

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

Monday, June 8, 2020

4:30 pm

Council Chambers
Civic Centre

	Pages
1. Adoption of Minutes	13 - 25
Mover Councillor S. Hollingsworth Seconder Councillor C. Gardi Resolved that the Minutes of the Regular Council Meeting of 2020 05 25 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 P. Christian Seconder Councillor M. Scott Resolved that the Agenda for 2020 06 08 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 June is Parks and Recreation Month	
5.2 Black Lives Matter	
6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that all the items listed under date 2020 06 08 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1

Tenders for Equipment

26 - 32

A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2020 06 08 concerning tenders for equipment be received and the that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Forestry Aerial Lift Truck	Altec Industries Ltd.	\$255,112.00
One (1) Articulated Wheel Loader	Toromont CAT	\$261,970.00
One (1) 25-ton Articulated Haul Truck	Toromont CAT	\$407,725.00
One (1) 4x4 Pickup Truck	Prouse Chevrolet	\$40,249.00
One (1) 4x2 Pickup Truck	Prouse Chevrolet	\$34,392.00

for a total amount of \$999,448.00, HST extra.

6.2

Community Museum Operating Grant ECNHS

33 - 34

A report of the Curator, Ermatinger-Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2020-121 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3

Disabled Advanced Left Turn Traffic Signals

35 - 37

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 06 08 concerning Disabled Advanced Left Turn Traffic Signals be received as information.

6.4

Northern Avenue Improvements

38 - 45

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

The relevant By-law 2020-123 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5 Pointe Des Chenes – Lions Club Operating Agreement 46 - 50

A report of the Director of Engineering is attached for the consideration of Council.

The relevant By-law 2020-119 is listed under Agenda item 11 and will be read with all by-laws under that item.

6.6 Transition of Blue Box to Full Producer Responsibility 51 - 55

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Director of Public Works dated 2020 06 08 concerning the Transition of Blue Box to Full Producer Responsibility be received; further,

Whereas the amount of single-use plastics leaking into our lakes, rivers, waterways is a growing area of public concern; and

Whereas reducing the waste we generate and reincorporating valuable resources from our waste stream into new goods can reduce green house gases significantly; and

Whereas the transition to full producer responsibility for packaging, paper and paper products is critical to reducing waste, improving recycling and driving better economic and environmental outcomes; and

Whereas the move to a circular economy is a global movement, and that the transition of Blue Box programs would go a long way toward this outcome; and

Whereas the City of Sault Ste. Marie is supportive of a timely, seamless and successful transition of Blue Box programs to full financial and operational responsibility by producers of packaging, paper and paper products; and

Whereas the Association of Municipalities of Ontario has requested municipal governments with Blue Box programs to provide an indication of the best date to transition our Blue Box program to full producer responsibility;

Now Therefore Be It Resolved that the City of Sault Ste. Marie would like to transition its Blue Box program to full producer responsibility by September 30, 2023 and

That this decision is based on the following rationale:

1. The City's current contract with GFL for the collection and processing

of blue box material expires September 30, 2022 with an option to extend.

2. If the City and GFL are able to agree on a contract extension, it would allow the City of Sault Ste. Marie to continue with its current collection system while concurrently working towards our transition to full producer responsibility.
3. Support of recycling industry, business and free enterprise.

And that the City of Sault Ste. Marie would be interested in providing contract administration services to Producers should we be able to arrive at mutually agreeable commercial terms.

6.7 Elimination of Single Source Plastics 56 - 58

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Supervisor of Waste Management dated 2020 06 08 concerning Elimination of Single Source Plastics be received and that Council support staff participation as a municipal stakeholder in the consultation process regarding transition of the blue box to full producer responsibility.

6.8 Licensing By-law 93-206 Amendment 59 - 60

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2020-114 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9 COVID-19 – Outdoor Patios 61 - 88

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

The relevant By-law 2020-122 to approve a standard form of agreement and to delegate signing authority to the Director of Planning and Enterprise Services (or delegate) is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 06 08 concerning outdoor patios be approved subject to the following:

1. All existing patio licence of occupation approvals be repealed and re-issued to include the required 2 m separation for the patio and all components including seating, walkway, entranceway, etc. All new patio approvals will have to be designed to meet the 2 m physical distancing recommendation. This will be done at no cost to the business.
2. Seasonal patios may occupy up to 25% of the total required parking spaces in any yard that does not abut a residentially zoned lot for a maximum of six consecutive months.
3. All fees be waived for patio approvals through to December 31, 2020.

