibility for creating and maintaining a safe environment.
- .3 The building contains a higher voltage electrical system (347v). Contractor is to coordinate shut-down of electrical system with all parties involved prior to beginning work in the shut-down areas.

3. ACCESS TO ROOF AREAS

- .1 Access to the roof areas will be limited to the exterior of the building only
- .2 Keep roof access points away from play, traffic and parking areas.
- .3 All access ladders must be removed at the end of each work day.

4. SCHEDULE

- .1 It is intended to award the project immediately after City Council has approved the project. The work may take place after the tender has been awarded and coordinated with the other site restrictions. See CLIENT/SITE SPECIFIC CONDITIONS section.
- .2 The intended Schedule of work is:

September 24, 2018	Council Approval Date
</= June 15, 2019	Construction Completion

5. PERMITS, FEES, AND NOTIFICATION

- .1 The Contractor will apply, pay and be responsible for all/any building permits (including building) licenses, inspections and fees necessary for performing the work including waste disposal (tipping) fees.

6. ALTERNATES

- .1 All proposed alternates must be pre-approved 48 hours prior to being accepted.
- .2 Any suppliers or contractors applying for an equal alternate must provide hard copies of all the technical requirements of the proposed alternate a minimum of 72 hours prior to closing for an acceptance review. A detailed comparison shall be provided between the proposed alternative and the specified products, highlighting the two are equal in all characteristics, warranties and service.

7. PARKING/SITE ACCESS

- .1 Contractor parking is limited to the visitors parking lot. Site access (including a compound is limited and will be discussed at the first site meeting.

8. COMMUNICATION

- .1 All communication and project administration will be via email. Contractor shall be responsible for establishing and maintaining a valid address. The address shall be the same throughout duration of the contract.
- .2 A dedicated land-line will not be required for this project. However, the site superintendent is expected to have a mobile phone (preferably with a built-in camera) and able to be contacted by the Consultant.

9. SITE SERVICE

- .1 Other than the services offered on site by the Owner, Bidders shall ascertain, from the relevant authorities, the available and existing locations of all services to the project, and without limiting the generality of the foregoing, in particular such services as electric light, power, sewers, water supply, gas, telephone and transportation and availability of roads for traffic, and shall ascertain what prior notice will be required for the installation of the service to the project.
- .2 Bidders shall be aware that overhead electrical lines may cross the roofs or run to masts attached to the roof and may present an electrical hazard. Take all necessary precautions by arranging electrical service disconnection or temporary relocation if necessary to ensure safe working conditions on, and access to, the roof surfaces.

10. NO SMOKING POLICY

- .1 No-Smoking Policy: By-Law Number 2003-7, smoking is prohibited in public places and city buildings. It applies to everyone at all times.

11. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- .1 Refer to GC 3.3
- .2 Provide temporary utilities controls in order to execute work expeditiously
- .3 Remove from site all such work after use
- .4 Dewatering
 - .1 Provide temporary drainage and pumping facilities to keep roof tops and areas free from standing water.
 - .2 Coordinate each section of work to allow drainage of the roof

12. SITE STORAGE AND LOADING

- .1 Confine the Work and the operations of employees to limits indicated by the Contract Documents. Do not unreasonably encumber the premises with Products.
- .2 Do not load or permit to be loaded any part of the Work with a weight or force that will endanger the Work.

13. SANITARY FACILITIES

- .1 Public Sanitary facilities within the facility will be made available to the contractors provided the facilities are not contaminated or abused. Should the Facility Manager remove the privileges, the roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

14. TEMPORARY DOMESTIC WATER AND STANDARD POWER

- .1 Temporary Water (hose bibs) and Standard Power receptacle outlets for construction purposes are available at the site and will be offered to the roofing contractor. The contractor shall review the site to determine if the in-place provisions are adequate to conduct the work. Otherwise, the contractor is required to make provisions to provide the services necessary to conduct the work. Temporary services will be made available until such time they are determined to be excessive and abused.
- .2 Provide all hoses, valves and connections for water from source designated by the owner when made available (if required).
- .3 Provide and pay for temporary power required during construction for temporary lighting and the operating of power tools (if required).
- .4 Arrange for connection with appropriate utility company. Pay all costs for installation, maintenance and removal (if required).
- .5 When available, electrical power should be extended as required from the source (if required).

15. EQUIPMENT, TOOLS, AND MATERIALS STORAGE

- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause the least interference with work activities.

16. BUILDING SITE

- .1 The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
- .2 Any damages caused by the roofing (direct or indirect), shall be repaired at the expense of the Contractor to meet or exceed the existing conditions before any damage was caused.
- .3 The Contractor shall review the conditions below the roofing and accept any risk associated with the installation of the new roofing system.

17. SPECIAL PROCEDURES - AIR HANDLING UNITS (AHU'S)

- .1 Any portion of the work which could introduce fumes, dust or contamination into the building shall immediately be brought to the attention of the Maintenance Supervisor.
- .2 No person other than the Maintenance Supervisor shall be responsible for interruption of the normal operation of Air Handling Units at any time during the project.

- .3 An AHU is any unit on the roof, or within the building that exhausts or provides fresh air, and/or heating and cooling, and also includes associated ducts or vents.
- .4 During periods of construction or maintenance, AHU's may be required to be disconnected for servicing or to avoid the introduction of fumes, dust or contamination into the building. The following procedure shall be followed prior to disconnecting the units:
 - The contractor or service person requiring disconnection of the AHU shall contact the Maintenance Supervisor.
 - The power to the AHU shall be disconnected, and the intake vent(s) for the unit shall be sealed with plastic. Follow lockout procedure to avoid accidental reconnection of power to the unit.
 - The contractor shall notify the Maintenance Supervisor when the work is completed, or the contamination risk is no longer present.
 - The Maintenance Supervisor will authorize power to the unit.

18. HEALTH & SITE SAFETY

- .1 The Contractor will be responsible for turning over a health and safety policy for review.
- .2 Safety and security of the Owner's property and the Occupants is not to be compromised by construction activity. Responsibility for a safe environment is the Contractor's. Prior to beginning work on site, a comprehensive safety plan is to be presented and reviewed in detail with the Owner's representatives. Specific requirements include to keeping roof access point(s) secure at all times by removing & any accessible ladders at the end of each work day. The ladder removal includes secure storage.

19. PROJECT COORDINATION

- .1 Refer to GC 3.1
- .2 Coordinate progress of the Work including progress schedules, submittals, use of site, temporary utilities, construction facilities.

20. CUTTING AND PATCHING

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.
- .4 Submit written request in advance of cutting or alteration which affects:
 1. Structural integrity of any element of the Project.
 2. Integrity of weather exposed or moisture resistant elements.
 3. Efficiency, maintenance, or safety of any operational element.
 4. Visual qualities of sight exposed elements.
 5. Work of Owner or separate contractor.

- .5 Where new work connects with existing and where existing work is altered, all necessary cutting and fitting required to make satisfactory connections with the existing work shall be performed under this contract so as to leave the entire work in a finished and workmanlike condition.
- .6 Make good all concrete, masonry, plaster, ceiling tile, flooring and other materials and finishes which are damaged or disturbed during the progress of installations or alterations under the contract.
- .7 Where existing work is to be made good, the new work shall match exactly the old work in material, form, construction and finish, unless otherwise noted as specified.
- .8 Wherever it becomes necessary to cut or interfere in any manner with existing apparatus for short periods of time, the work shall be done at such times as agreed upon between the Owner, the Consultant and the Contractor.
- .9 Perform work to avoid damage to other work.
- .10 Prepare surfaces to receive patching and finishing.

21. PROJECT MEETINGS

- .1 To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Consultant will conduct project meetings throughout the construction period.
- .2 Meetings will be scheduled to include an Owner's staff representative.
- .3 Agenda Item: To the maximum extent practicable, advise the Consultant at least 24 hours in advance of project meetings of all items to be added to the agenda.
- .4 Minutes: The Consultant will compile minutes of each project meeting and will furnish one copy to the Contractor. The Contractor may make and distribute such other copies as he wishes.
- .5 Meeting Schedule: Except as noted below for Preconstruction Meeting, project meetings will generally be held every two weeks and adjusted to reflect actual work progress. Coordinate as necessary to establish mutually acceptable schedule for meetings.
- .6 Meeting Locations: Normally meetings will be held at the job site.
- .7 Preconstruction Meeting: Preconstruction meeting will be scheduled within 7 days after the award of contract. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The Consultant will advise other interested parties and request their attendance.

22. SHOP DRAWINGS AND SUBMITTALS

- .1 Refer to GC 3.10
- .2 Submit to Consultant submittals listed with reasonable promptness and in an orderly sequence so as to not cause delay in the Work.
- .3 Work affected by the submittal shall not proceed until review is complete.

- .4 Review submittals prior to submission to the Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents.
- .5 Verify field measurements and affected adjacent Work areas are coordinated.

23. SAMPLES

- .1 Submit for review, samples in as requested in respective specification Sections.
- .2 Deliver samples prepaid to Consultant's business address.

24. ROOF WARRANTY MANUALS

- .1 Submit to the Consultant, two copies of the specified warranty and all related documentation (Owner obligations etc.)
- .2 Manuals to contain stipulations of the membrane maintenance required to abide by the warranty requirements.
- .3 Bind contents in a three-ring, hard covered, jacketed binder.

25. RECORD DOCUMENTS

- .1 Identify one set of drawings and specifications as "Project Record Copy".
- .2 Maintain in new condition and make available for inspection on site by Consultant.
- .3 Accurately and neatly record deviations from Contract Documents caused by site conditions and changes.
- .4 Record locations of concealed components of mechanical and electrical services.
- .5 On completion of Work and prior to final inspection, submit record documents to Consultant.

26. SCHEDULES

- .1 Construction Progress Schedule.
 - .1 Refer to GC 3.5
- .2 Submittal Schedule for Shop Drawings, Product Data and Samples.
 - .1 Refer to GC 3.10
 - .2 Submit initial schedule within 15 days of the award of the Contract.
 - .3 Maintain the schedule with updates as required.

27. QUALITY CONTROL

- .1 Refer to GC 2.3.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant instructions, or the law of the Place of the Work.

- .3 If the Contractor covers or permits Work to be covered that has been designated for special tests, inspections or approvals before such is made, shall uncover such Work, have the inspections or tests satisfactorily completed and make good such Work.
- .4 Independent inspection and testing agencies will be engaged by the Consultant for the purpose of inspecting or testing portions of Work. Costs shall be allocated as set out in Cash Allowances in this Section - or directly paid for by the Owner.
- .5 Provide equipment or access required for executing inspection and testing by the appointed agencies.

28. SITE EXAMINATION, ACCESS AND CONDITIONS

- .1 The bidder shall make a careful examination of the site and shall investigate and satisfy himself at his own risk and expense as to all matters relating to the nature of the work to be undertaken, the means of access and egress, the obstacles to be met with, the rights and interests which may be interfered with during the construction of the work, the extent of the work to be performed, and any and all matters which are referred to in the Contract Documents, or which are necessary for the full and proper completion of the work and the conditions under which it will be performed, and shall acquaint himself with all bylaws, acts, ordinances, rules, regulations and codes which may affect the work of this Contract.
- .2 The bidder shall ascertain, from the relevant authorities, the availability and existing locations of all services to the project, and without limiting the generality of the foregoing, in particular such services as electric light, power, sewers, water supply, gas, telephone and transportation and availability of roads for traffic.
- .3 Questions arising from the bidder's inspection at the site will be answered in addenda where deemed necessary by the Consultant.
- .4 Coordinate construction schedule with owner for site access and removals.

29. PROJECT CLEANLINESS

- .1 Refer to GC 3.13
- .2 Remove waste material and debris from the site and deposit in waste Container at the end of each working day.
- .3 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- .4 The roofing contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

30. PRODUCT AND MATERIAL QUALITY

- .1 Refer to GC 3.8
- .2 Products, materials, equipment and articles (referred to as Products throughout the specifications) incorporated in the Work shall be new, not damaged or defective, of the best quality compatible with specifications for the purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.

- .3 Defective Products, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Remove and replace defective Products at own expense and be responsible for delays and expenses caused by rejection.
- .4 Should any dispute arise as to the quality or fitness of Products, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.
- .5 Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship has been defined by manufacturer's name and catalogue number, reference to recognized industry and government standards, or description of required attributes and performances.
- .6 Handle and store Products in a manner to prevent damage, adulteration, Deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .7 Store packaged or bundled Products in original and undamaged condition with manufacturer's seals and labels intact.
- .8 Store products subject to damage from weather in weatherproof enclosures.
- .9 Unless otherwise indicated in the specifications, install or erect Products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.
- .10 Notify the Consultant in writing, of conflicts between the specifications and manufacturer's instructions, so that the Consultant may establish the course of action.
- .11 Improper installation or erection of Products, due to failure in complying with these requirements, authorizes the Consultant to require removal and reinstallation at no increase in Contract Price.

31. CONCEALMENT

- .1 Refer to GC 6.4
- .2 In finished areas, conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.
- .3 Before installation, inform the Consultant if there is a contradictory situation.
- .4 Install as directed by Consultant.

32. SYSTEMS DEMONSTRATION

- .1 Prior to final inspection, demonstrate operation of each system to Owner and Consultant.
- .2 Instruct personnel in operation, adjustment, and maintenance of equipment and systems, using provided operation and maintenance data as the basis for instruction.

33. INSPECTION AND TAKEOVER PROCEDURES

- .1 Prior to application for certificate of Substantial Performance, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and the building & site is clean and in condition to match or better than the condition before the work started.

- .2 Notify the Consultant in writing, of satisfactory completion of the Work and request an inspection.
- .3 During the Consultant inspection, a list of deficiencies and defects will be tabulated. Correct same.
- .4 When the Consultant considers deficiencies have been corrected and it appears requirements of the Contract have been substantially performed (WARRANTY MUST BE PROVIDED), make application for certificate of Substantial Performance.
- .5 Follow the procedures as outlined in OAA/OGCA Document 100 and in the Construction lien Act, current version.

End of Section



PART 1.0 GENERAL

1.1 SECTION INCLUDES

- .1 Mobilization
- .2 Safety Rails
- .3 Removals and disposals
- .4 Temporary Measures

1.2 RELATED SECTIONS

- .1 Section 07 52 00 – Modified Bitumen Membrane

PART 2.0 PRODUCTS

2.0 INFILL MATERIALS

- .1 Use infill materials matching existing membrane roofing system materials unless otherwise indicated.

2.1 TEMPORARY ROOFING MATERIALS

- .1 Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.2 AUXILIARY REROOFING MATERIALS

- .2 General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new membrane roofing system.
- .3 Base Sheet Fasteners: Capped head, factory-coated steel fasteners, listed in FM Approval's "Approval Guide."
- .4 Metal Flashing Sheet: Metal flashing sheet is specified in Section 07 "Roof Membrane and Flashings."

PART 3.0 EXECUTION

3.0 PREPARATION, GENERAL

- .1 Load Testing Roofing Contractor shall be responsible to arrange a minimum of (2) pull-out load tests in each roof area and a minimum of (2) for each deck type. The test shall be overseen by a Representative of the Consultant or Technical Representative of Roofing Membrane Manufacture.
- .2 Raise all gas lines, electrical conduits, HVAC units and ductwork etc. as required to install new roof edge and roofing systems.
- .3 Any damages to interior materials as a result of or during the roofing replacement, will be repaired (to the Owner's acceptance) at the expense of the contractor.
 - a. To avoid conflicts between damages caused or not caused as a result of or during the roofing replacement, the contractor shall survey the interior of the building, identify and log any evidence of previous damages to materials (specifically pertaining to water damage). Repair of any identified previous damages are not the responsibility of the Contractor.

- .4 Contractor shall be responsible for coordinating and paying for required sub-trades (electrical, mechanical etc.) to complete the scopes of work identified (ie. disconnection of RTU's, gas lines, electrical etc.), raising and lower of units and re-connection of RTU's (ie. connection and modification of gas lines because of increased heights, electrical etc.)
- .5 **Existing Roof Protection:** Protect existing membrane roofing system that is indicated not to be reroofed.
- .6 **Air Intake Shutdown:** Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
 - i. Verify that rooftop utilities and service piping have been shut off before beginning the Work.
- .7 **Temporary Weather Protection:** During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- .8 **Roof Drain Protection:** Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - i. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- .9 **Roof Drain Operation:** The Applicator shall verify that all roof drain lines are functioning correctly (not clogged or blocked) by means of overloading the system with water or an inspection camera before starting work. Applicator shall provide a letter to the Owner's Representative for corrective action prior to the installation of the roofing system identifying the drains are functioning as intended or of any blockages

3.1 ROOF TEAR-OFF

- .1 General: Notify Owner each day of extent of roof tear-off proposed for that day.
- .2 Remove pavers and accessories from roofing membrane.
- .3 Temporarily relocate, connect any identified items that are required to be used throughout the replacement (ie. satellite dish, lights). Make provisions to locate back to original position and connect after the roofing is complete.
- .4 Roof Tear-Off: Remove existing roofing membrane only.
 - i. Sequence the portions of roofing to minimize working on newly installed roofing systems or existing roofing systems to remain.
 - ii. Refer to Manufacturer's Recycling procedures.

3.2 SUBSTRATE PREPARATION

- .1 Inspect all substrates after removal of membrane.
- .2 Report to the Consultant any areas of wet insulation outside of the areas identified on the drawings.

3.3 TEMPORARY ROOFING MEMBRANE

- .1 Provide temporary roofing membrane tie-ins as required to maintain a water-tight barrier over the occupied areas.
- .2 Remove temporary roofing membrane before installing new roofing membrane.

3.4 EXISTING BASE FLASHINGS

- .1 Remove existing membrane flashings around parapets, curbs, walls, and penetrations.
- .2 Do not damage metal counter flashings that are to remain. Replace metal counter flashings damaged during removal with counter flashings of same metal, weight or thickness, and finish specified in Section 07 "Roof Membrane and Flashings."

3.5 PARAPET SHEATHING AND CLADDING

- .1 **Parapet Sheathing:** Remove existing parapet sheathing (where required or specified) and replace with new construction grade plywood sheathing, 1/2 inch (13 mm) thick. If parapet framing has deteriorated, immediately notify Consultant.
- .2 **Parapet Cladding:** Remove parapet cladding and weather resistant barrier and replace with matching material.

3.6 DISPOSAL

- .1 All debris shall be removed from the roof in a controlled manner (ie. chutes)
- .2 Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - i. Storage or sale of demolished items or materials on-site is not permitted.
- .3 Transport and legally dispose of demolished materials off Owner's property in closed or tarped containers.

END OF SECTION

Part 1 General

1.1 SECTION INCLUDES

- .1 Vapour Retarder
- .2 Insulation (General field and tapered)
- .3 Support Panel
- .4 Modified bituminous membrane roofing, cant strips and flashings
- .5 Pre-Finished Metal Flashings at roof levels
- .6 Skylights
- .7 Miscellaneous items (siding, spray-foam, ladders, etc.) for a complete roofing replacement

1.2 RELATED SECTIONS

- .1 Section 07 10 50 - Preparation

1.3 REFERENCES

- .1 [ASTM C1002-14 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.]
- .2 [ASTM C1177/C1177M-13 - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.]
- .3 [ASTM C1289-15 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.]
- .4 [ASTM C1396/C1396M-14a - Standard Specification for Gypsum Board.]
- .5 [ASTM D41/D41M-11 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.]
- .6 [ASTM D312/D312M-15 - Standard Specification for Asphalt Used in Roofing.]
- .7 [ASTM D2178/D2178M-15 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.]
- .8 [ASTM D2822/D2822M-05(2011)e1 - Standard Specification for Asphalt Roof Cement, Asbestos Containing.]
- .9 [ASTM D6162-00a(2015)e1 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.]
- .10 [ASTM D6163-00(2015)e1 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.]
- .11 [ASTM D6164/D6164M-11 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.]
- .12 [ASTM D6298-13 - Standard Specification for Fiberglass Reinforced Styrene-Butadiene-Styrene (SBS) Modified Bituminous Sheets with a Factory Applied Metal Surface.]
- .13 [CGSB 37-GP-9Ma-83 - Primer, Asphalt, Unfilled, for Asphalt Roofing, Dampproofing and Waterproofing.]
- .14 [CGSB 37-GP-56M-85 - Membrane, Modified, Bituminous, Prefabricated, and Reinforced for Roofing.]
- .15 [CSA-O121-08 (R2013) - Douglas Fir Plywood.]