6.10	Huron Street Welcome Sign	89 - 91
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A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 06 08 concerning the Huron Street welcome sign be received and that Council authorize an expenditure not to exceed \$40,000 of previously approved funds to complete this project.

7.	Reports of City Departments, Boards and Committees
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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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7.4	Public Works and Engineering Services
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7.4.1	West End Sewage Treatment Plant Phase I Upgrades	92 - 109
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A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

The relevant By-laws 2020-116 and 2020-117 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.5	Fire Services
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7.6	Legal
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7.7	Planning
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- 7.8 Boards and Committees**
- 8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**
- 8.1 Waiving Building Permit Fees**
- Mover Councillor M. Shoemaker
Seconder Councillor M. Scott
Whereas the economic impact of COVID-19 is likely to affect the local and global economy for many months beyond the return of the economy to relative normalcy; and
- Whereas governments around the world, and at all levels across Canada are attempting to stimulate the economy into recovery for the benefit of their residents; and
- Whereas the City of Sault Ste. Marie wishes to contribute to the stimulation of the local economy for the benefit of local residents and businesses;
- Now Therefore Be It Resolved that staff examine the impact of a reduction of up to 25% in local building permit fees and make a recommendation on whether a reduction can be implemented, and a recommendation on the extent of any proposed reduction to spur or advance local developments that might not otherwise have been completed in 2020;
- Further Be It Resolved that any proposed reduction expire as of December 31, 2020 and that staff report on any proposed reduction by July 2020.
- 8.2 Broadband Internet Access**
- Mover Councillor P. Christian
Seconder Councillor C. Gardi
Whereas the COVID-19 pandemic has had a significant impact on our economy and our education system; and
- Whereas a number of people have had to work from home and all of our students, at every level, have had to migrate to online learning from home; and
- Whereas the transition from external workspace and education space to home work space and education space requires affordable access to the internet and dependable, quality connectivity; and
- Whereas it is clearly evident that not all parts of Sault Ste. Marie, or areas of the larger Algoma community where many people who work and learn in Sault Ste. Marie reside, have access to an affordable, dependable and quality internet connection;
- Now Therefore Be It Resolved that Sault Ste. Marie City Council hereby calls

on both the Provincial and Federal Governments to prioritize an immediate investment in broadband infrastructure to ensure that all people and communities within Sault Ste. Marie and Algoma have access to affordable, dependable and quality internet.

Further Be it Resolved that the City work with any interested community partners, specifically including the Sault Ste. Marie Innovation Centre, to lobby both the Provincial and Federal Governments to make said investment.

8.3

Regional Reopening (COVID-19)

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Whereas Ontario has for several months now been in the grips of a COVID-19 pandemic which has caused many Ontarians to be ill and has taken a terrible toll in lives lost, especially among our elderly citizens; and

Whereas on the advice of Provincial public health officials significant lockdown orders were issued on a province-wide basis which brought about the closure of most businesses and many public spaces and facilities in an effort to contain the spread of the COVID-19 virus; and

Whereas while those measures did help to contain the spread of the virus and save lives here in the Sault and in Algoma generally, they also had the effect of putting many people out of work and placing many businesses and people under severe financial stress; and

Whereas acknowledging that the spread of the virus and its impact on people has been uneven across the province, with the Greater Toronto area facing much bigger challenges while communities like the Sault have seen relatively fewer of the potentially devastating effects of COVID-19; and

Whereas since the City of Sault Ste. Marie and District of Algoma generally have been relatively successful in containing the spread of the virus and limiting the strain on the health care system and as such have very positive results as measured against the indicators commonly suggested as a guide to re-opening; and

Whereas given that the continuation of the province-wide shutdown of businesses and other facilities and enterprises in Sault Ste. Marie will unnecessarily cause continued unemployment, financial hardship, damage to business and the economy and increased stress among citizens,

Now Therefore Be It Resolved that:

1. The Mayor be authorized to write to the Chief Medical Officer of Health for Algoma, the Chief Medical Officer of Health for Ontario, the member of Provincial Parliament for Sault Ste. Marie and Algoma, the Minister of Health for Ontario and the Premier of Ontario expressing strong support for the implementation of a regional approach to reopening if communities can meet defined public health metrics and

requesting that the City of Sault Ste. Marie and Algoma District should be permitted to develop and implement such a reopening plan of its own.

2. The letter convey to the recipients both a concern for other areas of the province harder hit than Sault Ste. Marie, but also a clear recognition of the fact that circumstances have fortunately been much better in our city, and that ongoing application of a province wide shutdown approach will cause continued unnecessary economic and social disruption including high unemployment, financial hardship, business failure and social problems in Sault Ste. Marie whereas our own area's reopening plan will give us an opportunity to get people back to work and see life return to at least a new normal for the people of our city and district.
3. City staff be directed to develop, for discussion with the District Medical Officer of Health and the community at large, a responsible re-opening plan, based on the Framework for Reopening the Province, which reflects the readiness of Sault Ste. Marie and the Algoma District to reopen more rapidly and provides a framework within which this can be done safely and respecting public health requirements in areas such as child care, hospitality and public transportation, to report back to City Council as soon as possible.

8.4

Financial Assistance for Municipalities (COVID-19)

Mover Councillor R. Niro

Seconder Councillor C. Gardi

Whereas the 2019 novel coronavirus (COVID-19) has impacted municipalities throughout Canada including our own community of Sault Ste. Marie; and

Whereas during this pandemic, the Federal and Provincial Governments have rolled out numerous support programs for large and small businesses, employers, employees, seniors, and students; and

Whereas the Federal and Provincial Governments have provided billions of dollars in relief during this pandemic to these various groups through their support programs; and

Whereas despite repeated requests by the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO), to date, there have been no announcements regarding relief funding to cope with municipal budget deficits created by the pandemic; and

Whereas the COVID-19 financial impact to the City of Sault Ste. Marie to May 31, 2020 is \$1,000,000 to the Operating Budget, and a further \$2,000,000 to the Capital Funding Budget; and

Whereas if closures and other COVID-19 restrictions last into the fall our City's budget deficit can only increase; and

Whereas reopening City Services after COVID-19 may result in additional

expenses as municipalities adhere to new restrictions of providing services; and

Whereas municipalities, including Sault Ste. Marie, have no freedom to run deficits, and the only primary means of collecting revenue to provide City services is through property taxation, facility rentals, and Transit revenue; and

Whereas during COVID-19 the Federal and Provincial governments have done commendable work in getting through the health side of this pandemic, as well as providing financial relief to the various groups;

Now Therefore Be It Resolved that the City of Sault Ste. Marie request that the Federal and Provincial governments extend emergency funding to municipalities to mitigate the financial impact of COVID-19 so that Sault Ste. Marie can continue to provide essential services without considering cuts in service or increases to the taxpayers who may have already been negatively impacted by COVID-19; and

Further Be It Resolved that copies of this resolution, along with a letter from Mayor Provenzano, be forwarded to: the Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Doug Ford, Premier of Ontario, the Honourable Catherine McKenna, Minister of Infrastructure and Communities, Terry Sheehan, MP City of Sault Ste. Marie, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Ross Romano, Minister of Colleges and Universities, MPP City of Sault Ste. Marie.

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 P. Christian

Seconder Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date 2020 06 08 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 2020-114 (Licensing) Amending By-law 93-206 (Lotteries)

110 - 110

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2020-114 being a by-law to amend By-law 93-206 (being a by-law to provide for licensing of lotteries) be passed in open

Council this 8th day of June, 2020.