- .16 [CSA-O151-09 (R2014) - Canadian Softwood Plywood.]
- .17 [CAN/ULC-S107-10 - Methods of Fire Tests of Roof Coverings.]
- .18 [CAN/ULC-S701-11 - Standard for Thermal Insulation, Polystyrene, Boards and Pipe Covering.]
- .19 [CAN/ULC-S704-11 - Standard for Thermal Insulation, Polyurethane and Polyisocyanurate Boards, Faced.]
- .20 [CRCA (Canadian Roofing Contractors' Association) - CRCA Roofing Specifications Manual.]
- .21 Ontario Industrial Roofing Contractors Association - Roofing Specifications Manual.
- .22 [ULC-FR-14 - Fire Resistance Directory (2014 Edition).]

1.4 SYSTEM DESCRIPTION

- .1 Assembly of components include two (2) ply membrane system, heat-welded, with granulated surface, roof board, insulation and vapour retarder.

1.5 ADMINISTRATIVE REQUIREMENTS

- .1 Coordination:
 - .1 Coordinate with other work having a direct bearing on work of this section.
 - .2 Coordinate the work with the installation of associated metal flashings, as the work of this section proceeds.
- .2 Pre-installation Meetings:
 - .1 Convene one (1) week before starting work of this section.
 - .2 Review preparation and installation procedures and coordinating and scheduling required with related work.

1.6 SUBMITTALS FOR REVIEW

- .1 Shop Drawings: Indicate setting plan for tapered insulation, layout of seams, direction of laps, base flashing details.
- .2 Product Data: Provide product data for all roofing materials.

1.7 SUBMITTALS FOR INFORMATION

- .1 Installation Data: Manufacturer's special installation requirements, including special precautions required for seaming the membrane.
- .2 Manufacturer's Certificate: Certify that Products meet or exceed [specified requirements].
- .3 Field Reports: Indicate procedures followed, ambient temperatures, etc.

1.8 CLOSEOUT SUBMITTALS

- .1 Sustainable Design Closeout Documentation: warranty.

1.9 QUALITY ASSURANCE

- .1 Perform Work to CRCA Roofing Specifications Manual and manufacturer's written instructions
- .2 Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three (3) years documented experience.
- .3 Installer Qualifications: Company specializing in performing the work of this section with minimum three (3) years documented experience and approved by the manufacturer.

1.10 REGULATORY REQUIREMENTS

- .1 Conform to applicable code for roof assembly fire hazard requirements.
- .2 [CAN/ULC-S107]: Class A Fire Hazard Classification.
- .3 Roof Assembly Classification, Class 1 Construction, wind uplift requirement to meet the requirements of the Ontario Building Code "Design Wind Loads".

1.11 DELIVERY, STORAGE, AND HANDLING

- .1 Deliver products in manufacturer's original containers, dry, undamaged, seals and labels intact.
- .2 Store products in weather protected environment, clear of ground and moisture.
- .3 Stand roll materials on end.

1.12 SITE CONDITIONS

- .1 Ambient Conditions:
 - .1 Do not apply roofing membrane during inclement weather or when ambient temperatures are below 5 degrees C [41] degrees F or above 30 degrees C [86] degrees F].
 - .2 Do not apply roofing membrane to damp or frozen deck surface.
 - .3 Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

1.13 WARRANTY

- .1 Contractor's Warranty: Provide two (2) year warranty on roofing, dated from time of Substantial Performance.
- .2 Manufacturer's Warranty: Provide a fifteen (15) year manufacturer's warranty to include coverage for failure to meet specified requirements, including damage to building resulting from manufacturing defects or installation deficiencies.

Part 2 Products

2.1 GENERAL

- .1 Components of the roof system are based on products manufactured by Soprema.

2.2 ALTERNATES

- .1 Alternate material applications must be submitted a minimum of 72 hours prior to the closing time and date. Submissions are to include hard copies of all the technical data sheets of the proposed system including a detailed comparison between the proposed alternative and the specified products, highlighting the two are equal in all characteristics including but not limited to:
 - warranties
 - physical properties
 - insulation properties
 - technical on-site representation
 - demonstrated experience
 - quality control

- .2 Systems by other manufacturers will be accepted when approved in advance of the tender closing date. Additional approved system will be confirmed by addendum.
- .3 Supply all waterproofing materials by one manufacturer.

2.3 MEMBRANE MATERIAL

- .1 Membrane: CGSB 37-GP-56M, asphalt and polymer modifiers of styrene-butadiene-styrene (SBS) a prefabricated sheet.
 - .1 Base Sheet (General field): Non-woven polyester reinforcement, nominal thickness 2.2 mm [86 mils].
 - .1 Application: Mopped in hot asphalt
 - .2 Undersurface: sanded
 - .3 Surface: thermofusible plastic film.
 - .4 Product: ELASTOPHENE 180 PS
 - .2 Base Sheet (Flexible Flashings): Self-adhesive base sheet composed of a glass mat reinforcement and SBS modified bitumen.
 - .1 Thickness: 2.5mm [98mils].
 - .2 Product: SOPRAFLASH FLAM STICK
 - .3 Cap Sheet (General Field & Flashing): Non-woven polyester and fibreglass reinforcement with elastomeric bitumen [nominal thickness 4.0 mm [158 mils].
 - .1 Application: heat-welded.
 - .2 Top surface: highly reflective white granule surfaced (SRI=84)
 - .3 Underside: thermofusible plastic film.
 - .4 Product: SOPRASTAR FLAM HD GR

2.4 BITUMEN MATERIALS (SUPPORT PANEL & BASE MEMBRANE)

- .1 Bitumen will be required with a built-up vapour retarder and/or bitumen adhered roofing membranes; edit the following accordingly.
 - .1 Asphalt Primer: CGSB 37-GP-9Ma.
 - .2 SEBS bitumen to membrane support and base membrane.
 - .3 Description: SEBS modified bitumen used as roofing cement.
 - .4 Product: SOPRASPHALTE M

2.5 VAPOUR RETARDER

- .1 Modified Bitumen Membrane: [CGSB 37-GP-56M], Self-adhesive vapour barrier membrane composed of a tri-laminated woven polyethylene facer and SBS modified bitumen. The underside is covered with a silicone release film.:
 - .1 Thickness: 0.8mm [30mils].
 - .2 Product: SOPRAVAP'R

2.6 INSULATION

- .1 Insulation: Flat in general field and tapered where noted [CAN/ULC-S704], polyisocyanurate rigid board, both faces finished with kraft paper reinforced with fiberglass strands] with the following characteristics:
- .1 Board Density: 140 kPa [20 psi].
 - .2 Board Size: 1200mm [48"] x 2400mm [96"]
 - .3 Board Thickness: 45 mm [1.5"].
 - .4 Thermal Resistance: RSI-1.89 [R-10.9].
 - .5 Board Edges: Square.
 - .6 Product: Sopra-Iso

2.7 INSULATION FASTENERS

- .1 Hardened carbon steel with anticorrosion coating with the following characteristics:
- .1 Head: #14 Phillips
 - .2 Tip: Carbide self drilling
 - .3 Shank diameter: 4.6mm (0.180")
 - .4 Length: as required to penetrate top flute 20mm (0.75")

2.8 INSULATION PLATES

- .1 Pre-drilled shear plates with the following characteristics:
- .1 Material: Galvalume
 - .2 Diameter: 50mm (2")
 - .3 Thickness: 0.81mm (20 Gauge)

2.9 TAPERED INSULATION ADHESIVE

- .1 Low-rise, two-part polyurethane adhesive with the following characteristics:
- .1 Cure Time: Minutes
 - .2 Technology: Polyurethane
 - .3 Product: Duotack
 - .4 Alternates: asphalt or mechanical fasteners

2.10 SUPPORT PANEL

- .1 Mineral-fortified asphaltic core, formed between two layers of asphalt saturated glass mat.
- .1 Board Size: 1.2m x 1.2m (4'x4')
 - .2 Board Thickness: 3mm (1/8")
 - .3 Product: Sopraboard

2.11 AREA DRAIN-RETROFIT

- .1 One-piece spum aluminum body with the following characteristics:
 - .1 Integrated seal technology at the end of a 300mm Ø (12"Ø) stem length
 - .2 Internal gasketed seal
 - .3 Drain flange has depressed sump
 - .4 Product: OMG "Hercules RetroDrain"

2.12 ACCESSORIES

- .1 Fibre Cant and Tapered Edge Strips: Asphalt impregnated wood fibreboard, preformed to 45 degree angle.
- .2 Roofing Nails: [Galvanized] type, size as required to suit application.
- .3 Fasteners: [ASTM C1002], [galvanized] type, appropriate for purpose intended and approved by [system manufacturer]; length required for thickness of material [with metal washers].
- .4 Sealants: As recommended by membrane manufacturer.
- .5 Strip Reglet Devices: [Galvanized steel]; [] [recess] mounted, binder bars, maximum possible length per location, with attachment flanges.
- .6 Additional as required to achieve the intent of a long-term performance watertight roofing system.

2.13 METAL FLASHINGS

- .1 Galvanized prefinished steel flashings with factory applied silicone modified polyester.
 - .1 Thickness: 0.61mm [24 ga.].
 - .2 Colour: to be later selected from standard colour range
 - .3 Specular gloss: 30 units +/- 5 in accordance with ASTM D523-80 measured on Gardener 60 deg. glossmeter.
 - .4 Resistance to accelerated weathering: no objectionable colour change after 8 years.
 - .5 Touch-up paint: As recommended by manufacturer

2.14 SKYLIGHTS

- .1 Double Glazed, Self-Flashing Dome Skylight with Thermal Break complete with fall protection with the following characteristics:
 - .1 Acrylic glazing
 - .2 OSHA Regulation 1926.501 "Fall Protection Compliant"
 - .3 9" high insulated metal insulated curb
 - .4 Product: Plastico Model 197 (37"x37" inside curb dimension) with Fallguard Skylight Screen

2.15 SPRAY FOAM IN WALL

- .1 Spray foam to be a polyurethane based, closed cell, medium density, r6/inch, spray applied by a licensed contractor and installed to thickness shown on drawings as per manufacturer's specifications and details with the following characteristics:
- .1 CAN/ULC S 705.1-01
 - .2 Density (Core): 29 kg/m³ (1.8 lb/ft³)
 - .3 Compressive Strength: 186 kPa (27.0 psi)
 - .4 Tensile Strength: 241 kPa (35.0 psi)
 - .5 Open Cell Content: 8.0%
 - .6 Water Absorption: 1.2 % by volume
 - .7 Water Vapour Permeance 25mm sample: 63 ng/Pa s·m² (1.05 Perms)
 - .8 Product: WALLTITE ECO v.2 regular by BASF

Part 3 Execution

3.1 EXAMINATION

- .1 Verify existing conditions before starting work.
- .2 Verify that surfaces and site conditions are ready to receive work.
- .3 Verify deck is supported and secured.
- .4 Verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped as specified.
- .5 Verify deck surfaces are dry and free of snow or ice. Verify flutes of metal deck are clean and dry.
- .6 Verify roof openings, curbs, pipes, conduit, sleeves, ducts, and vents through roof are solidly set, and all underlying substrates are in place.

3.2 PREPARATION - METAL DECK

- .1 Remove all debris from flutes
- .2 Report any damaged areas of deck
- .3 Remove all redundant penetrations noted
- .4 Fill in any areas of deck as required and/or noted
- .5 Prime deck as required to receive subsequent layer

3.3 VAPOUR RETARDER APPLICATION

- .1 Primer: Apply primer to manufacturer's written instructions for system specified. Allow to dry.
- .2 Install self-adhesive vapour barrier on to substrate, overlapping side and end laps to manufacturer's written recommendations.
- .3 Begin work at bottom of slopes, unroll and align on substrate. Ensure all edges are supported.
- .4 Remove release sheet and adhere membrane, working in sections to avoid wrinkles in membrane.
- .5 Meet and overlap [perimeter strip to] air/vapour barrier on adjoining walls.

3.4 INSULATION APPLICATION

- .1 Install insulation to manufacturer's written instructions.
- .2 Ensure vapour retarder is clean and dry.
- .3 **Verify all existing components are below the top of deck level and that fasteners will not damage such components.** Mechanically fasten boards over roof surface.
- .4 Place a minimum of 8 fasteners per (4'x8') insulation board.
- .5 Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- .6 Apply no more insulation than can be covered with membrane in same day.
- .7 Install tapered insulation in adhesive as indicated on drawings or with equal alternatives.
- .8 Install support panels in hot asphalt to manufacturer's written instructions.

3.5 MEMBRANE APPLICATION

- .1 Apply membrane and primer to manufacturer's written instructions.
- .2 Apply membrane; lap and seal edges and ends permanently waterproof.
- .3 Apply membrane smooth, free from air pockets, wrinkles, or tears. Ensure full bond of membrane to substrate.
- .4 Install field base sheet in hot asphalt. Extend membrane up cant strips and minimum of 200 mm(8 inches) onto vertical surfaces.
- .5 Install base sheet flashing in one metre strips and overlap a minimum of 100 mm (4") over field base sheet.
- .6 Install cap sheet with propane torch.
- .7 Install cap sheet flashing in one metre strips and overlap a minimum of 150 mm (6") over field cap sheet.
- .8 Extend membrane over wall construction barriers and seal.
- .9 Seal membrane around roof protrusions and penetrations.
- .10 Provide waterproof cut-off to membrane at end of day's operation. Remove cut-off before resuming roofing.

3.6 FLASHINGS AND ACCESSORIES

- .1 Apply flexible sheet base flashings to seal membrane to vertical elements.
- .2 Secure to [reglets] [nailing strips at [<100 mm><<4 inches>>] on centre].
- .3 Install prefabricated roofing [control joints] [expansion joints] to isolate roof into areas [as indicated] [to manufacturer's written instructions].
- .4 Fabricate roofing [control joints] [expansion joints] to isolate roof into areas as indicated.
- .5 Coordinate installation of [roof drains] [roof sums] [roof curbs] and related flashings.
- .6 Seal flashings and flanges of items penetrating or protruding through the membrane.

3.7 FLASHINGS AND ACCESSORIES

- .1 Form flashings, copings and fascias to profiles indicated on the contract drawings (or as required) to conform to:
 - .1 Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).
 - .2 Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.

- .3 Metal, other than that provided by The Manufacture, is not covered under the Manufacture warranty.
- .2 Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily. Cap flashing metal will not be regarded as part of the waterproofing.
- .3 Fabricate and Install sheet metal work where indicated and as detailed.
- .4 Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
- .5 Form each end of lengths in the general field with an S-Lock & corners with a stranding seam end joint. All parapet to wall transitions to be a 2 piece double fold seam.
- .6 Lock end joints and caulk with sealant. Insert metal flashing under cap flashing to form weathertight junction.
- .7 Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailing a minimum of 1 inch (25 mm).
- .8 Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches (0.3 m) on center into the wood nailing or masonry wall.
- .9 Counter flashings shall overlap base flashings at least 4 inches (100 mm).
- .10 Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch (38 mm) minimum and shall be securely sealed from air entry.
- .11 Use concealed fastenings except where approved before installation.
- .12 Form pieces in longest length possible. Make allowance for expansion at joints.
- .13 Hem all exposed edges on underside 12 mm. Miter and seal corners with sealant.
- .14 Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.
- .15 Apply isolation coating to metal surfaces to be embedded in concrete or mortar.

3.8 FIELD QUALITY CONTROL

- .1 Coordinate site attendance from roofing system technical representative prior to starting and during installation of the Work as required to acquire warranty.
- .2 Monitor and report installation procedures and unacceptable conditions.
- .3 Correct identified defects or irregularities prior to subsequent layers of roofing system being installed.

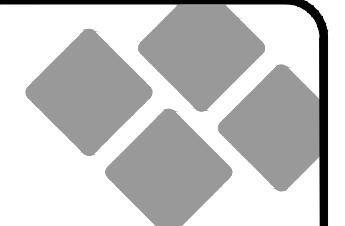
3.9 CLEANING

- .1 In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- .2 Repair or replace defaced or disfigured finishes caused by work of this section.

3.10 PROTECTION OF FINISHED WORK

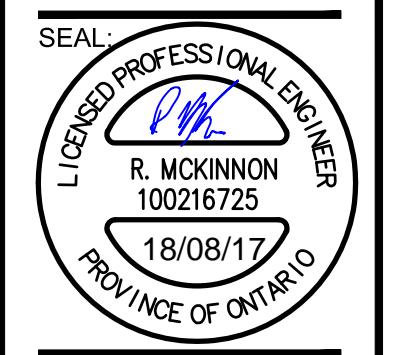
- .1 Protect building surfaces against damage from roofing work.
- .2 Where traffic must continue over finished roof membrane, protect surfaces.

END OF SECTION

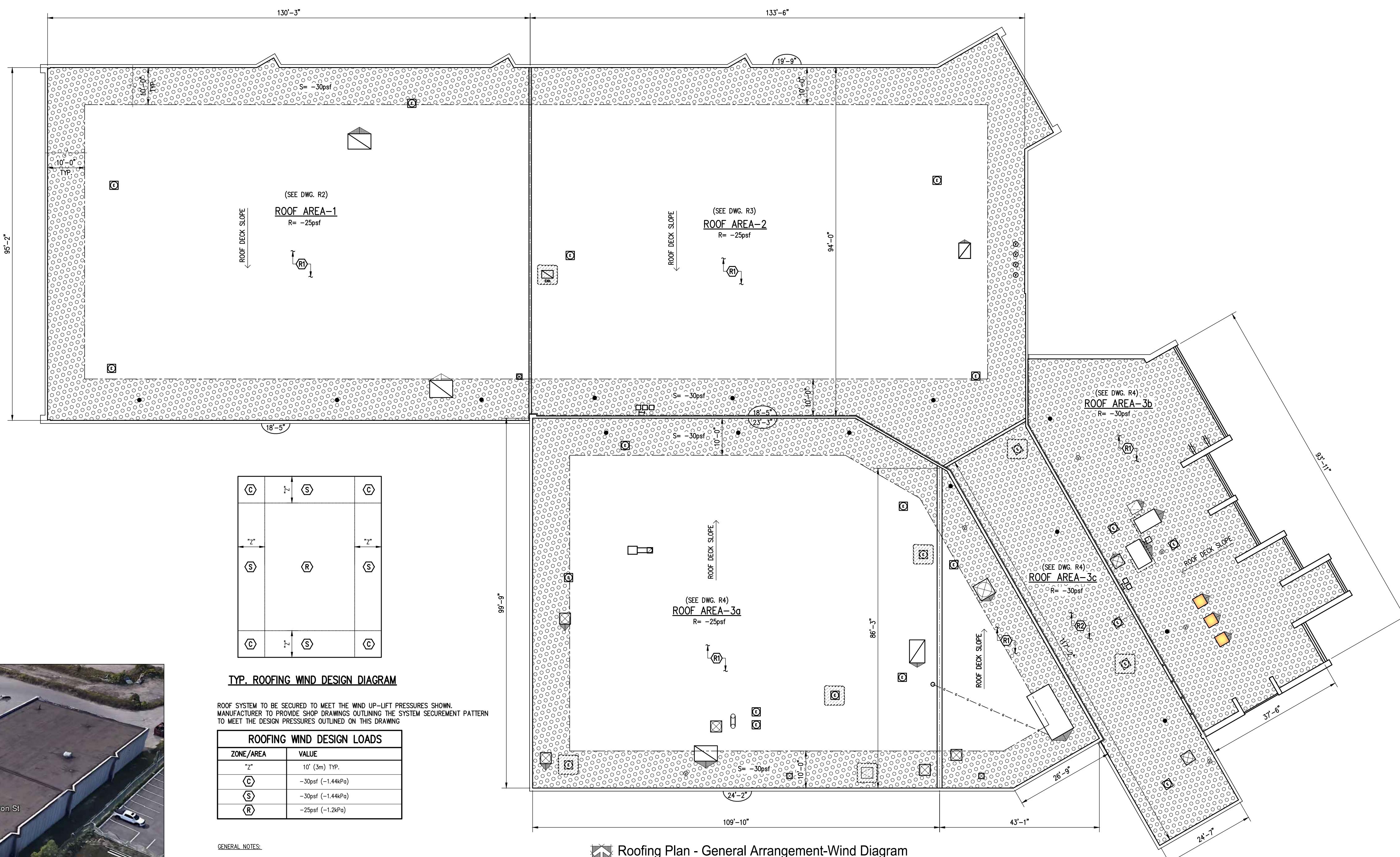


STEM
ENGINEERING GROUP

SEAL:



Ontario Building Code Data Matrix – Part 11 – Renovation of Existing Building						OBC Reference
11.1	Existing Building Classification:	Describe Existing Use: Transit Bldg. with Office, Repair & Storage Areas	Construction Index: n/a	Hazard Index: n/a	■ Not Applicable (no change of major occupancy)	11.2.1 11.2.1.1A 11.2.1.1B to N
11.2	Alteration to Existing Building Is:	Basic Renovation Extensive Renovation	■	□		11.3.1 11.3.2
11.3	Reduction in Performance Level:	Structural: Increase in occupant load By change of major occupancy: Plumbing: Sewage system:	■ No ■ Yes □ No □ Yes □ Yes ■ Yes □ Yes ■ Yes □ Yes	□ Yes ■ Yes ■ Yes □ Yes ■ Yes □ Yes ■ Yes □ Yes	11.4.1 11.4.2 11.4.2.1 11.4.2.2 11.4.2.3 11.4.2.4 11.4.2.5	11.4.2 11.4.2.1 11.4.2.2 11.4.2.3 11.4.2.4 11.4.2.5
11.4	Compensating Construction:	Structural: Increase in occupant load Change of major occupancy: Plumbing: Sewage System:	■ No ■ Yes □ No □ Yes ■ Yes □ Yes ■ Yes □ Yes	□ Yes ■ Yes ■ Yes □ Yes ■ Yes □ Yes ■ Yes □ Yes	11.4.3 11.4.3.2 11.4.3.3 11.4.3.4 11.4.3.5 11.4.3.6	11.4.3 11.4.3.2 11.4.3.3 11.4.3.4 11.4.3.5 11.4.3.6
11.5	Compliance Alternatives Proposed:	■ No □ Yes (give number(s))				11.5.1
11.6	Alternative Measures Proposed:	■ No □ Yes (explain)				11.5.2



- TYPICAL REPLACEMENT ROOFING SYSTEM**
- GRANULATED CAP SHEET (HEAT APPLIED)
 - BASE SHEET (ADHERED IN ASPHALT)
 - 2-PLY MEMBRANE FLASHINGS (BASE=SELF ADHERED + CAP=HEAT APPLIED)
 - COVER BOARD (ADHERED IN ASPHALT)
 - TAPERED POLYISO WHERE SHOWN (ADHERED OR FASTENED)
 - (2) LAYERS OF POLYISO INSUL. (MECH. FASTENED)
 - VAPOUR RETARDER (SELF ADHERING)
 - EX. PROFILED STEEL DECK

GAS LINE SUPPORT TABLE

LINE SIZE MAX SPACING
<1.25" (32mm) 8' (2.4m) CTR'S.
1.25" (32mm) AND UP 10' (3m) CTR'S.

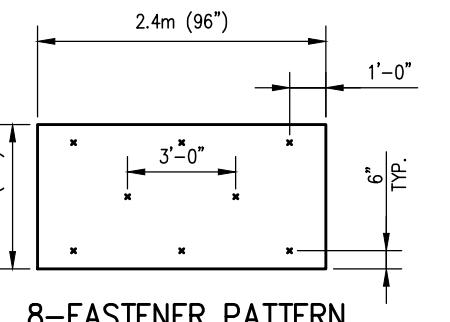
PROVIDE A MIN. OF 2 SUPPORTS AT ALL CHANGE IN DIRECTIONS. ALL SUPPORTS ARE SHOWN ON PLAN FOR CLARITY.

- EX. ROOF ASSEMBLY**
- MULTI-PLY BUR w/ GRAVEL COVER
 - 1" FIBREBOARD
 - 3" BASE CAP
 - ALL ADHERED IN COAL TAR PITCH
 - KRAFT VAPOUR RETARDER
 - CORRUGATED METAL DECK

- REPLACEMENT ROOFING SYSTEM OVER CONCRETE DECK**
- GRANULATED CAP SHEET (HEAT APPLIED)
 - BASE SHEET (ADHERED IN ASPHALT)
 - 2-PLY MEMBRANE FLASHINGS (BASE=SELF ADHERED + CAP=HEAT APPLIED)
 - COVER BOARD (ADHERED IN ASPHALT)
 - TAPERED POLYISO WHERE SHOWN (ADHERED IN LOW-RISE FOAM)
 - 1.5" POLYISO INSUL. (ADHERED IN ASPHALT)
 - 1.5" POLYISO INSUL. (ADHERED IN LOW-RISE FOAM)
 - VAPOUR RETARDER (SELF ADHERING)
 - EX. PRE-CAST CONCRETE DECK

DRAWING PACKAGE

- R1 - GENERAL ARRANGEMENT, NOTES & LEGENDS
R2 - AREA '1' ROOFING PLAN
R3 - AREA '2' ROOFING PLAN
R4 - AREA '3' ROOFING PLAN
R5 - SECTION & DETAILS
R6 - SECTION & DETAILS



DRAWING: General Arrangement Wind Diagram General Conditions
R1

SCALE: noted FORM SIZE: 36x24
PLOT SCALE: 1:13106
PROJECT: 1810106-R1
DRAWING #: 1810106-R1-R4
CAD FILE: 1810106-R1-R4
DRAWN: mfc DATE: June 2018
DESIGNED: mfc DATE: July 2018
CHECKED: mm DATE: Aug 2018

ABBREVIATIONS

ABV	ABOVE
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AVB	AIR/VAPOUR BARRIER
BD	BOARD
BUR	BUILT-UP ROOFING
CL.	CLEAR
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
COV	COVER
CTRS	CENTRES
c/w	CORNER WITH
DWGS	DEEP
DRAWINGS	DRAWINGS
ELEV/EL	ELEVATION
EPDM	ETHYLENE PROPYLENE
	DIENE MONOMER (RUBBER)
EX.	EXISTING
FND	FOUNDATION
FLR	FLOOR
Ga.	GAUGE
HORZ	HORIZONTAL
HT.	HEIGHT
HVAC	HEATING, VENTILATION, AIR-CONDITIONING
INT	INTERIOR
Lg.	LONG
m ²	SQUARE METERS
MATL	MATERIAL
MECH	MECHANICAL/MECHANICALLY
MOD-BIT	MODIFIED BITUMEN
MTL	METAL
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OP./OPEN	OPENING
OSB	ORIENTED STRAND BOARD
PLYMD	PLYWOOD
PRE-ENG	PRE ENGINEERED PRODUCT
PP	PITCH POCKET
PT	PRESSURE TREATED
PTS	POINTS
RD	ROOF DRAIN
REINF	REINFORCED
REQ'D	REQUIRED
RTU	ROOF TOP UNIT
RWL	RAIN WATER LEADER
SA	SELF-ADHERED
SM	SIMILAR
sf	SQUARE FEET
SPM	SINGLE PLY MEMBRANE
STL	STEEL
S.STL	STAINLESS STEEL
S.V.	SITE VERIFY
T/	TOP OF
THK	THICK
TYP	TYPICAL
U/	UNDERSIDE OF
UDO	UNLESS DIMENSIONED OTHERWISE
UNO	UNLESS NOTED OTHERWISE
VR	VAPOUR RETARDER
WB	WEATHER BARRIER
WD/MOTH	WIDE/MOTH
WP	WATERPROOFING
w/	WITH
~	APPROXIMATE

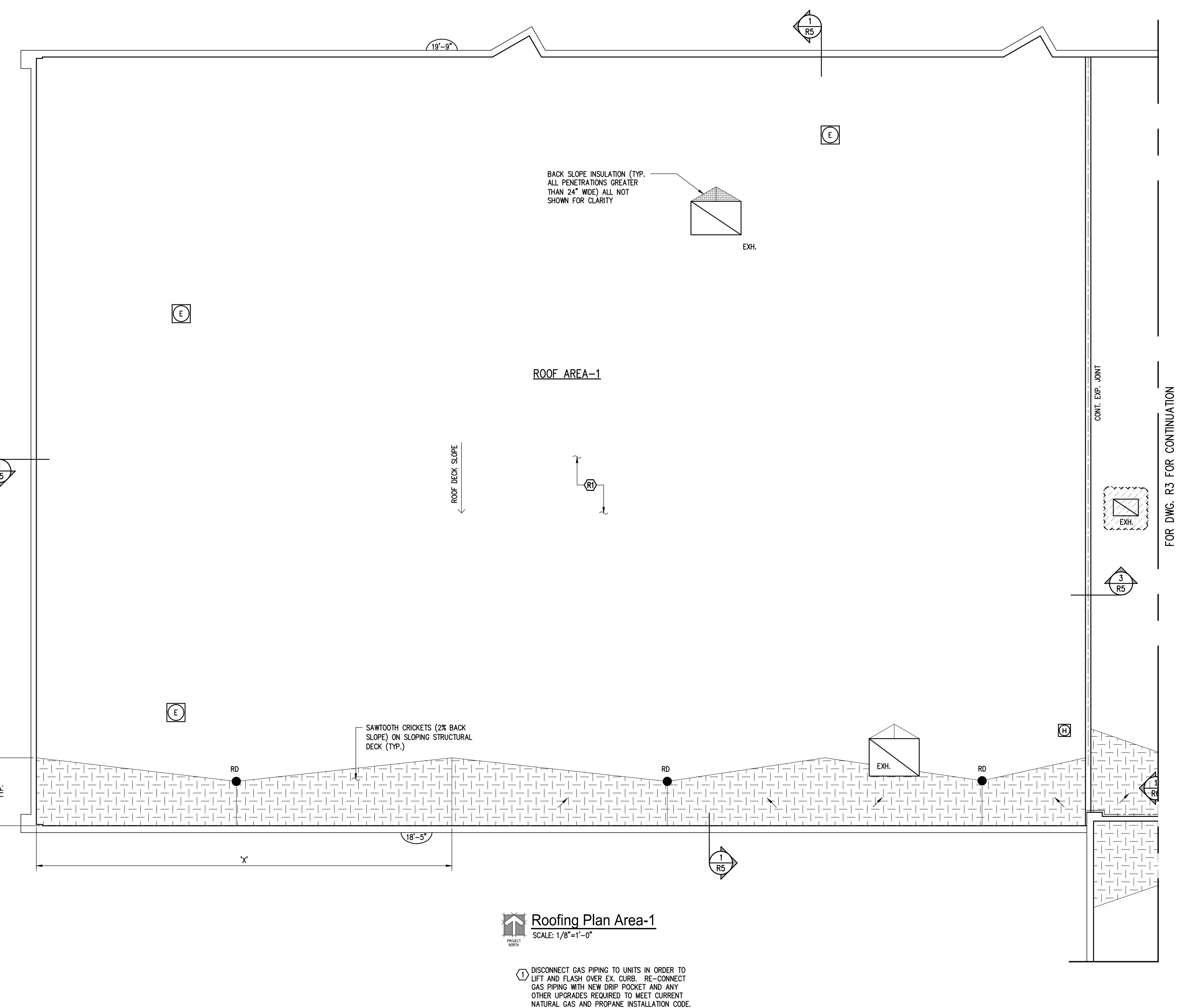
GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE 2012 PROVINCIAL BUILDING CODE (LATEST VERSION), ALL LOCAL CODES HAVING JURISDICTION AND REGULATIONS FOR CONSTRUCTION PROJECTS. ANY DISCREPANCIES SHALL BE GOVERNED BY THE MORE STRINGENT REQUIREMENTS.
- ROOFING CONTRACTOR IS TO EXAMINE UNDERSIDE OF METAL DECK FOR ANY CONDUIT OR PIPE WHICH COULD BE DAMAGED DUE TO INSTALLATION OF FASTENERS. ADJUST FASTENER LOCATION/PATTERN TO AVOID DAMAGE TO SUCH EXISTING SERVICES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY FASTENER INSULATION.
- CONTRACTOR TO VERIFY ALL DIMENSIONS, INVESTIGATE DETAILS ON ROOF FOR EXISTING CONDITIONS AND REVIEW/COORDINATE SITE ACCESS.
- ROOFING CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL MEANS AND METHODS AS THEY RELATE TO SAFETY. THEY SHALL COMPLY WITH ALL APPLICABLE LOCAL REGULATIONS AND THE OCCUPATIONAL HEALTH AND SAFETY ACT.
- ROOF SURFACE TO REMAIN WATER TIGHT AT ALL TIMES. PROVIDE DAMMING OF STEEL FLUTES TO PREVENT MIGRATION OF WATER BELOW AREAS OF ANY ROOFING. REPAIR DAMAGE TO EXISTING ROOFING DURING CONSTRUCTION AND PROVIDE TEMPORARY WATER-TIGHT TIE-INS AS REQUIRED.
- PROTECT ALL ROOFING MATERIALS FROM THE ENVIRONMENT. STORE AND HANDLE ROOFING SHEETS IN A DRY, WELL-VENTILATED, WEATHER-TIGHT PLACE. STORE ALL ROOFING MATERIALS ON RAISED SURFACE (IE. SLEEPERS). STAND ALL ROLL MATERIALS (<4' TALL) ON END. COVER ROLL GOODS WITH A CANVAS TARPANUL OR OTHER BREATHABLE MATERIAL (NOT POLYETHYLENE).
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL MATERIAL AND EQUIPMENT ON THE JOB SITE. IF ANY MATERIAL OR EQUIPMENT IS STORED ON THE ROOF, THE CONTRACTOR MUST MAKE SURE THAT THE INTEGRITY OF THE DECK AND ROOF STRUCTURE IS NOT COMPROMISED AT ANY TIME.
- DO NOT APPLY ROOFING INSULATION OR MEMBRANE ON WET OR DAMP SUBSTRATES. EXISTING DECK AND FLUTES TO BE REASONABLY CLEANED/POWER SWEEP PRIOR TO INSULATION OF NEW ROOF ASSEMBLY.
- ALL WORK TO BE COMPLETED TO A LEVEL OF ACCEPTANCE AS DETAILED ON THESE DRAWINGS. IF A CONDITION HAS NOT BEEN DETAILED, THE WORK SHALL BE COMPLETED TO A LEVEL DEEMED ACCEPTABLE BY THE CONSULTANT AND THE MANUFACTURER'S TECHNICAL REPRESENTATIVE.
- ALL WOOD FRAMING (PLYWOOD AND BLOCKING) TO BE INSTALLED TO RESIST 300lbs. FORCE IN ANY DIRECTION.
- ALL ROOFING WORK TO BE DONE IN COORDINATION WITH REQUIRED MECHANICAL & ELECTRICAL SUB-TRADES. COORDINATE ANY REMOVAL AND REINSTALLATION OF WORK REQUIRED WITH OTHER TRADES TO PROVIDE A CONTINUOUS ROOFING MEMBRANE. COORDINATE ANY DOWNTIME (WITH THE OCCUPANT AND CONSULTANT) 24HRS. PRIOR TO ANY DISRUPTION.
- SHOULD WATER/MOISTURE ENTER INTO THE ROOFING ASSEMBLY (IE. BY A LEAK) ALL DAMP/WET COMPONENTS SHALL BE REPLACED IN ADDITION TO REPAIRING THE ORIGINAL LEAK. THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REQUEST AN INFRA-RED SCAN OF THE AREAS WHERE LEAKS HAVE DEVELOPED TO ENSURE ALL WET/DAMP COMPONENTS HAVE BEEN REPLACED.
- USE PRE-FABRICATED FLASHING ACCESSORIES WHERE POSSIBLE. SITE FABRICATED MEMBRANE FLASHINGS WILL ONLY BE ACCEPTED WHERE PRE-FABRICATED ACCESSORIES ARE NOT FABRICATED OR SUITABLE FOR.
- ALL COLOUR SCHEMES TO MATCH THE EXISTING UNLESS NOTED OTHERWISE. VERIFY WITH CONSULTANT PRIOR TO ORDERING ANY PRE-FINISHED MATERIAL.

TYPICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	REMARKS
	MTL CAP FLASHINGS AT PERIMETER	PROVIDE MISC. SHAPES AND TIE-INS AS REQUIRED. SEE DETAIL 1/R5 & AREA SPECIFIC PERIMETER DETAILS
	CONT. EXP. JOINT	CONTINUOUS EXPANSION JOINT SEE DETAIL 3/R5
	RD	AREA ROOF DRAIN SEE DETAIL 4/R5
	SL	SKYLIGHT SEE DETAIL 5/R5 (SEE SPEC.)
	EXH	LARGE ROOF VENT RAISE ALL UNITS (IF REQUIRED) TO ACHIEVE A MINIMUM 5" HT. FROM TOP OF CURB TO ROOFING LEVEL (TYP.) SEE SECTION 7/R5.
	CONCRETE PAVERS	SEE PLAN FOR LOCATIONS
	GAS LINE	SEE TABLE THIS DWG. FOR SUPPORT SPACING. SEE DETAIL 6/R5. PROVIDE NEW COAT OF PAINT TO ALL PIPING USING SAFETY YELLOW.
	TAPERED INSULATION (TYP. AROUND PERIMETER & WHERE NOTED)	MIN. 2% BACK SLOPE (AGAINST SLOPING STRUCTURE) TO AREA DRAINS & ON BACKSIDE OF PROJECTIONS >2". SEE PLAN FOR LOCATIONS.
	RTU	ROOF TOP UNIT LIFT UNIT AND RUN MEMBRANE FLASHING OVER (TYP.)
	ROOF ACCESS LADDERS	SEE DWG. R6 FOR NEW ACCESS STAIR & LADDER DETAILS. RE-PAINT ALL EXISTING LADDERS & PROVIDE A STRIP OF ANTI-SLIP TAPE ON ALL TOP RUNGS (TYP.)
	TAPERED INSULATION	REFER TO PLANS FOR LOCATIONS
	EXH.	SEE DETAIL 8/R5 FOR FURTHER INFORMATION.
	X-X'	UNDERSIDE OF DECK ELEVATION
	Penetration to be removed and deck filled in	SEE DETAIL 9/R6 FOR FURTHER INFORMATION.

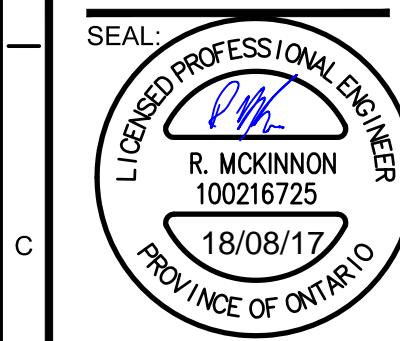
SITE VERIFY ALL SIZES OF DRAINS, FLASHINGS ETC. REQUIRED PRIOR TO PLACEMENT OF MATERIAL ORDER (TYP.).