11.1.2	By-law 2020-116 (Engineering) West End Waste Water Treatment Plant Maple Reinders Constructors Ltd.	111 - 144
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor C. Gardi	
	Resolved that By-law 2020-116 being a by-law to authorize the execution of the Contract between the City and Maple Reinders Constructors Ltd. for the West End Water Treatment Plant Phase I Upgrades (Contract 2019-13E) be passed in open Council this 8th day of June, 2020.	
11.1.3	By-law 2020-117 (Engineering) AECOM Fee Addendum	145 - 146
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor C. Gardi	
	Resolved that By-law 2020-117 being a by-law to authorize the execution of the Fee Addendum Authorization for the West End Water Pollution Control Plant Phase I Upgrades be passed in open Council this 8th day of June, 2020.	
11.1.4	By-law 2020-119 (Agreement) Pointe Des Chenes	147 - 153
	A report from the Director of Public Works is on the Agenda.	
	Mover Councillor P. Christian	
	Seconder Councillor C. Gardi	
	Resolved that By-law 2020-119 being a by-law to authorize the execution of the Agreement between the City and The Lions Club of Sault Ste. Marie for the maintenance and operation of the campground be passed in open Council this 8th day of June, 2020.	
11.1.5	2020-120 (Street Assumptions) Various	154 - 155
	Mover Councillor P. Christian	
	Seconder Councillor C. Gardi	
	Resolved that By-law 2020-120 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 8th day of June, 2020.	
11.1.6	By-law 2020-121 (Grant) Community Museums	156 - 156

A report from the Curator is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2020-121 being a by-law to authorize the approval to apply for the annual Community Museums Operating Grant (CMOG), Ministry of Culture, through Grants Ontario be passed in open Council this 8th day of June, 2020.

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| 11.1.7 | By-law 2020-122 (Agreement) Outdoor Patios | 157 - 164 |
| A report from the Director of Planning and Enterprise Services is on the Agenda. | | |
| | Mover Councillor P. Christian | |
| Seconder Councillor C. Gardi | | |
| | Resolved that By-law 2020-122 being a by-law to approve the standard form of a Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie be passed in open Council this 8th day of June, 2020. | |
| 11.1.8 | By-law 2020-123 (Agreement) Northern Avenue Improvements | 165 - 168 |
| A report from the Manager of Design and Transportation Engineering is on the Agenda. | | |
| | Mover Councillor P. Christian | |
| Seconder Councillor C. Gardi | | |
| | Resolved that By-law 2020-123 being a by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the Northern Avenue Improvements (Contract 2020-5E) be passed in open Council this 8th day of June, 2020. | |
| 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 | |

- two proposed acquisitions or dispositions of land; and
- one matter subject to solicitor/client privilege

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

Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; and section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

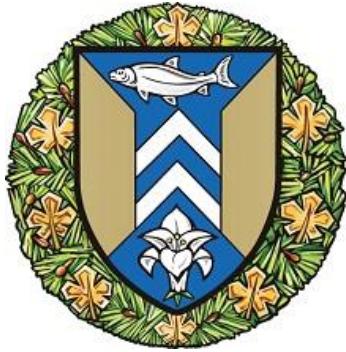
14.

Adjournment

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, May 25, 2020

4:30 pm

Council Chambers
Civic Centre
by teleconference

Present:

Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent:

Councillor L. Vezeau-Allen

Officials:

M. White, R. Tyczinski, L. Girardi, T. Vair, S. Schell, K. Fields, P. Johnson, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, M. Borowicz-Sibenik, B. Lamming, T. Vecchio, M. Zuppa, D. Hollingsworth, T. Anderson, F. Pozzebon, V. McLeod, T. Reid, F. Coccimiglio, H. Stevenson

13. Closed Session

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that this Council proceed into closed session to discuss two matters subject to solicitor/client privilege:

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

Municipal Act section 239(2)((f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Carried

1. Adoption of Minutes

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of 2020 05 11 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 – Police Services Contract – Prince Township

Prince Township is a client of law firm.

3.2 Councillor M. Shoemaker - By-law 2020-115 (Agreement) Prince Township Policing Services

Prince Township is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the Agenda for 2020 05 25 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 National AccessAbility Week

5.2 Brain Tumour Awareness Month

5.3 Spina Bifida and Hydrocephalus Awareness Month

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that all the items listed under date 2020 05 25 – Agenda item 6 – Consent Agenda save and except Agenda items 6.1 and 6.6 be approved as recommended.

Carried

6.2 First Quarter Financial Report – March 31 2020

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Audits and Capital Planning dated 2020 05 25 concerning First Quarter Financial Report to March 31, 2020 be received as information.

Carried

6.3 RFP – Engineering Services – Multi-Use Path and Bridge – Phase One Northern Community Centre

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

The relevant By-law 2020-111 is listed under item 11 of the Minutes.