LEGEND & GENERAL NOTES
Roofing Plan Area-1

CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Huron Street
Sault Ste Marie, ON

SCALE:	1/8"	PILOT SCALE:	1/8"	FORM SIZE:	36x24
PROJECT:	18106	DRAWING #:	18106-R1-R4	CAD FILE:	18106-R1
DRAWN:	mic	DATE:	June 2018	DESIGNED:	mic
CHECKED:	mic	DATE:	July 2018	APPROVED:	mic
REVIEWED:	mic	DATE:	20 AUG 2018		



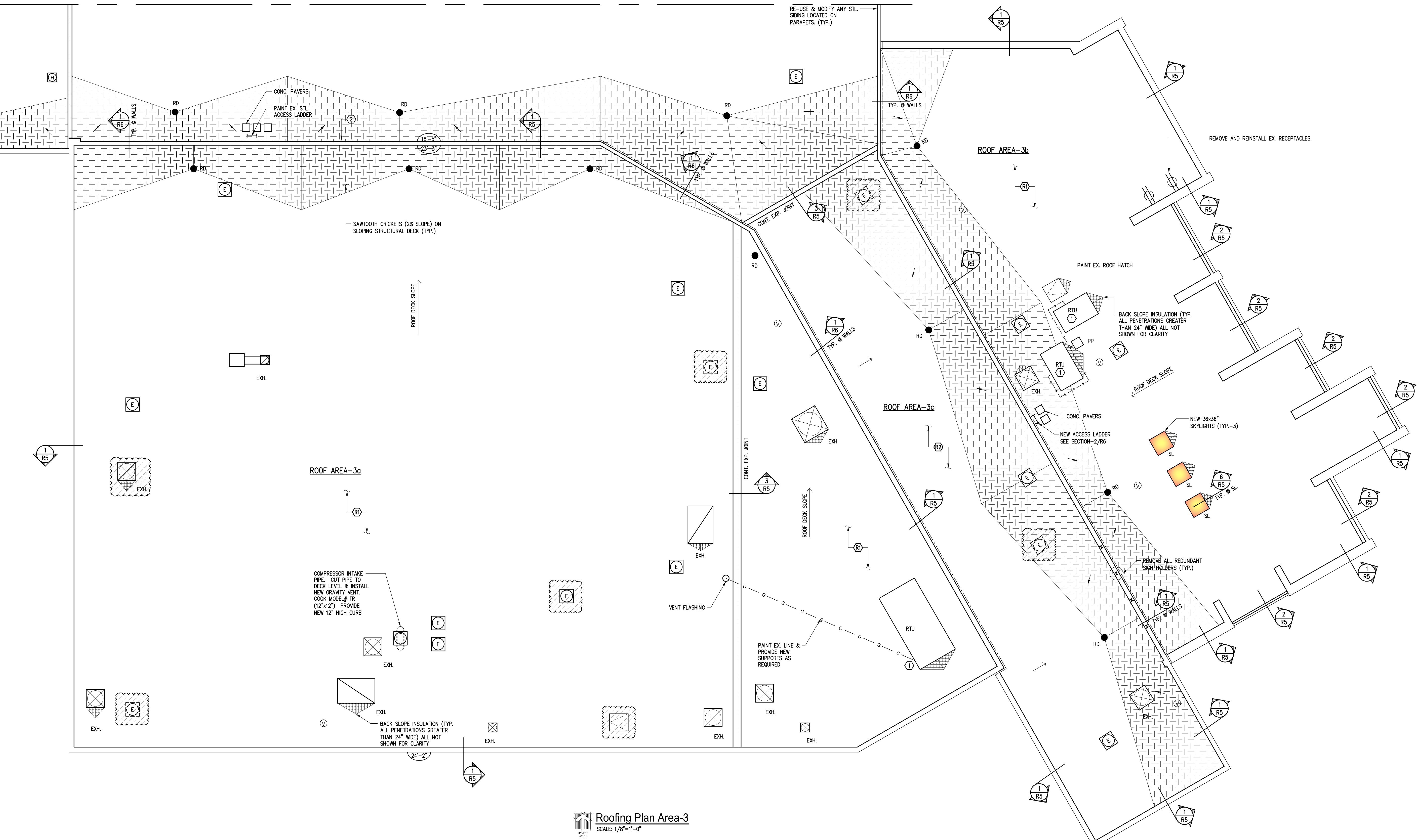
SEAL:
LICENSED PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO
18/08/17

STEM
ENGINEERING GROUP
SEAL:

R2

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16

FOR DWG. R3 FOR CONTINUATION



Roofing Plan Area-3

SCALE: 1/8"=1'-0"

DISCONNECT GAS PIPING TO UNITS IN ORDER TO REMOVE AND REPLACE SIDEWALL. RECONNECT GAS PIPE WITH NEW Drip POCKET AND ANY OTHER UPDATES REQUIRED TO MEET CURRENT NATURAL GAS AND PROPANE INSTALLATION CODE.

REMOVE EX. STL. SIDING AND SALVAGE. APPLY NEW WATERPROOFING AS SHOWN ON SECTION AND RE-INSTALL EX. SIDING. MODIFY HEIGHT AS REQUIRED TO SUIT NEW ROOFING ELEVATIONS. (TYP. ENTIRE LENGTH OF LOW-HIGH WALLS).

CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Huron Street
Sault Ste Marie, ON

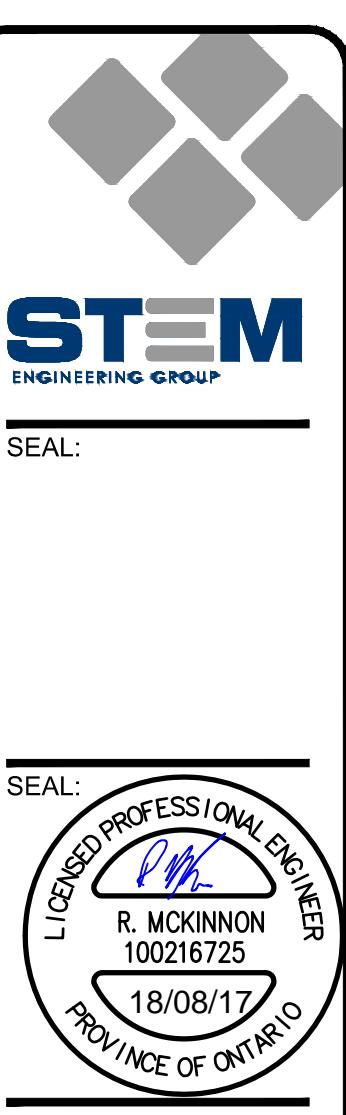
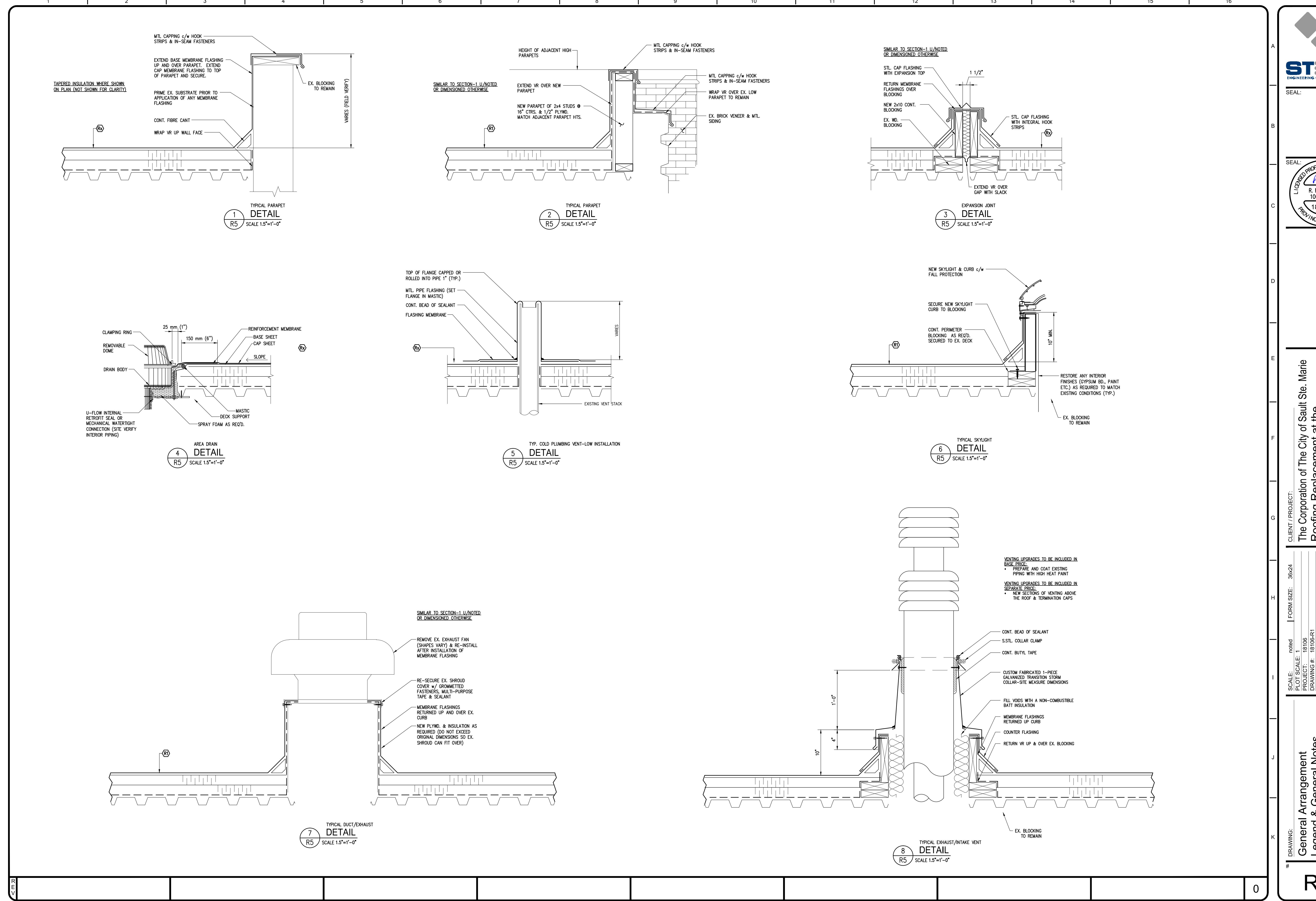
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PROJECT #:	18106	DRAWING #:	18106-R1-R4	CAD FILE #:	18106-R1-R4	DATE:	June 2018
DRAWN:	mic	DESIGNED:	mic	DATE:	July 2018	CHECKED:	mm
							DATE: 20 AUG. 2018

DRAWING:
Roofing Plan Area-3

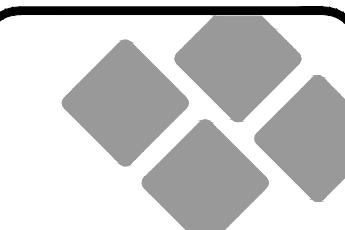
R4

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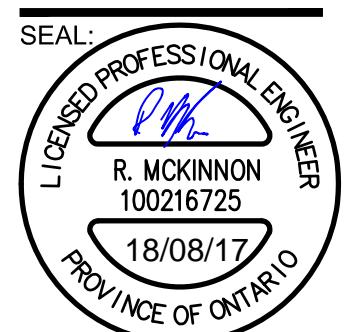


CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Huron Street
Sault Ste Marie, ON



STEM
ENGINEERING GROUP

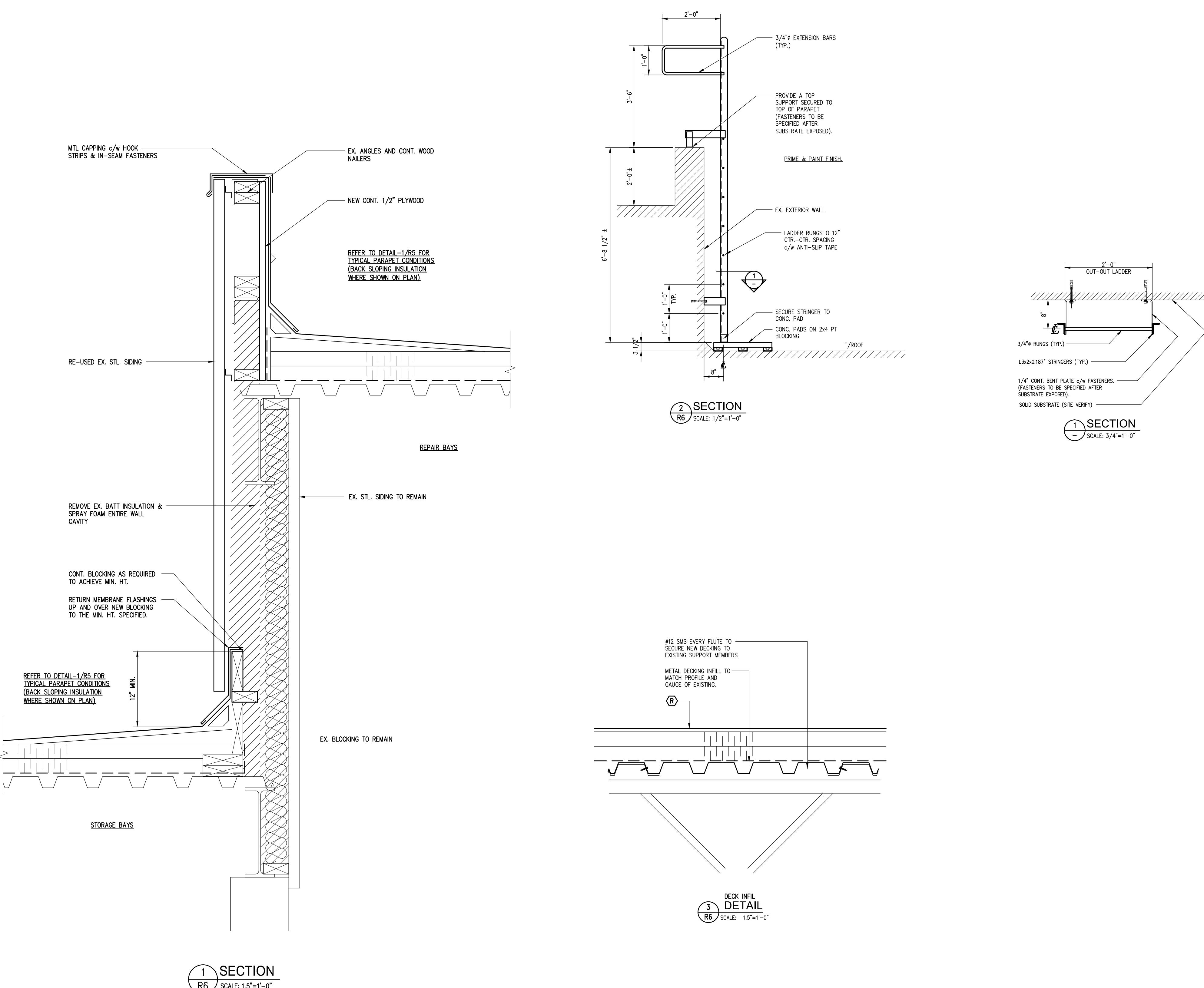
SEAL:



CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Huron Street
Sault Ste Marie, ON

SCALE: noted PLOT SCALE: 1:100
PROJECT: 18106 DRAWING #: 18106-R1-R4
CAD FILE: 18106-R1-R4 DATE: June 2018
DRAWN: mic DESIGNED: mic CHECKED: rm DATE: July 2018
DATE: 20 AUG. 2018

DRAWING:
R6 Sections & Details



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-192

PARKING: (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE “A” TO BY-LAW 93-165 REPEALED

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. EFFECTIVE DATE

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

PASSED in open Council this 24th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK - RACHEL TYCZINSKI

tj

SCHEDULE "A"

Sam Piraino	3
David Etchells	51
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102
Timothy Lanthier	103
Brian Ford	104
David Hopkinson	105

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-193

AGREEMENT: (C3.52) A by-law to authorize the execution of the Agreement between the City and Jody Wilson, carrying on business as Icebreakers Sports Bar and Grill for rent abatement until the successful proponent obtains a new liquor licence and the restaurant is opened.

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 September 24, 2018 between the City and Jody Wilson, Carrying on Business as Icebreakers Sports Bar and Grill, a copy of which is attached as Schedule "A" hereto. This Agreement is for rent abatement until the successful proponent obtains a new liquor licence and the restaurant is opened.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Amending Lease is made effective the 24th day of September, 2018 (the "Amending Lease").

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter the "Landlord")

– and –

**JODY WILSON, CARRYING ON BUSINESS AS
ICEBREAKERS SPORTS BAR AND GRILL**

(hereinafter the "Tenant")

WHEREAS the Landlord and the Tenant entered into a Lease dated September 1st, 2018 (the "Lease");

AND WHEREAS Subsection 12 b) of the aforesaid Lease permits the Lease to be modified by written agreement signed by the parties hereto;

AND WHEREAS the parties hereto wish to make certain amendments to the Lease in accordance with the provisions set forth below;

NOW THEREFORE THIS AMENDING LEASE WITNESSETH that in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Subsection 3 a) be removed and read as follows:

The Tenant shall pay the Landlord rent consisting of:

\$4,000.00 plus HST per month from September to April during the above Term; and,

\$2,000.00 plus HST per month from May to August during the above Term.

At the sole discretion of the Director, the above rent and property taxes may be subject to abatements up to the entire monthly amount, or, any amount of the rent applied to as leasehold improvements until the Tenant secures a liquor licence from the Alcohol and Gaming Commission of Ontario (hereinafter: "AGCO"), or completes renovation in conjunction with said licence. Wherein the requirements herein are satisfied per the Directors sole discretion, rent shall resume as set out in this section and be pro-rated only where perceived necessary by the Director.

2. Subsection 5 e) be removed and read as follows: It is the responsibility of the Tenant to apply for and satisfy all the requirements of the AGCO and to obtain any required liquor licence. The Tenant agrees to transfer its liquor licence to any proponent following the end of this Agreement. The Tenant further acknowledges and agrees that the Director, or a designate, has permission, at any time, to contact the AGCO and request any and all particulars as they pertain to the Tenants standing with the AGCO, including, but not limited to, the Tenants

personal information, liquor licence application status, and any liquor licence. Should any material fact or information as it pertains to the Tenants AGCO liquor licence be found to be misleading, cause for delay, or any other concern as perceived by the Director, this agreement can be terminated forthwith by the Landlord without notice.

3. This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties have executed this Amending Lease effective as of the date first above written.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE
We have the authority to bind the corporation.

ICEBREAKERS SPORTS BAR & GRILL

JODY WILSON
O/A ICEBREAKERS SPORTS BAR & GRILL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-194

AGREEMENT: (S3) A by-law to designate 137 East Street as a Municipal Capital Facility for the purpose of providing affordable housing.

WHEREAS Section 110 of the *Municipal Act, 2001*, S.O. c. 25 as amended authorizes Municipalities to enter into agreements for the provision of Municipal Capital Facilities;

AND WHEREAS the *Municipal Act, 2001*, S.O. c. 25 as amended authorizes municipal housing facilities to be Municipal Capital Facilities;

AND WHEREAS By-law 2009-143 establishes a municipal housing facility as a Municipal Capital Facility;

AND WHEREAS the District of Sault Ste. Marie Social Services Administration Board entered into an agreement with Sault Ste. Marie Housing Corporation on December 5, 2016 to provide for affordable housing;

AND WHEREAS Sault Ste. Marie Housing Corporation is the registered owner of 137 East Street;

AND WHEREAS Sault Ste. Marie Housing Corporation agrees to provide affordable housing at 137 East Street in accordance with the conditions set out in its agreement with the District of Sault Ste. Marie Social Services Administration Board dated December 5, 2016;

AND WHEREAS the property tax reduction will be effective December 8, 2017;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. 137 EAST STREET

The property located at 137 East Street, Sault Ste. Marie, Ontario legally described as PIN 31541-0006 (LT) LT 13-14 PL 633 ST. MARY'S; PT LT 12 PL 633 ST. MARY'S AS IN T360940; SAULT STE. MARIE is hereby deemed by the Council of the City of Sault Ste. Marie under the provisions of section 110 of the *Municipal Act, 2001*, S.O. 2001 c. 25 as amended, as a Municipal Capital Facility.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-195

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of the Amendment to Conditional Contribution Agreement, dated September 6, 2018 between the City and Northern Ontario Heritage Fund Corporation (“NOHFC”) for the Sault Ste. Marie Harbour Improvement Project.

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 Amendment to Conditional Contribution Agreement dated September 6, 2018 between the City and Northern Ontario Heritage Fund Corporation (“NOHFC”) for the Sault Ste. Marie Harbour Improvement Project, a copy of which is attached as Schedule “A” hereto.

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 24th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-197

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for engineering services for the design and contract administration of the Leo Avenue project which is planned for 2019.

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 September 24, 2018, between the City WSP Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the design and contract administration of the Leo Avenue project which is planned for 2019.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

2017



Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)



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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 24 day of September A. D. 2018

-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)

Reconstruction of Leo Avenue

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

1. 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.

2. Services -

3. RFP -

4. Addenda –

5. 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 Article 3.2.

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 \$ 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

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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.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- 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 TO BE PROVIDED

- 2.01 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.
- 2.02 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

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

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:

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 \$ 236,475 plus applicable taxes made up as follows:

- (i) \$ 236,475 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 13th Day of September, 2018

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 24th Day of September, 2018

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	Deputy CAO and City Clerk

ARTICLE 5 – ATTACHMENTS

- 1. Supplementary Conditions*
- 2. Request for Proposal*
- 3. Proposal Submission Documents*

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Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following;

“

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. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

“

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following;

“

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. 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.

“



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

Request for Proposal

Engineering Services – Reconstruction of Leo Avenue – Queen Street East to Victoria Avenue

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 Leo Avenue from Queen Street East to Victoria Avenue.

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 – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

Date: Thursday, August 2, 2018 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 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.

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; **(35 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. **(25 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. 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 18, 2018
- (B) Submission of Proposal: August 2, 2018
- (C) Recommendation of Award: August 13, 2018
- (D) Signing of Agreement: August 14, 2018 (pending Council approval)

(E) Commencement of Services: August 14, 2018

(F) Construction Commencement: Spring 2019

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 Leo Avenue from Queen Street East to Victoria Avenue.

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 request existing as-constructed drawings and records from the City Engineering Division.

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:

- 2 Design Meetings with City staff
- 1 Public Information Session
- Contract/ tender preparation
- Contract administration
- Resident site inspection

Project Scope and Time-Frame

The project will be tendered in March of 2019 with construction completed by November 2019 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement approval by Council in September 2018.

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

RECONSTRUCTION OF LEO AVENUE
(Queen to Victoria)



Victoria

**PROJECT
LIMITS**

LEO AVENUE

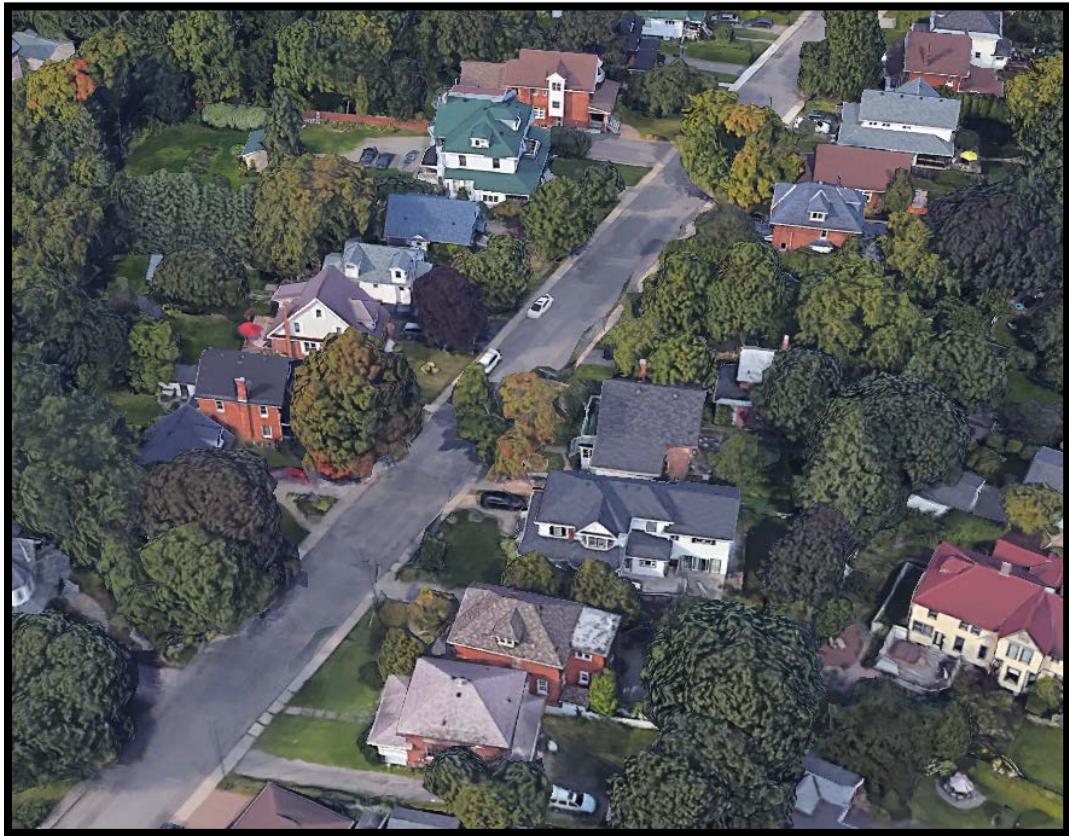
Queen

Upton

0 20 40 60 80 100 Meters

RECONSTRUCTION OF LEO AVENUE FROM QUEEN STREET EAST TO VICTORIA AVENUE ENGINEERING SERVICES

SERVICE PROPOSAL



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

T: +1 705 942-2070
F: +1 705 942-3532
wsp.com



August 2, 2018

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: Reconstruction of Leo Avenue from Queen Street East to Victoria Avenue

Thank you for the opportunity for WSP Canada Inc. (WSP) to submit four (4) hardcopies of our response to perform the Design and Contract Administration Services required for the completion of the Reconstruction of Leo Avenue from Queen Street East to Victoria Avenue.

Our proposal has been prepared in response to The City of Sault Ste. Marie's (the City) RFP, and addresses our understanding of the City's objectives for the project and our Work Plan and Project Understanding.

WSP has the capacity to deliver the full scope of the proposed project indicated in the RFP from our Sault Ste. Marie office. We will be able to assign dedicated staff to ensure this project is delivered in accordance with the City's quality and schedule expectations.

I confirm that the Signee is authorized to bind WSP Canada Inc. to the contents of the Proposal, including pricing.

We trust our submission meets with your approval and we look forward to the opportunity to work with the City on this project. If you have any questions regarding our submission or services, please do not hesitate to contact the undersigned at 705-942-2070.

Respectfully submitted,

David Spacek, P.Eng., PMP
Manager of Municipal Infrastructure - Northern Ontario

Encl.
WSP ref.: 1862639

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

T +1 705 942-2070
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wsp.com

1 TEAM EXPERTISE

1.1 PROPOSED TEAM

DAVID SPACEK, P.ENG. – QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Mr. Spacek has over 20 years' experience in civil and structural engineering. He is fully versed in the linear municipal servicing, structural, and roadway work required for this Project. He will serve as QA/QC on all submittals for this Project.

MONTE LUCAS – PROJECT MANAGER/LEADER DESIGN ENGINEER

Monte Lucas is a Senior Project Manager with more than 40 years of experience in the Civil Engineering field. He has solid project management skills complemented by high quality work standards.

Mr. Lucas is proficient in managing details with the ability to plan and schedule, analyse needs and priorities and carry out responsibilities in an independent manner. His innovative approach to problem solving enables the pro-active development of efficient solutions to challenges in a variety of work environments. Mr. Lucas is quietly assertive with solid communication and interpersonal skills.

Mr. Lucas has a broad experience in municipal infrastructure, private water distribution, land development, transportation and building infrastructure.

TASHA PILON, CET – TECHNICAL SUPPORT/DRAFTING LEAD

Ms. Pilon is a Civil Engineering Technologist with over 9 years' experience in the fields of linear infrastructure, surveying, and detailed drafting. Ms. Pilon has played a key role in the development of AutoCAD Standards in WSP's Ontario Infrastructure division through her support on various Committees. Furthermore, Ms. Pilon has a wide range experience in the field of watermain replacements, and road reconstruction. She often provides design support services under the supervision of the Project Engineer. Ms. Pilon often contributes to various phases of the Project such as topographical surveys, creation of AutoCAD drawings, and detailed design drafting.

NICK LA POSTA, P.ENG. – GEOTECHNICAL ENGINEER

The proposed lead for the geotechnical investigation is Nick La Posta. Mr. La Posta is a senior Geotechnical Engineer 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 and municipal servicing projects from conception through investigation and detailed design.

DON STRAIN, CET - CONSTRUCTION ADMINISTRATOR/SITE INSPECTOR

Mr. Strain is a Certified Civil Engineering Technologist with 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 service requirements. Mr. Strain has represented WSP on various Projects for the City of Sault Ste. Marie.

ROBERT ST. AMOUR – BACKUP SITE INSPECTOR/CONTRACT ADMINISTRATOR

Robert St. Amour is a Senior Engineering Technician with over 40 years of experience in the Municipal Infrastructure Field. He has extensive training in various Health and Safety, Civil Design, and Asphalt and concrete courses.

Mr. St. Amour has worked with various municipalities, towns, cities, and has a great deal of experience in working with the Ministry of Transportation of Ontario. He provides Contract Administration, acts as a Site Representative, provides site inspection services, and provides the layout and supervision of various projects that include road, sewer, and watermain construction; water boosting pumping stations, sanitary and stormwater drains, highway, bridge and major culvert construction. He also has extensive knowledge and experience in performing environmental site assessments. He has also performed design work for various Civil projects.

1.2 EXPERIENCE/QUALIFICATIONS

Table 1.1 lists a sample of the relevant projects completed by WSP including contact information. The proposed team members identified above have been involved with some or all of the projects below.

Table 1.1 Project Experience

BUS RAPID TRANSIT (BRT) TUNNEL	
LOCATION London, Ontario	WSP is currently providing civil engineering design services for the construction of a new Bus Rapid Transit (BRT) tunnel along Richmond Street in London Ontario. The BRT Culvert will be constructed from pre-cast concrete box sections.
CITY ROAD RECONSTRUCTION - VARIOUS	
CLIENT City of London	The WSP Sault Ste. Marie office's services include the design of inverted gravity sewer siphons at three (3) locations where the existing city services intersect the proposed BRT tunnel. WSP is conducting extensive hydrologic computer modelling for the design of the inverted sewer siphons.
PROJECT VALUE \$300 million	Services include : BRT Tunnel Alignment, Design of Inverted Gravity Sewer Siphons, Review of Existing Conflicted Services
STATUS In Progress	Features include: Infrastructure Renewal, Public Transit, Urban Commercial Roadway
CONTACT Edward Soldo, P.Eng. Director, Road and Transportation City of London (519) 661-2500 x 4936	
LOCATION Sault Ste. Marie, Ontario	WSP provided civil engineering design and contract administration services for the reconstruction of numerous roads in Sault Ste. Marie. The most current projects include Coulson Ave., Manor Rd, Upton Rd., and Forest Avenue, with Bruce Street currently in construction.
CLIENT City of Sault Ste. Marie	Services provided included the detailed design and construction supervision of underground utilities, roadway, drainage, stormwater management, sanitary sewers, and watermains.
PROJECT VALUE Varies	It also included the auguring of steel liner pipes for the watermain, sanitary sewer, and storm sewer under a Huron Central Railway.
STATUS Completed / on-going	Services include: Site Services Design (Water, Sanitary, and Storm), Roadway Design, Plans and Specifications, Construction Administration, Public Information Meetings, and Complete Restoration.
CONTACT Carl Rumiel, P.Eng. Design and Construction Engineer Department of Engineering and Planning Corporation of the City of Sault Ste. Marie (705) 759-5379	Features include: Infrastructure Renewal, Urban Residential Roadway, and Enhancement of Residential Neighbourhood.

MASSEY WATERMAIN REPLACEMENT

LOCATION

Massey, ON

CLIENT

The Corporation of the Township of Sables-Spanish Rivers

PROJECT VALUE

\$2 Million

STATUS

Ongoing

CONTACT

Kim Sloss
Clerk/Administrator
Massey, ON
(705) 865-2646

WSP is currently providing civil engineering design services for the reconstruction of Front Street in Massey Ontario

The Scope of Work for this Assignment is as follows:

- Design of Watermain Infrastructure;
- Replacement of Asphalt;
- Replacement of Concrete Curb and Sidewalk; and,
- General Drainage Improvements.

2 DETAILED PROPOSED WORK PROGRAM

2.1 PROJECT UNDERSTANDING

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

Engineering services required for this project include the design, contract administration and field inspection of a municipal road including the associated underground services.

It is understood 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. It is understood the detailed total station survey will be completed by a City survey crew.

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.

The design is to incorporate engineering principles to re-design a municipal road that meets current City standards.

Communications - Meetings, Workshops and Public Information Centres

The minimum is expected to be:

- 2 Design Meetings with City staff;
- 1 Public Information Session;
- Contract/ tender preparation;
- Contract administration; and,
- Resident site inspection.

Project Scope and Time-Frame

The project will be tendered in March of 2019 with construction completed by November 2019 pending Council approval of the capital construction plan. We will be able to start immediately following an agreement approval by Council in September 2018.

PROJECT DELIVERABLES

The project deliverables will include:

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

2.2 PROJECT INITIATION & DATA COLLECTION

Immediately following the award of the project to WSP, a project initiation meeting will be held with the City, PUC, and the Sault Ste. Marie Regional Conservation Authority (SSMRCA). The Project Manager and Design Team will attend to discuss the Project in full and to review the project schedule and specific requirements of the work. At this meeting, WSP will collect all the existing information available for this Project from the City.

TOPOGRAPHICAL SURVEYS

WSP will review the topographical survey information provided by the City. Any additional surveying required for detailed design will be completed by WSP.

GEOTECHNICAL INVESTIGATION

WSP will complete a Geotechnical Investigation at critical locations within the Project Limits. Three (3) boreholes would be equally spaced and advanced to a depth of 5.0 m below ground level. Retained soil samples from the Geotechnical Investigation will be reviewed by the Geotechnical Engineer and select samples would be submitted for laboratory testing. A detailed Geotechnical Report will be submitted outlining subsurface findings and recommendations related to the proposed roadway, including site preparation, excavation requirements and groundwater control, recommendations for frost protection, and evaluation of excavated materials for suitability of reuse as general fill. The Report will include borehole logs, photos, and test results.

2.3 DESIGN APPROACH

MUNICIPAL SERVICES DESIGN

WSP has allowed for the design of the replacement of these services as required. The detailed review of as-built drawings will further identify the affected services.

WSP will complete the necessary design of the new municipal services in accordance with the Ministry of Environment and Climate Change (MOECC) and the City of Sault Ste. Marie design guidelines. All new works will be modelled in AutoCAD Civil 3D to ensure interferences between services and structures are identified and considered in the design process.

ROAD DESIGN AND UTILITIES

WSP's design will reinstate all existing access while considering long term performance of the surface as well as reviewing positive drainage.

In addition to the road profile, WSP will also consult with local utilities (Union Gas, Bell, Shaw, PUC) to coordinate any potential service relocations.

PRELIMINARY DESIGN REPORT

Once all the design parameters are established, WSP will prepare a Preliminary Design Report for review and acceptance by the City. This Report will outline the design assumptions and summarize the preliminary engineering calculations for the sewer and watermain sizing. Once the Preliminary Design Report has been reviewed and approved, WSP will move into the Detailed Design phase of the Project.

PUBLIC INFORMATION CENTRE

Once the design concept has been solidified, WSP will hold a Public Information Centre (PIC) at City Hall. This will be useful in sharing the project with the affected residents, and provide us with the opportunity to identify any concerns brought forward that may be considered during the detailed design phase of the Project.

DETAILED DESIGN

Plan and Profile drawings, as well as construction details will indicate all the new Works, including the sanitary sewers, storm sewers, catch-basins, manholes, watermains, depths, grades, valves, fire hydrants, and other utilities. The design will meet all the requirements of the Ministry of the Environment and Climate Change (MOECC), Ontario Provincial Standards, City Standards, and current Best Practices.

WSP will provide construction cost estimates at each drawing submission to the City during the design development stage.

PREPARATION OF DRAWINGS & SPECIFICATIONS

The development of drawings and specifications to detail the requirement of materials and specifications for construction will be created. As the design progresses, meetings at the 33%, 66% and 99% completion stages will be convened. QA/QC reviews will be conducted internally at each submission stage. Following the review 99% design and the receipt of comments, the final Tender Documents will be compiled.

All drawings will be completed to the City Drafting Standards using AutoCAD Civil 3D.

ENVIRONMENTAL COMPLIANCE APPROVALS

WSP will prepare the necessary Forms and Schedules as required for Ministry of Environment and Climate Change (MOECC) approvals under the Transfer of Review.

TENDER & TENDER REPORT

Following the submission of the final drawings and after instruction from the City, a public tendering process will commence. WSP personnel will be available to discuss any questions that may be raised during the Tendering Period from potential Bidders. If necessary, the appropriate Addenda will be issued if clarifications are required.

Following the close of Tenders, a Tender Report to Mayor and Council will be provided with a recommendation following our review of the Tenders received.

CONTRACT ADMINISTRATION & INSPECTION SERVICES

WSP will provide Contract Administration and inspections of the Work for the project. Specific duties will include:

- Full-time inspections during construction (construction period of 28 weeks assumed);
- Review of shop drawings submitted by the Contractor;
- Prepare weekly inspection reports and daily logs;
- Monitor progress of the Contractor;
- Provide a liaison between the Contractor and the City, and affected neighbours;
- Prepare change orders and payment certificates; and,
- Collect and document “As-Constructed” information.

3 PROJECT SCHEDULE

The Table below summarizes the proposed Project Milestones. A detailed GANTT Chart has been appended to this Document outlining the detailed design methodology and progress.

PROJECT MILESTONES

Project Kick-off Meeting	Week of August 20 th , 2018
Completion of Geotechnical Investigation	Week of September 10 th , 2018
Public Information Centre	Week of October 15 th , 2018
Drawings and Specifications – 33% (Prior to Design Meeting #1)	October 15 th , 2018
Drawings and Specifications – 66% (Prior to Design Meeting #2)	December 7 th , 2018
Drawings and Specifications – 99%	January 28 th , 2019
Project out for Tender	March 2019
Contract Administration & Resident Site Inspections	May 2019 to November 2019

4 COST PROPOSAL

The detailed design will be invoiced on a lump sum basis. The total cost is indicated below.

The contract administration is an item of work which is totally dependent on the length of time it takes to construct the work. Full-time inspection has been presented in this proposal. Full-time contract administration would include one (1) inspector for 60 hours per week in attendance. This inspector would be supported by senior staff (office support). The contract administration (CA) will be invoiced on a time and expense basis. For the purpose of providing an estimate of the CA services and inspections, we have assumed that the length of time to complete the construction is twenty-eight (28) weeks.