6.4 Tenders for Equipment

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2020 05 25 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Tri-axle float trailer	McDowell Brothers Ind.	\$46,539.35
One (1) Roll off truck	Rush Truck Centres	\$205,121.48
One (1) 14000 GVW gasoline service truck	Commercial Truck Equipment	\$87,872.00
One (1) 4x4 pickup truck	Prouse Chevrolet	\$37,300.00
Four (4) compactor wheels	Toromont CAT	\$108,829.89

for a total of \$485,662.72 HST extra.

Carried

6.5 Unsung COVID-19 Heroes Terms of Reference

The report of the City Clerk was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the City Clerk dated 2020 05 25 concerning Terms of Reference for Unsung COVID-19 Heroes selection committee be received and that the terms of reference be approved.

Carried

6.7 Park Revitalization Plan

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Director of Community Services dated 2020 05 25 be received and the five-year park revitalization plan be approved;

Further that a capital request for park revitalization be submitted as part of the 2021 Budget prioritization exercise.

Carried

6.8 Management Agreement – Economic Development Corporation

The report of the Director of Economic Development was received by Council.

The relevant By-law 2020-110 is listed under item 11 of the Minutes.

6.9 City Parking Lots at Ken Danby Way and Russ Ramsay Way

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Community Services dated 2020 05 25 concerning City Parking Lots at Ken Danby Way and Russ Ramsay Way be received and that phase 1 (redevelopment of the parking lot at Russ Ramsay Way and the Seniors Centre) be referred to the 2021 capital budget.

Carried

6.10 2020 Resurfacing Program

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Director of Engineering dated 2020 05 25 concerning 2020 Resurfacing Program be received, that \$1M of 2020 capital funds be re-allocated to the miscellaneous paving budget, and that the 2020 road resurfacing program be approved.

Carried

6.11 Andrew and Albert Street Intersection Improvements

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 05 25 concerning Andrew and Albert Street Intersection Improvements be received as information.

Carried

(It is understood that a flashing red light will be installed at the new stop sign for eastbound traffic on Albert Street.)

6.12 DSSMSSAB Supra Box Key Agreement

The report of the Fire Chief was received by Council.

The relevant By-law 2020-39 is listed under item 11 of the Minutes.

6.13 Town of Bruce Mines – Building Inspection Services

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

The relevant By-law 2020-113 is listed under item 11 of the Minutes.

6.14 Licence to Occupy – Algoma Common Elements Condominium Corporation No. 21

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-law 2020-112 is listed under item 11 of the Minutes.

6.15 Accessibility Status Report 2020

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 05 25 concerning the Accessibility Status Report 2020 be received as information.

Carried

6.16 Insurance Renewal Update

The report of the City Solicitor was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the City Solicitor dated 2020 05 25 concerning Insurance Renewal Update be received and the increase incurred in this year, being greater than stated in the original Council report and the CAO approval limit, be approved.

Carried

6.1 Police Services Contract – Prince Township

Councillor M. Shoemaker declared a conflict on this item. (Prince Township is a client of law firm.)

The report of the CAO was received by Council.

The relevant By-law 2020-115 is listed under item 11 of the Minutes.

6.6 Additional Dog Park

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated 2020 05 25 concerning Additional Dog Park be received and that staff be authorized to begin community consultation.

Majority	For	Against	Absent
Mayor C. Provenzano		X	
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		

Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	5	5		1

Tied, Defeated

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 COVID-19

7.1.1.1 CAO COVID-19 Update

The CAO presented an update regarding the current situation regarding the COVID-19 pandemic locally.

7.1.1.2 Economic Development Strategy and COVID-19 Business Recovery

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 05 25 be received as information.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

7.1.1.3 Financial Implications of City's COVID-19 Response

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 05 25 concerning the financial impacts of the City's COVID-19 response be received as information.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

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

8.1 Priority Cycling Routes and Multi-Use Paths

Moved by: Councillor D. Hilsinger

Seconded by: Councillor M. Bruni

Whereas on February 24, 2020 Council approved five new priority cycling routes (Lake Street, MacDonald Avenue, North Street, Korah Road and Goulais Avenue) and two multi-use paths (Northern Community Centre and James Street/Machine Shop) to be completed in 2020; and