A breakdown of the engineering fees is appended to this Proposal. The breakdown identifies the staff names, roles, hourly rates, number of hours associated with each task, as well as a total number of hours per staff member. Exclusions to the below fee have also been identified on this breakdown.

The total engineering costs are:

Detailed Design including Geotechnical, & Tendering (Lump Sum)	\$	49,860.00
Tendering and Contract Administration	\$	186,615.00
TOTAL	\$	236,475.00 plus HST

Detailed Project Schedule



Proposal No.: 1862639
Date: Mon 7/30/18 Page 1 of 1
File: 1862639_Project Schedule_20180719.mpp

Task

Milestone

◆

Project Summary

Corporation of the City of Sault Ste. Marie

Reconstruction of Leo Avenue



**Reconstruction of Leo Avenue
Sault Ste. Marie, ON
TIME-TASK MATRIX (TTM)**



		David Spacek [Project Coordinator]	Monte Lucas [Civil Designer]	Marc Pilon [PM - Civil Designer]	Tasha Pilon [Civil Designer]	Don Strain [Site Inspector]	Robert St-Amour [Contract Administrator]	Administrative Support	TOTAL HOURS	Total Task Fees	Disbursements	TOTAL TASK COSTS	
		Hourly Rate	\$170	\$130	\$110	\$85	\$95	\$120	\$65				
1	Design												
1.1	Project Management		16						8	24	\$ 3,240	\$ 400	
1.2	Project Design Kick-off Meeting (Meeting 1)		2	2	2				2	8	\$ 950	\$ -	
1.3	Receive and Review All Existing Information			4		4				8	\$ 860	\$ -	
1.4	Receive and Review All Survey Information			2		6				8	\$ 770	\$ -	
1.5	Prepare Base Drawings			4		60				64	\$ 5,620	\$ -	
1.6	Geotechnical Investigation/Report		2	2						4	\$ 600	\$ 12,000	
1.7	Develop Storm Sewer Design		2	8	2	8				20	\$ 2,280	\$ -	
1.8	Develop Sanitary Design		2	8	2	8				20	\$ 2,280	\$ -	
1.9	Develop Preliminary Design Report		2	4	2				2	14	\$ 1,580	\$ -	
1.10	Present Preliminary Design Report (Meeting 2)		1	1	1					3	\$ 410	\$ -	
1.11	Create and Distribute Public Notices			2		2			2	6	\$ 560	\$ -	
1.12	Finalize Design and Construction Drawings		2	20	2	60	8	8		100	\$ 9,980	\$ -	
1.13	Public Information Session			2	4		4		2	12	\$ 1,330	\$ -	
1.14	Prepare Contract Specifications and Documents				12				8	20	\$ 2,080	\$ -	
1.15	Prepare Construction Estimate		2	4					2	8	\$ 990	\$ -	
1.16	MOECC Environmental Compliance Approval		2	6						8	\$ 1,120	\$ -	
1.17	Final Design Presentation (Meeting 3)		2	2	2				2	8	\$ 950	\$ -	
Total Group Hours		37	85	13	152	8	10	30	335				
Total Group Costs		\$ 6,290	\$ 11,050	\$ 1,430	\$ 12,920	\$ 760	\$ 1,200	\$ 1,950		\$ 35,600	\$ 12,400	\$ 48,000	
2	Tendering												
2.1	Prepare Tender Ad			2						2	\$ 260	\$ -	
2.2	Complete Tender		1	4	2					7	\$ 910	\$ -	
2.3	Post Tender Report and Recommendation		1	4						5	\$ 690	\$ -	
Total Group Hours		2	10	2	0	0	0	0	14				
Total Group Costs		\$ 340	\$ 1,300	\$ 220	\$ -	\$ -	\$ -	\$ -		\$ 1,860	\$ -	\$ 1,860	
3	Contract Administration												
3.1	Pre-Construction Meeting		2	2					2	6	\$ 730	\$ -	
3.2	Contract Administration (Assumed 28 Weeks)				100	1680			40	1,820	\$ 170,700	\$ 1,750	
3.3	Project Management		10	75						85	\$ 11,450	\$ -	
3.4	Warranty Inspection				16	1			2	19	\$ 1,985	\$ -	
Total Group Hours		12	77	16	100	1681	0	44	1,930				
Total Group Costs		\$ 2,040	\$ 10,010	\$ 1,760	\$ 8,500	\$ 159,695	\$ -	\$ 2,860		\$ 184,865	\$ 1,750	\$ 186,615	
OVERALL SUMMARY													
		TOTAL PROJECT HOURS	51	172	31	252	1689	10	74	2,279			
		TOTAL PROJECT FEES \$	8,670	\$ 22,360	\$ 3,410	\$ 21,420	\$ 160,455	\$ 1,200	\$ 4,810		\$ 222,325	\$ 14,150	\$ 236,475
		% of Total Time	2%	8%	1%	11%	74%	0%	3%				

The Engineering Fees above do not include the following costs:

Application fees for the MOECC, MNR, or other agency application fees;

Tender advertising costs;

Hydrogeological studies to support a Permit to Take Water (during construction);

Material testing costs during construction (these costs are typically provided for in an allowance to the General Contractor);

Legal surveys; and,

Traffic Studies, or Natural Environmental Reports have not been included.

SCHEDULE “A”

IF REQUIRED

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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	\$48,000
Tendering		\$1,860
Contract Administration		\$186,615
TOTAL ESTIMATED FEE		\$236,475

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 2018-198

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the Fort Creek Aqueduct reconstruction planned for construction in 2019.

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 September 24, 2018 between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Fort Creek Aqueduct reconstruction planned for construction in 2019.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)



Fort Creek Aqueduct in Laneway East of John
Street from Edinburgh Street to Albert Street.

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 24th day of September A. D. 2018

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to construct improvements to the Fort Creek Aqueduct Storm Sewer comprising of the following:

- Replacement of the existing box storm sewer from the inlet adjacent to Edinburgh Street, through the laneway to the east of John Street, terminating at the existing box storm sewer on the south side of Albert Street.

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

1. **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.

2. **Services** – In this Agreement, Services means any service or creative work, the adequate performance of which requires the application of work, such as consultation, investigation, evaluation, planning and design of engineering works and systems, engineering studies and the review of construction for the purpose of assuring substantial compliance with drawings and specifications; any of which embrace such services or work, either public or private, in connection with any utilities, structures, buildings, projects and industrial products or equipment of a mechanical, electrical, hydraulic, chemical, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Such practice includes the performance of work incidental to the practice of engineering. "Services" does not include responsibility for the superintendence of construction, site conditions, operations, equipment, personnel or the maintenance of safety in the work place.
3. **RFP** – In this agreement the Request for Proposal (RFP) shall reference the "Request for Proposals, Engineering Services – Reconstruction of the Fort Creek Aqueduct from Albert Street to Edinburgh Street" prepared by the City of Sault Ste. Marie.

4. **Addenda**

5. **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.

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 3.2.2 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 3.2.1.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2, 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 \$5,000,000.00 per occurrence and in the aggregate for general liability and \$5,000,000.00 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 \$5,000,000.00 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.
 - 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- 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.

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1.24 **Additional Conditions**

Supplemental Conditions are provided in Article 5, amending provisions of the above agreement.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services to be provided by Engineer:

Consultant's Services for Design and Tendering of the Project

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

Preliminary Design

1. Meet with the appropriate representatives of the municipality
 - a) Obtain full information on existing and proposed municipal services, roads, and other facilities.
Obtain any available background information including drawings, reports, and traffic counts relating to the project.
 - 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.
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 and grading requirements for the storm sewer route, for intersecting roads and other project components.
9. Hydrologic and hydraulic analysis to analyze alternatives and optimize the design of the storm sewer system and stormwater management works.
10. Preparation and distribution of minutes of Project meetings.
11. Correspondence with governmental ministries, agencies and other public authorities for design information.
12. Review general drainage requirements.
13. Establish preliminary property and right-of-way requirements. Identify property acquisition requirements, if any.
14. Identify 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.
18. Prepare display material and conduct a Public Open House, if required by the Client.
19. Liaison with the affected public and property owners under the direction of the Client.

Consultant's Services for Detailed Design of the Project

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 estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of 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 the recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement 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. Prepare appropriate materials for public presentation and information.
9. Coordinate, schedule, arrange and attend a public information session to present the proposed design to the public and solicit comments. Review comments with City staff and adjust design as directed.
10. 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.
11. 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.
12. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
13. 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.
14. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
15. 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 toward approval.
16. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
17. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

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 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 on 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

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.

2.02 Services to be provided by Client;

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. A detailed digital topographic survey of the existing features within the project limits.
4. Base Plan of the project area showing property fabric.
5. Traffic information.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
7. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

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

Client's Service 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 1.08.

1. Access to and, where necessary, copies of existing plan, 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 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.

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 1.08.

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**

3.2. 1 **Fees Calculated on a Time Basis**

3.2.1.1 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 provided in Schedule A – Fee Estimate and Billing Rates.

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.

3.2.1.2 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.

3.2.2 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.

3.3 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.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH ENGINEERING INC.

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

This 24th Day of September 2018

Signature	
Name	Larry Jackson, P. Eng.
Title	General Manager

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 24th Day of September 2018

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	Deputy CAO and City Clerk

ARTICLE 5 – ATTACHMENTS

- **Supplementary Conditions**
- **Schedule 'A' – Fee Estimate and Billing Rates**

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Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following;

“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. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.”

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following;

“The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. 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.”

SCHEDULE "A"

FEE ESTIMATE AND BILLING RATES

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-199

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for professional engineering services for design and contract administration for aqueduct repairs.

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 September 24, 2018, between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for design and contract administration for aqueduct repairs.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

M.E.A. / C.E.O.
CLIENT / ENGINEER AGREEMENT
FOR
Professional Consulting Services
2018

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 24th day of September A. D. 2018

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends have repair work carried out on the Central Creek Aqueduct at Dyment Street, and north on Bonney Street; and on the Farwell Terrace Aqueduct at Hocking Avenue, and both north and south of Devon Road.

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 – The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.7 are hereinafter called the ‘Services’.
- c) RFP – N/A
- d) Addenda – an item of additional material, typically omissions, added
- 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.

The Engineer will abide and follow the further directions and instructions provided by the Client from time to time as may be provided by 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.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder.

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

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 completely indemnify and save harmless the Client, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Engineer, its employees, agents or officers or as a result of the performance of this Agreement by the Engineer, its employees, agents or officers or as a

consequence of the negligent actions or inactions of the Engineer , its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

1.11 **Insurance**

The Engineer shall provide the following insurance coverage as set forth below and shall ensure that the Client is named as an additional insured under the following policies of insurance. Further the following insurance policies shall contain a waiver of subrogation in favour of the Client and shall further require that the Insurer not only be obliged to defend the Client in the event of any and all Claims but that the Insurer have the obligation to indemnify and save harmless the Client from any and all claims regardless of whether the Client is partially or wholly responsible for any such Claim(s) that may be made against Engineer and the Client. The Engineer shall provide a Certificate of Insurance with respect to this coverage to the Client before the commencement of the provision of the services under this Agreement:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

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 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 insistence 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 Consultant shall perform the Services expeditiously to meet the requirements of the Client 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** Not applicable

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

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services provided by the Engineer will include preparation of Engineering Drawings (complete with repair details), specifications, tendering, contract administration, review and reporting. Review will be intermittent, on an as required basis, but will be sufficient to ensure the construction work complies with the intent of the contract documents; including but not limited to the drawings, specifications and general conditions.

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 are 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

3.2.1 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:

Job Classifications:

Senior Engineer \$160.00

Engineer 4 \$135.00

Engineer 2 \$105.00

Designer \$95.00

Technician/Site \$85.00

Clerical \$65.00

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 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 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 paid by the Client to the Consultant for the Services shall not exceed the total upset limit of \$145,262.50 plus applicable taxes.

(i) **Not applicable**

(ii) **Not applicable**

- (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.

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 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.

3.4 Fee Estimate

Estimated Fee is contained in Schedule A.

Our estimated Engineering fee for this 2018 work, under STEM project #18225, is an upset limit of \$ 145,262.50 (+HST).

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: STEM ENGINEERING GROUP INCORPORATED

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

This ____ Day of _____, 20 ____

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

THE CORPORATION OF 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 _____, 20 ____

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	MALCOLM WHITE
Title	MAYOR	Title	CITY CLERK

ARTICLE 5 – ATTACHMENTS – N/A

Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following;

“

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. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

“

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following;

“

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. 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.

“

3) Article 1, General Conditions, Clause 1.10 – Indemnification

Delete second paragraph.

SCHEDULE "A"

Estimate Sheets



875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f. 705.942.7515

ENGINEERING ESTIMATE

Project: Central & Farwell Aqueduct Repairs 2019

Project No.

18225

Description: Engineering and Contract Administration

Date:

September 13, 2018

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-201

REGULATION: (R1.67) A by-law to repeal By-laws 70-342 and 71-217 (being by-laws to licence and regulate Trailer Parks and Mobile Home Parks within 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. BY-LAWS 70-342 AND 71-217 REPEALED

By-laws 70-342 and 71-217 are hereby repealed.

2. EFFECTIVE DATE

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

PASSED in open Council this 24th day of September, 2018

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-202

AGREEMENT: (P5) A by-law to authorize the execution of the Summary of Engagement Agreement between the City and Scott Thornley & Company Inc. for the Project of Development of Visual Identity & Branding.

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 Summary of Engagement Agreement dated September 24, 2018 between the City and Scott Thornley & Company Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Project of Development of Visual Identity & Branding.

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 24th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Summary of Engagement

September 20, 2018

Re: File # 2018CDE-01-P

The summary of engagement is between **Scott Thornley & Company Inc.** (STC) and the **City of Sault Ste. Marie** (City) for the Project of Development of Visual Identity & Branding. The City of Sault Ste. Marie will be given full ownership over all deliverables. STC will provide:

Task 1 - Brand Positioning and Visual Identity

- **Kick-off Meeting** - meeting with the Steering Committee and staff
- **Research** - STC will undertake a brand and communication audit by reviewing the current competitive landscape as well as all Sault Ste. Marie materials
- **Engagement** - engage key stakeholders in up to 8 engagement sessions
- **Theme Boards** - presentation of theme boards (words and imagery that begins to tell the story of Sault Ste. Marie) and help develop key insights
- **Brand Book** - will create a brand book up to 20 pages that will animate the story of Sault Ste Marie through words and imagery. This document will identify key brand messages.
- **Visual Identity** - creative development of up to 3 master logo and/or wordmark concept options, selected creative concept option to be finalized. The following file formats of the final logo will be provided: EPS, JPEG and PNG. Each file format will include all appropriate logo versions, including PMS Specials, CMYK, RGB, Greyscale in both positive and negative versions. Potential taglines and stationery suite (business card, letterhead, envelope and email signature) included.
- **Brand Style Guide** - develop 8-12 pg. Brand Style Guide

Task 2 - Implementation Plan & Presentation of Final Report

- **Implementation Plan & Final Report Presentation** - working from the recommendation outlined in the Brand Evolution Report, STC will evolve the recommendations into an implementation plan. The implementation plan will guide City staff through the process of launching the new brand identity to the City and will include: Suggested roll-out strategies and tactics that will build awareness of the new brand and training session of up to 8 hours between STC and the City staff to provide guidance on how to implement the new brand.

Total fee \$ 58,900 (plus HST)

The City of Sault Ste. Marie will be given full ownership over all deliverables. Signature below indicates agreement to the agreed deliverables

City of Sault Ste. Marie

Name: _____

Title: _____

Signature: _____

Date: _____

Scott Thornley & Company Inc.Name: MARSH THORNLEYTitle: VP, CLIENT SERVICESignature: Date: September 20, 2018

BRINGING YOUR STORY TO LIFE.

A Proposal for Development of
Visual Identity & Branding for Sault Ste. Marie

File # 2018CDE-01-P | August 17, 2018



STC

LETTER OF INTRODUCTION



SCOTT THORNLEY + COMPANY

2 Pardee Avenue, Suite 101
Toronto, ON M6K 3H5
T: 416.360.5783
F: 416.360.4040
stcstorytellers.com

Primary Contact:

Marsh Thornley,
VP Client Service
416.360.5783 ext 243
marsh@stcstorytellers.com

The City of Sault Ste. Marie
Attn: Manager of Purchasing

STC is honoured to be providing a proposal (and to be considered for) the Visual Identity & Branding of Sault Ste. Marie. While STC has extensive experience completing similar projects for relevant clients (parks, cities, universities and institutions) the fact is that each project is unique and presents its own challenges.

What makes Sault Ste. Marie special and why should stakeholders be proud? Why should target audiences (tourists and business leaders, for example) consider Sault Ste. Marie? What challenges do you face when it comes to telling your story? What exciting new developments should be leveraged? What do people typically get wrong about Sault Ste. Marie?

What's particularly exciting about this engagement is the opportunity to build on the conversations that resulted in the Brand Evolution report that's included in your RFP. As you'll see, STC's portfolio of relevant work is deep. Logos and identities that have been launched in the last few years — Town of Milton and Niagara Parks, for example — as well as identities that were developed over ten years ago and are still going strong. What you won't see are the clients and stakeholders that we engaged in this work. Everything you'll find in this proposal was created in a spirit of partnership and wouldn't be possible without the people we are honoured to be serving.

Thank you for considering STC for this very important project.

A handwritten signature in black ink, appearing to read "Marsh T".

Marsh Thornley
VP Client Service

Marsh is authorized to bind the contents of the proposal including pricing

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KEY PERSONNEL

MARSH THORNLEY / VP Client Services

Role: Account Management and Strategic Development

After working for seven years as a copywriter in several leading advertising agencies, Marsh joined STC as a copywriter and Account Director in the Spring of 2002. Working in both creative and account service, and drawing on his substantial knowledge and passion for the work of STC, Marsh brings a unique combination of creative and strategic insights to his clients. Marsh works with clients and agency personnel to develop relevant and rigorous strategic documents to ensure alignment and consistency of message.

As a member of the creative and strategic teams at STC, Marsh has a unique perspective on the development of our brand identities. His work includes stakeholder engagement and discussions (since joining STC Marsh has engaged hundreds of physicians, faculty members, students, politicians and citizens in branding projects) as well as themes and taglines.

Since joining STC, Marsh has contributed to the development of brand identity strategies for Rideau Hall, Town of Milton, City of Mississauga, Niagara Parks and the University of Saskatchewan. Marsh was strategic lead on the development of the new branding for the Rideau Hall Foundation (which included the engagement of the Governor General and a board that included business and community leaders from across the country) and, working with the creative team, developed identities and creative platforms for Niagara Parks, Town of Milton and the City of Mississauga. Marsh is currently working with the Town of Whitby on the development of a new identity, and the University of Saskatchewan on their brand campaign.

CARMEN SERRAVALLE / VP Creative

Role: Creative Development

Carmen has over two decades of design and branding experience. Her acute design sense, combined with a disciplined approach to budget and timing, has led to outstanding results for our Clients. A strategic-minded creative person, Carmen invests the time in asking the right questions to understand each challenge from various vantage points. Through her work, Carmen has demonstrated the ability to navigate multi-layered organizations and stakeholder groups, whilst being sensitive to project needs and priorities.

Carmen is passionate, engaged, involved and personally invested in our Clients' work. Carmen is also hyper-organized and detail-oriented which results in an intimate awareness of all aspects of the strategic-creative-production process and the ability to seamlessly blend fast-moving parts and timelines.

Most recently, Carmen was the creative lead on the development of the new branding for Niagara Parks, Rideau Hall Foundation, Canadian Innovation Space, Greatness ~ The Great Lakes Project, and the City of Mississauga Economic Development Office. All of these projects involved extensive stakeholder engagement sessions. By way of example, for the City of Mississauga, we engaged the mayor, business and community leaders, staff, and city council members. At STC, the creative lead is an active participant in these sessions, as creative people often "hear things differently" and this ultimately informs the creative process of the development of these brands.

Carmen's additional brand experience includes University of Windsor, University of Toronto, National Arts Centre in Ottawa, the Canadian Museum of Nature, Shaw Festival, Malivoire Wines, Wilfrid Laurier University, Zerofootprint and UTSC. Carmen is currently working with the Town of Whitby on the development of a new identity.

KEY PERSONNEL

DEVIN McCARNEY / Project Manager

Role: Project Management and Client Services Lead

Devin began his career as a graphic designer, working with an entrepreneur to start a print and design business. After working alongside a number of small businesses to address a diverse set of challenges, Devin found his strength in mediating the relationship between creative and client. With a disciplined, cool-under-pressure demeanour informed by design, Devin has had great success in implementing and delivering stories for recognized brands like UNICEF, Toronto Symphony Orchestra, The MasterCard Foundation and Bell Canada. At STC, Devin works with the Canadian Museum of Nature, St. Michael's Hospital Foundation, University Health Network, Town of Milton, Niagara Parks and the Rideau Hall Foundation, to name a few. With experience in both traditional and digital media, he's able to offer a strategic and production perspective while expertly managing time, deliverables and costs. Combine this with his positive attitude, Devin's a key asset to the STC team. Devin is currently working with the Town of Whitby on the development of a new identity.

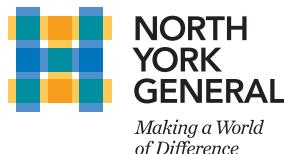
ESTIMATED TIME COMMITMENTS	
ROLE	HOURS
VP Client Service	105
VP Creative	123
Project Manager	37
Studio (Designer)	15
Studio (Production Designer/Image Specialist)	40
Studio (Production Manager)	9
Total:	329

RELEVANT EXPERIENCE

The team at STC has extensive experience developing Visual Identities and Brand Strategies for clients like the City of Sault Ste. Marie. We've branded and promoted universities and colleges, hospitals, parks, cities and towns. Our portfolio includes logos and identities, brand strategies, enrolment and economic development campaigns as well as advertisements promoting tourism and attractions. In addition, we've also had the honour of working with government, and other organizations on advertisements and materials for Indigenous peoples.

While we've developed a multitude of relevant identities, logos and strategies, the real strength of STC is our ability to connect our work to the people that we are honoured to serve. The opportunity is to build on the discussions that have taken place as part of FutureSSM and connect it to the lives of your stakeholders. It's bigger than 'logos' and 'branding' and it's how we brought to life the sense of possibility you'll find in Milton, the many great things to see and do in Niagara Parks (beyond The Falls) and the innovations and advances taking place in Mississauga. Increased awareness and pride, as well as increased economic development and tourism, will not be accomplished by some 'breakthrough' creative identity and/or strategy. It will require the engagement and motivation of your stakeholders – the people of Sault Ste. Marie beginning with the steering committee.

THIS IS WHAT WE DO.



St. Michael's
Inspired Care.
Inspiring Science.



JODIE SALES

Director, Corporate
Communications
& Government Relations,
Town of Milton

905.878.7252 ext 2110
jodie.sales@milton.ca



MILTON

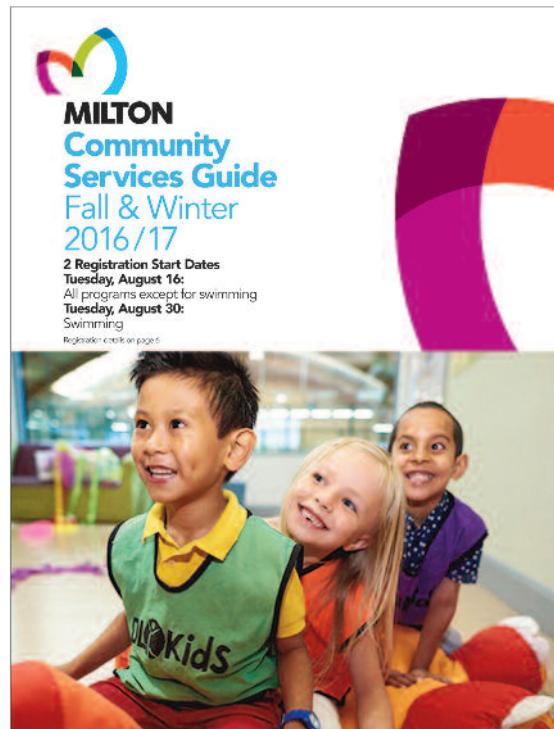
A Place of Possibility.

STC won the RFP to develop a new identity for the Town of Milton in 2017.

Milton has experienced tremendous growth and change in the last ten years and there was clearly an opportunity for the town to tell its story in a new and exciting way. The engagement process included discussions with staff, counselors and members of special interest groups. In addition, STC created a survey that included sample imagery and creative language that began to suggest new directions for the branding and promotion of the city. The survey was promoted through posters in the community (and at Farmer's Markets and other events), on the website and through social channels, and was completed over 600 times. What we learned was that the stakeholders — very educated and very diverse — were interested in telling the Milton story in a way that's friendly and diverse, forward-looking and natural. We also learned that use of 'Town' and 'City' had both positives and negatives, so the identity STC created is simply 'Milton'. From these insights, STC developed a logo created by coloured arcs coming together to form two leaves in the shape of an 'M', supported with the tagline, "A Place of Possibility."

Since the successful launch of the brand in July, STC has been engaged to develop branding for Milton Transit, including fleet graphics, monthly passes and tickets, and the FirstOntario Arts Centre Milton.

To date the new identity has been positively received by all of Milton's many stakeholders and it is currently in the process of being rolled out in a new Economic Development campaign which is making the most of the city's new tagline "Place of Possibility".



“Miltonians told us that they wanted the brand to be inspirational and forward-looking while still grounded in our natural heritage. I think we nailed it!”

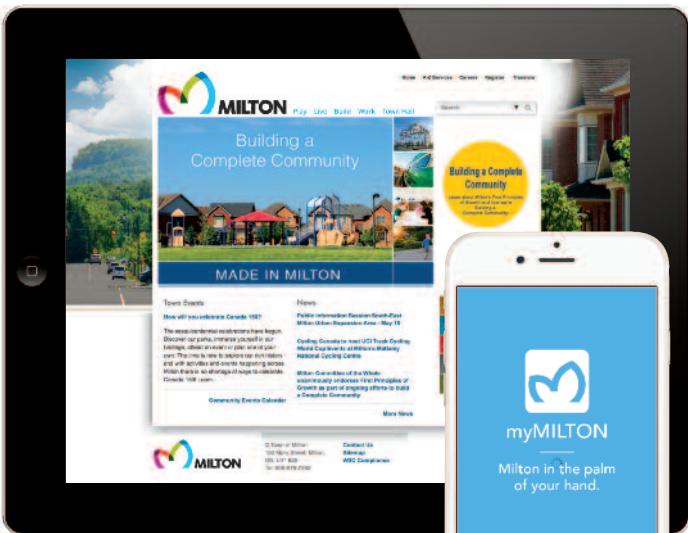
Milton Mayor Gord Krantz



“Your talent, wisdom and experience helped us deliver something I’m so proud of. Thank you!”

Jodie Sales, Director, Corporate Communications & Government Relations, Town of Milton

Website



MyMilton App



Park Signage

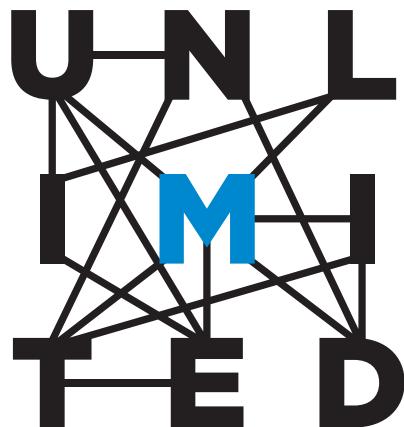


Fleet Design

CITY OF MISSISSAUGA ECONOMIC DEVELOPMENT OFFICE

BONNIE BROWN, EC.D.

Director, Economic
Development,
City of Mississauga
905.615.3200 x5014
bonnie.brown@mississauga.ca



How do you promote Canada's 6th largest city with strengths in Advanced Manufacturing, Financial Services, Information & Communications Technology and Life Sciences?

This was the significant challenge presented to STC when we won the RFP to develop a new brand and campaign for the City of Mississauga's Economic Development Office in August 2017. STC's research and discovery phase was comprehensive and included a review of a wide-ranging in-house library of research and strategic materials as well as a market research study that STC commissioned through our friends at Pollara Strategic Insights. Stakeholder engagement included city staff (from the EDO, the marketing team that will be implementing the campaign as well as corporate communications) to small and large business leaders, academic leaders (at UTM and Sheridan) members of council and the mayor. So how do you promote Mississauga? You start with the inspiring business, academic and community leaders and you build a platform around them that enables the EDO to tell their stories in a new and refreshing way. These champions are telling the story of Mississauga through video, print and online (as well as a ton of collateral pieces that STC produced for the city) and will be featured on the city's new website created and designed by STC: www.thefutureisunlimited.ca In addition, STC developed a modern, new 'Unlimited' icon (with the 'M' highlighted in the middle) that has become the graphic signifier of the campaign. The icon lends itself to a multitude of applications and is distinct yet complements the existing Mississauga corporate identity.

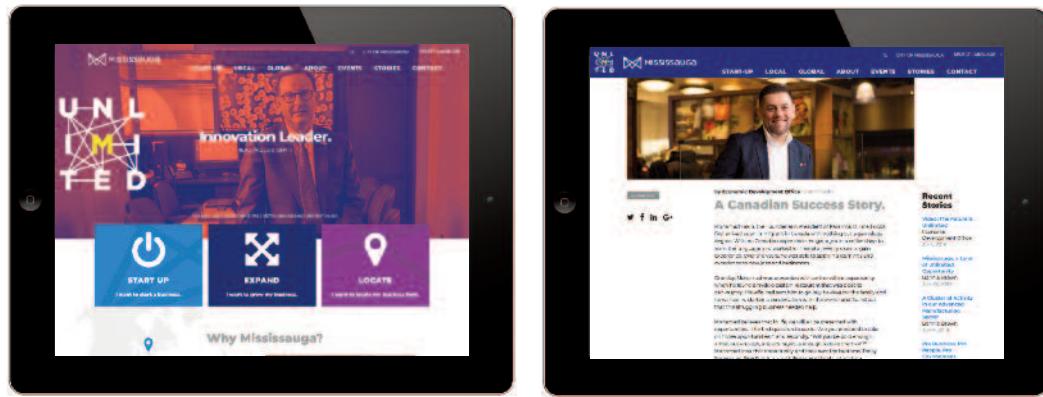
It could be said that all of the elements were there and all the city lacked was the story. More than a logo, website, video and collateral materials, The Future is Unlimited has given the City of Mississauga a story that has been enthusiastically embraced by the city's leadership and many stakeholders including and especially the leaders that are the heart and soul of the campaign.



"We are doing a soft launch of the campaign at BIO International next week in Boston. Our full marketing efforts will start the week of June 18th. The Mayor really likes the new campaign. I'm really proud of this campaign and look forward to winning some awards!!"

Bonnie Brown, Director, Economic Development, City of Mississauga

Advertisements



Pop-up Banners

DAVID AMES

Chief Operating Officer,
Niagara Parks Commission

905.356.2241 ext 2238
dadames@niagaraparks.com



NIAGARA PARKS

The challenge with developing a new identity for Niagara Parks is how vast and dynamic the property is. Imagine, 56 kilometres that includes heritage sites, golf courses, multiple parks, culinary and gardens. Everything from Niagara Falls to Fort Erie in other words. It's no wonder that the previous logo — a crudely drawn tree — had been around for decades. To develop its new identity and brand strategy, STC conducted market research and engaged the many stakeholders of the Niagara Parks including, but not limited to, stakeholders from attractions, culinary, gardens and golf. STC also conducted creative theming exercises with the commissioners responsible for Niagara Parks (ie. mayors, councillors and leaders from across the region). Engagement was conducted through group and individual interviews, surveys and two town halls that were attended by over 300 Niagara Parks staff. Finally, STC conducted focus groups with community members to test awareness and impact of new creative elements.

The Niagara Parks logo consists of an oak leaf icon and wordmark. The oak leaf is an integral part of the Niagara Parks brand, representing nature, renewal and sustainability — and the promise to preserve and enhance the beautiful environment that has been entrusted to us.

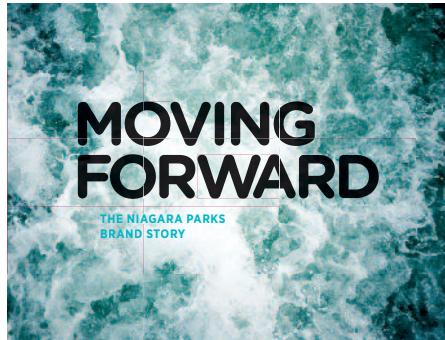
The new positioning — which includes language like 'Take it all in' and 'Discover the wonder' — invites visitors and stakeholders to experience the many, many assets that are part of Niagara Parks. As Niagara Parks is an international tourist destination, the client has a very robust and engaging social media presence. Everything that STC developed — from the icon to the imagery to the story — had to provide opportunity for future storytelling and engagement of potential visitors.



"In 2017, Niagara Parks, a 133 year-old agency of the province of Ontario, successfully launched our new brand. This could not have been done without the expertise and guidance of Scott Thornley + Company. The steadfast team at STC approached our project with unrivaled insight, and focused attention to the uniqueness of our products, services, experiences, landscapes and history. With open ears and expert vision, STC guided us through the process of auditing our former brand, shaping our identity, crafting a rich brand story, and developing an engaging and vibrant new visual identity and themes. We are grateful for the talent, knowledge, and leadership they provided us through this process, and strongly recommend their services."

David Adames, COO, Niagara Parks Commission

Brand Story Booklet



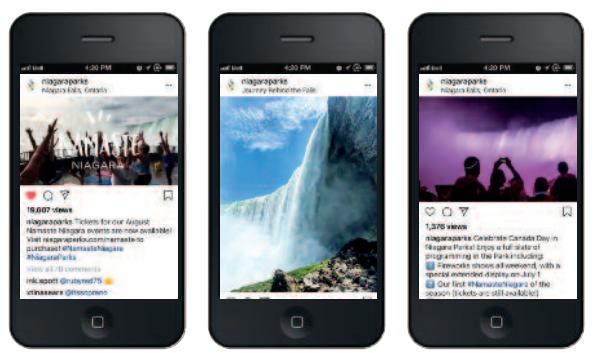
Visitor Guide



Postcards



Instagram



Shopping Bags

OTHER RELEVANT EXPERIENCE

UNIVERSITY OF WINDSOR

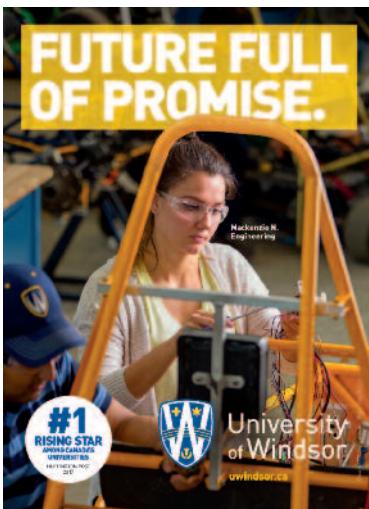
Since September 2015, STC has developed and produced all of UWindsor's awareness and enrolment campaigns.

The campaigns have been written about not once but twice in local media (by CBC and *The Windsor Star*) and it's been said many times that students, faculty and staff are 'walking a little taller' thanks to the positive and confident banners that can be found throughout the university campus.

Billboard



<http://www.cbc.ca/news/canada/windsor/university-of-windsor-goes-national-with-ad-campaign-1.4121135>



Magazine Ad



Social Media

<http://windsorstar.com/news/local-news/new-ad-campaign-hopes-to-capitalize-university-of-windsors-momentum>



Campus Banners

OTHER RELEVANT EXPERIENCE

REMINGTON GROUP - DOWNTOWN MARKHAM

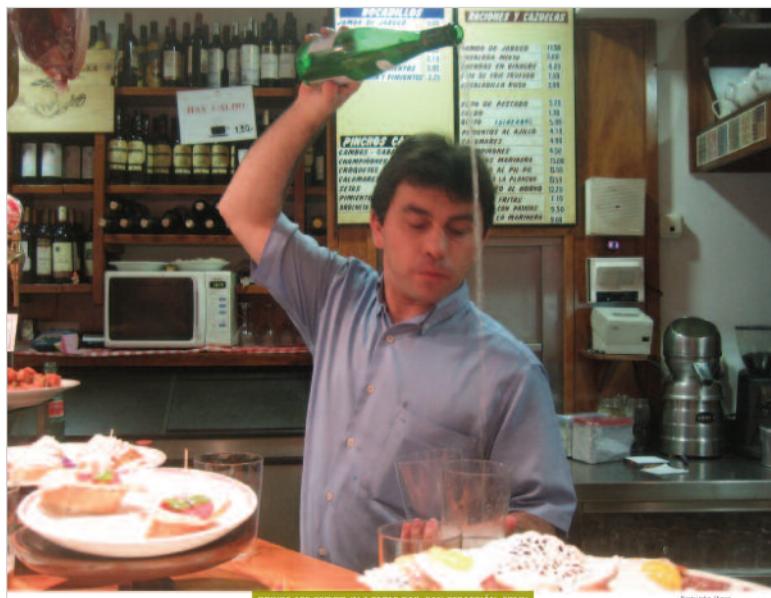
"The Remington Group chose STC, not because they're deeply involved with real estate advertising... precisely the opposite! We chose STC because they have the ability to generate outstandingly fresh ideas and execute those ideas impeccably. In the branding and positioning of Downtown Markham, STC have provided us an incredible foundation. We're very pleased to go to market with what they've given us."

Serena Ouaglia, Director of Marketing, The Remington Group

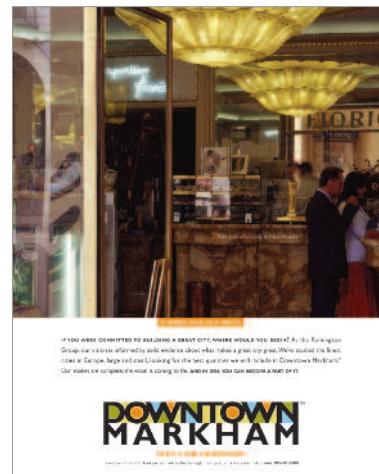
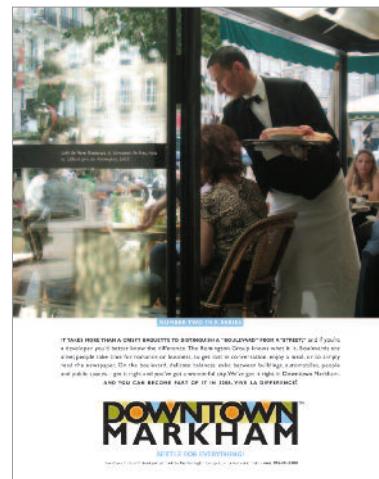
Residential and Commercial Development Brands



Advertising Campaign



IF YOU WERE COMMITTED TO BUILDING A GREAT CITY, WHERE WOULD YOU BEGIN? At the Remington Group, our vision is informed by solid evidence about what makes a great city great (like cool tapas bars). We've studied the finest cities in Europe, large and small, looking for the best qualities we will include in **Downtown Markham**.[™] Our studies are complete; the vision is coming to life. **AND IN 2006, YOU CAN BECOME A PART OF IT.**



OTHER RELEVANT EXPERIENCE

NATIONAL INDIGENOUS PEOPLES DAY ANNOUNCEMENT

In collaboration with Indigenous and Northern Affairs Canada, STC worked closely with key members from the Inuit Tapiriit Kanatami, Metis National Council, and Assembly of First Nations to understand each community's unique story and perspective while identifying bridges to represent the three distinct cultures through design. This exercise led to the creation of banners that acted as the backdrop to Prime Minister Trudeau's momentous announcement on June 21, 2017 – renaming National Aboriginal Day as National Indigenous Peoples Day.



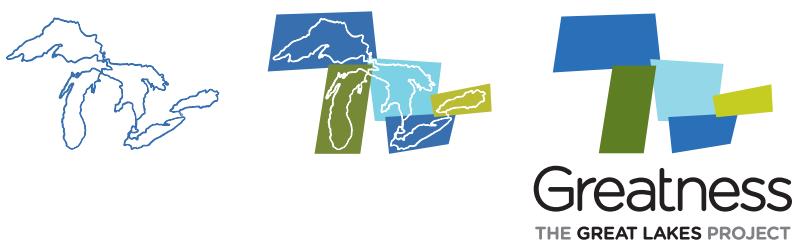
OTHER RELEVANT EXPERIENCE

GREATNESS ~ THE GREAT LAKES PROJECT

“Working with STC was wonderful right out of the gate. From our very first meeting, both the quality of the creative ideas and their professionalism were immediate. The level of support and development of the brand was maintained through to the launch date. They set the bar high from the beginning, and delivered.”

Karen Kun, Co-Founder, GREATNESS ~ The Great Lakes Project

Logo Genesis



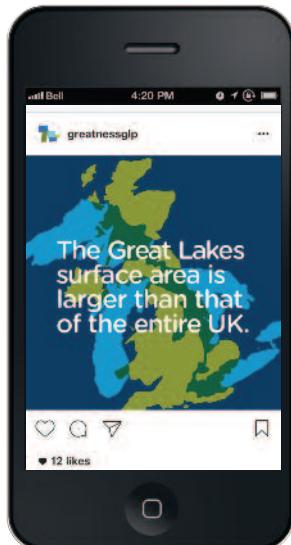
Magazine Ad



Brochure



Instagram Shareables

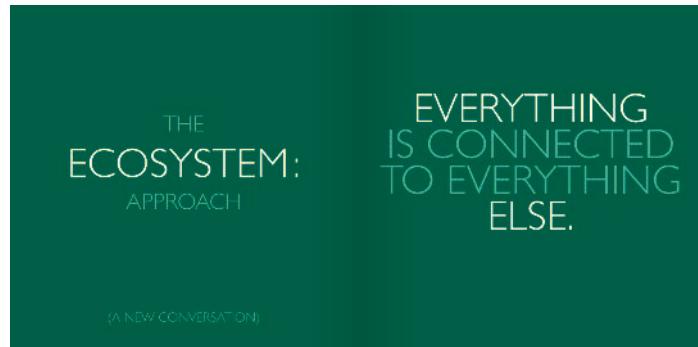
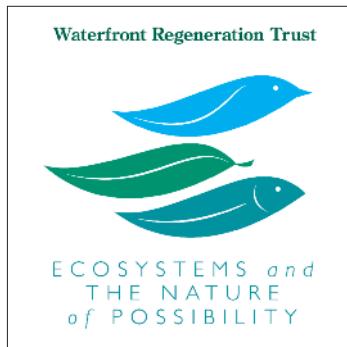


OTHER RELEVANT EXPERIENCE

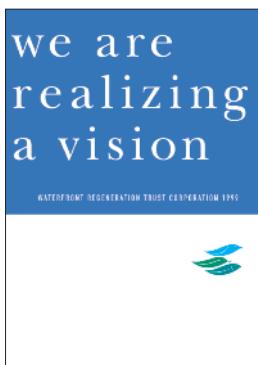
THE WATERFRONT TRAIL

"Throughout the process, Scott Thornley + Company took us on a journey of discovery where we came to a deeper understanding and clearer articulation of our essential values. STC then translated this knowledge into a beautiful and enduring symbol that brings this message to the world."

**David Crombie, (former) Chief Executive Officer,
Waterfront Regeneration Trust**



Brochure



Brochure

Trail Signage

METHODOLOGY

There's a conversation taking place in Sault Ste. Marie. A desire to build pride and market your city in a way that's never been done before. The job of STC is to build on this conversation and bring it to life in a way that builds on this momentum and engages and inspires your stakeholders (and resonates with desired target audiences).

We've done this many times before. What have we learned?

To really listen and connect our work to the people and places that we're honoured to be serving. We tend to avoid jargon (and in truth use 'Storytelling' in place of 'branding' whenever possible). If there's a 'secret sauce' to our work it's our ability to engage our stakeholders in the work that we're producing. It's the reason our clients see themselves in our portfolio (and not STC) and it's why our portfolio, we think, stands the test of time.

With Sault Ste. Marie the desire would be to continue the momentum that you've already built up. In fact, we're undertaking a very similar process right now for The Town of Whitby. STC won the RFP for Phase Two: Design and we're building on the insights the client gained through Phase One: Research and Brand Assessment. It starts and ends with people. We're genuinely interested to learn about Sault Ste. Marie and the challenges and opportunities you face and how we can bring your story to life.

A note about Theme Boards: The Brand Evolution report begins to suggest ways of telling the Sault Ste. Marie story (e.g. Maker Ingenuity, Sustaining Quality of Life, International Trailhead, Baawitigong Spirit) but as we know from experience, there are many different ways to bring these ideas to life. The theme board exercise is a bridge and allows the Steering Committee the opportunity to engage in a creative exercise and discussion about how the Sault Ste. Marie story should be told through words and imagery.

METHODOLOGY

Task 1 – Brand Positioning and Visual Identity		
ITEM	DETAILS	TIMING
Brand Positioning	<p>Kick Off Meeting</p> <ul style="list-style-type: none">In-person kick-off meeting with the Steering Committee and relevant staff from the City of Sault Ste. Marie, to: refine the project scope, purpose, objectives and goals; refine the project timeline; and discuss the Community Identity Strategy (Brand Evolution Report) and how it will work to drive the brand positioning and visual identity work.STC and the Steering Committee will also determine a list of key Stakeholders to interview for the forthcoming engagement sessions. <p>Research</p> <ul style="list-style-type: none">STC will distill learnings gleaned from the kick off meeting and any other additional background information that was provided (ie. Brand Evolution Report, articles, internal assessments, plans, etc).STC will undertake a brand and communications audit by reviewing the current landscape of all Sault Ste. Marie materials: The Steering Committee will provide current brand and communication collateral, brand hierarchy and guidelines documents and any other relevant documents.STC will undertake a competitive review of the City of Sault Ste. Marie within the regional and competitive city landscape, including a SWOT analysis. <p>Engagement</p> <ul style="list-style-type: none">Engage key stakeholders in up to 8 engagement sessions including group and individual interviews. Stakeholders could include relevant City of Sault Ste. Marie staff and those involved in the FutureSSM project (ie. relevant community and citizen group leaders, organizations, businesses and partners including the agency who developed the Brand Evolution Report).Engagements to take place over one (1) day in Sault Ste. Marie; for those engagements that fall outside the one-day visit, they will be conducted over the phone. <p>Theme Board Workshop</p> <ul style="list-style-type: none">Presentation of theme boards (words and imagery that tell the story of Sault Ste. Marie) to the Steering Committee. Them boards will build upon the brand pillars developed in the Brand Evolution Report (ie. Maker ingenuity, Sustaining Quality of Life, International Trailhead, and Baawitigong spirit and will take into account all research and engagements conducted to date.The theme board presentation will spark discussion and help develop key insights into Sault Ste. Marie's brand identity and how the community and its leaders wish to position themselves.The theme board presentation and working session will help align key stakeholders and inform the Brand Story. <p>Brand Book</p> <ul style="list-style-type: none">STC will create a Brand Book (up to 20 pages) that will animate (through words and imagery) all learnings and research conducted to-date and will become the City's guide for their brand positioning.This book will identify key brand messages, audience perceptions and competitive position.Upon approval of the Brand Story Book and alignment on brand positioning and narrative, STC will commence the creative development process for the visual identity.	Sept 17 to Oct 29

METHODOLOGY

ITEM	DETAILS	TIMING
Visual Identity	<p>Visual Identity Creative Development</p> <p>STC will develop a series of master logo and or wordmark variations (up to three (3) creative concept options) based on the approved Brand Book. The presentation will include a variety of positioning taglines that will have been informed by the theme board presentation and Brand Story book.</p> <p>Each of the three (3) creative concept options will include sample applications, such as: typeface, colour palette, photography style, website homepage mockup, stationery suite, sample social post for Facebook/Instagram or Twitter.</p> <p>Upon approval of one (1) logo/wordmark concept option and tagline, STC will work with the Steering Committee to finesse the chosen option over two (2) rounds of revisions.</p> <p>Brand Style Guide</p> <p>From approval on the selected concept, STC will develop one (1) 8 to 12 page Brand Style Guide for the new City of Sault Ste. Marie brand. Included in the style guide will be the elements listed in Section 2.2 (Task 1) of the RFP.</p>	Oct 30 to Dec 10
Task 2 – Implementation Plan		
Implementation Plan	<p>Implementation Plan Development</p> <p>Working from the recommendations outlined in the Brand Evolution Report (ie. extend stakeholder input, create an ambassador program, rally the public, foster community engagement, etc), STC to evolve the recommendations into an implementation plan. The implementation plan will guide city staff through the process of launching the new brand identity to the City (partner organizations, public, etc), and will include:</p> <ul style="list-style-type: none"> • Suggested roll-out strategies and tactics that will build awareness of the new brand to the city, local communities and external markets. • Training session of up to 8 hours between STC and city staff to provide guidance on how to implement the new brand (ie. how-to use the style guide and new brand assets, how to develop brand-aligned messaging and materials), and clarify any questions. <p>Value Added Service:</p> <p>Ongoing consultation (up to 20 hours) between STC and city staff to provide consultation on implementing the brand. This may include:</p> <ul style="list-style-type: none"> • Progress check-in(s) at the one month or three month mark with city staff (as required) to review what new materials have been developed, any challenges with implementing the new identity that need to be addressed, clarification on questions, and/or any additional brand or design support services from STC that the city may need. 	Nov 21 – Dec 10
Presentation of Final Report	<p>STC will present the final report to the city at the Civic centre. The presentation will address all work completed and provide an overview of the following:</p> <ul style="list-style-type: none"> • Brand book • Brand style guide • Implementation plan <p>Ten (10) printed and bound copies will be provided, and up to two (2) rounds of revisions are included.</p>	Dec 14 or Dec 17 (to be confirmed)

SCHEDULE

FEES

Task 1 – Brand Positioning and Visual Identity		
ITEM	HOURS	COST
Kick-off Meeting		
VP Client Service (8 hours)		\$1,440
VP Creative (8 hours)		\$1,440
Total: 16 hours		\$2,880
Research		
VP Client Service (10 hours)		\$1,800
VP Creative (4 hours)		\$720
Project Manager (5 hours)		\$725
Total: 19 hours		\$3,245
Engagement		
VP Client Service (20 hours)		\$3,600
VP Creative (10 hours)		\$1,800
Project Manager (6 hours)		\$870
Total: 36 hours		\$6,270
Theme Board		
VP Client Service (4 hours)		\$720
VP Creative (4 hours)		\$720
Project Manager (3 hours)		\$435
Studio (4 hours)		\$520
Total: 15 hours		\$2,395
Brand Book		
VP Client Service (10 hours)		\$1,800
VP Creative (4 hours)		\$720
Project Manager (3 hours)		\$435
Total: 17 hours		\$2,955
Visual Identity		
VP Client Service (35 hours)		\$6,300
VP Creative (75 hours)		\$13,500
Project Manager (10 hours)		\$1,450
Studio (30 hours)		\$3,900
Total: 150 hours		\$25,150
Brand Style Guide		
VP Creative (2 hours)		\$360
Project Manager (4 hours)		\$580
Studio (30 hours)		\$3,900
Total: 36 hours		\$4,840

Task 2 – Implementation Plan & Presentation of Final Report		
ITEM	HOURS	COST
Implementation Plan & Final Report Presentation		
VP Client Service (18 hours)		\$3,240
VP Creative (16 hours)		\$2,880
Project Manager (6 hours)		\$870
Total: 40 hours		\$6,990
Travel and disbursements	Includes up to three (3) return trips for two people	\$4,175
Subtotal:		\$58,900
HST:		\$7,657
Total:		\$66,557

Note: Additional Presentation of Final Report to City Council, if required, includes one (1) in-person presentation in Sault Ste. Marie and return flights for two persons: \$4,280 (excluding HST)

Scott Thornley + Company
2 Pardee Avenue Suite 101
Toronto ON Canada M6K 3H5
Attention: Marsh Thornley
416 360 5783 x243

STCSTORYTELLERS.COM



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-204

AGREEMENT: (C3.1) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister for Seniors and Accessibility for funding to support the Northern Community Active Living Centre.

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 May 1, 2018, between the City and Her Majesty the Queen in right of Ontario as represented by the Minister for Seniors and Accessibility, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding to support the Northern Community Active Living Centre.

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 24th day of September, 2018.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

**ONTARIO TRANSFER PAYMENT AGREEMENT
SENIORS ACTIVE LIVING CENTERS PROGRAM**

THE AGREEMENT is effective as of the first day of April, 2018.

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister for Seniors and Accessibility**
(the “Province”)

- and -

**City of Sault Ste. Marie – Northern Community Active Living
Centre**
(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions

and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister for
Seniors and Accessibility**

Date

Kathleen Henschel, Director

**City of Sault Ste. Marie – Northern Community Active Living
Centre**

Date

Christian Provenzano, Mayor

Date

Malcolm White, City Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget for expenses related to the Recipient’s seniors active living centre program, as set out in the Funding Letter.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Funding Letter” means the letter(s) from the Province to the Recipient indicating the approved amount of the Funds to the Recipient for the Funding Year;

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in the Funding Letter.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program Guidelines” means the Province’s program guidelines, issued April 2018, and revised from time to time by the Province, containing terms and conditions in respect of seniors active living centre program funding.

“Project” means the undertakings approved by the Province in accordance with the *Seniors Active Living Centres Act, 2017*, in support of the Recipient’s seniors active living centre program, as set out in the Funding Letter.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and shall continue until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient at regular intervals determined by the Province, with notice to the Recipient, as set out in the Funding Letter; -; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the

amount as provided for in Schedule “B” at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, an annual report in accordance with the Program Guidelines, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that the annual report and any other reports are completed to the satisfaction of the Province; and
- (d) ensure that the annual report and any other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act (Ontario)*.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and

- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

- A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).
- A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.
- A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**
- A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
 - (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.
- A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediing. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province

of Ontario on accounts receivable.

- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

Seniors Active Living Centres Program – City of Sault Ste. Marie - Steelton Senior Services Centre

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.
- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maintenance and Operating	See Ministry for Seniors and Accessibility Funding Letter
Special Grant	See Ministry for Seniors and Accessibility Funding Letter
Maximum Funds	See Ministry for Seniors and Accessibility Funding Letter
Expiry Date	Until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$2,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Anita Koch</p> <p>Position: Senior Program Consultant</p> <p>Address: 777 Bay Street, 6th Fl, Toronto ON M5G 2C8</p> <p>Phone: 416-212-0491</p> <p>Email : anita.koch@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient (Program management)	<p>Name: Virginia McLeod</p> <p>Position: Manager of Recreation & Culture Division</p> <p>Address: 99 Foster Drive, Sault Ste. Marie ON P6A5X6</p> <p>Phone: 705-759-5311</p> <p>Email: v.mcleod@cityssm.on.ca</p>

<p>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</p>	<p>Name: Jacob Bruzas Position: Manager of Audits and Capital Planning Address: 99 Foster Drive, Sault Ste. Marie ON P6A5X6 Phone: 705-759-5356 Email: j.bruzas@cityssm.on.ca</p>
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Additional Provisions:

1. Objective

The Funds are provided for the objective of promoting active and healthy living, social engagement and learning for persons who are primarily seniors by providing them with activities and services. All Funds provided by the Province to the Recipient must be spent in support of this objective.

2. Program Guidelines

- a. The Recipient agrees to abide by all terms and conditions in the Program Guidelines in respect of the use of the Funds.
- b. The Province agrees to provide the Recipient with prompt notice of any revisions to the Program Guidelines.

- End -

**ONTARIO TRANSFER PAYMENT AGREEMENT
SENIORS ACTIVE LIVING CENTERS PROGRAM**

THE AGREEMENT is effective as of the first day of May, 2018.

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister for Seniors and Accessibility**
(the “Province”)

- and -

City of Sault Ste. Marie - Senior Services Drop-In Centre
(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
and

any amending agreement entered into as provided for in section 4.1,
constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister for
Seniors and Accessibility**

Date

Kathleen Henschel, Director

City of Sault Ste. Marie - Senior Services Drop-In Centre

Date

Christian Provenzano, Mayor

Date

Malcolm White, City Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget for expenses related to the Recipient’s seniors active living centre program, as set out in the Funding Letter.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Funding Letter” means the letter(s) from the Province to the Recipient indicating the approved amount of the Funds to the Recipient for the Funding Year;

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in the Funding Letter.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program Guidelines” means the Province’s program guidelines, issued April 2018, and revised from time to time by the Province, containing terms and conditions in respect of seniors active living centre program funding.

“Project” means the undertakings approved by the Province in accordance with the *Seniors Active Living Centres Act, 2017*, in support of the Recipient’s seniors active living centre program, as set out in the Funding Letter.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and shall continue until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient at regular intervals determined by the Province, with notice to the Recipient, as set out in the Funding Letter; -; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the

amount as provided for in Schedule “B” at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, an annual report in accordance with the Program Guidelines, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that the annual report and any other reports are completed to the satisfaction of the Province; and
- (d) ensure that the annual report and any other reports are signed on behalf of the Recipient by an authorized signing officer.

- A7.2 **Record Maintenance.** The Recipient will keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section A7.2;
 - (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
 - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act (Ontario)*.
- ## A8.0 COMMUNICATIONS REQUIREMENTS
- A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:
- (a) acknowledge the support of the Province for the Project; and

- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

- A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

- A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).
- A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.
- A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**
- A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
 - (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.
- A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remedyng. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province

of Ontario on accounts receivable.

- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.
- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maintenance and Operating	See Ministry for Seniors and Accessibility Funding Letter
Special Grant	See Ministry for Seniors and Accessibility Funding Letter
Maximum Funds	See Ministry for Seniors and Accessibility Funding Letter
Expiry Date	Until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$2,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Anita Koch</p> <p>Position: Senior Program Consultant</p> <p>Address: 777 Bay Street, 6th Fl, Toronto ON M5G 2C8</p> <p>Phone: 416-212-0491</p> <p>Email : anita.koch@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient (Program management)	<p>Name: Virginia McLeod</p> <p>Position: Manager of Recreation & Culture Division</p> <p>Address: 99 Foster Drive, Sault Ste. Marie ON P6A5X6</p> <p>Phone: 705-759-5311</p> <p>Email: v.mcleod@cityssm.on.ca</p>

<p>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</p>	<p>Name: Jacob Bruzas Position: Manager of Audits and Capital Planning Address: 99 Foster Drive, Sault Ste. Marie ON P6A5X6 Phone: 705-759-5356 Email: j.bruzas@cityssm.on.ca</p>
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Additional Provisions:

1. Objective

The Funds are provided for the objective of promoting active and healthy living, social engagement and learning for persons who are primarily seniors by providing them with activities and services. All Funds provided by the Province to the Recipient must be spent in support of this objective.

2. Program Guidelines

- a. The Recipient agrees to abide by all terms and conditions in the Program Guidelines in respect of the use of the Funds.
- b. The Province agrees to provide the Recipient with prompt notice of any revisions to the Program Guidelines.

- End -