Whereas staff advised in the February 24, 2020 Council report that public notice to neighbours fronting on roads where the cycling routes/paths are proposed would be given and public information sessions hosted; and

Whereas the COVID-19 pandemic has impacted the ability to hold public gatherings; and

Whereas it is critical that construction of priority cycling routes and multi-use paths begin as soon as possible in order to complete the projects in the 2020 construction season

Now Therefore Be It Resolved that public notice be given in accordance with the guidelines set out in the January 20, 2020 Council report for the priority cycling routes and multi-use paths without holding public information sessions.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – COVID-19 Pandemic.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		

Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	

Carried

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that City Council rise from Committee of the Whole without reporting.

Majority	For	Against	Absent	
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen				X
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	

Carried

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date 2020 05 25 save and except By-law 2020-115 be approved.

Carried

11.1 By-laws before Council to be passed which do not require more than a simple majority

11.1.1 By-law 2020-39 (Agreement) Supra Box Keys

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-39 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for the use and responsibilities of the Supra Box key system assigned to Fire Services and Emergency Medical Services (EMS) be passed in open Council this 25th day of May, 2020.

Carried

11.1.2 By-law 2020-110 (Agreement) EDC Management Agreement

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-110 being a by-law to authorize the execution of the Management Agreement between the City and the Sault Ste. Marie Economic Development Corporation for administration and services be passed in open Council this 25th day of May, 2020.

Carried

11.1.3 By-law 2020-111 (Agreement) Multi-Use Path and Bridge Northern Community Centre

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-111 being a by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated for the provision of engineering services associated with the design, tendering and contract administration of the Multi-Use Path and Bridge to be located at the Northern Community Centre be passed in open Council this 25th day of May, 2020.

Carried

11.1.4 By-law 2020-112 (Agreement) Algoma Condo Corp. 21 Crimson Ridge Drive

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-112 being a by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 to permit the continued use of a portion of City lands located at the intersection of Fourth Line West and Crimson Ridge Drive as an entranceway consisting of a boulevard, building and entrance sign be passed in open Council this 25th day of May, 2020.

Carried

11.1.5 By-law 2020-113 (Agreement) Bruce Mines Building Inspection Services

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-113 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Town of Bruce Mines for the City to provide plans examination and building inspection services for the Town, which are limited to the completion of single projects within the Town be passed in open Council this 25th day of May, 2020.

Carried

11.1.6 By-law 2020-115 (Agreement) Prince Township Policing Services

Councillor M. Shoemaker declared a conflict on this item. (Prince Township is a client of law firm.)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-115 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the provision of police services be passed in open Council this 25th day of May, 2020.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	conflict		
Councillor M. Bruni	X		
Councillor R. Niro		X	
Councillor C. Gardi	X		
Councillor M. Scott		X	
Results	7	2	1

Carried

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**

14. Adjournment

Moved by: Councillor R. Niro

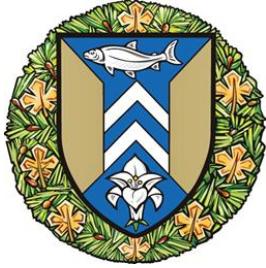
Seconded by: Councillor M. Shoemaker

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tenders for Equipment – Group #3

PURPOSE

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. Tenders closed on April 16, 2020 at 12:00 noon local time.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on their respective summaries.

FINANCIAL IMPLICATIONS

The total purchase price for this equipment replacement is \$1,017,038.28 including non-rebatable HST.

The Council approved 2020 Capital Budget for Public Works Equipment of \$1,384,500.00, and the Council approved 2020 Capital Budget for Landfill Equipment of \$1,623,500.00 included acquisition of this equipment.

STRATEGIC PLAN / POLICY IMPACT

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

Tender for Equipment – Group #3

2020 06 08

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 06 08 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Forestry Aerial Lift Truck	Altec Industries Ltd.	\$255,112.00
One (1) Articulated Wheel Loader	Toromont CAT	\$261,970.00
One (1) 25-Ton Articulated Haul Truck	Toromont CAT	\$407,725.00
One (1) 4X4 Pickup Truck	Prouse Chevrolet	\$40,249.00
One (1) 4X2 Pickup Truck	Prouse Chevrolet	\$34,392.00

for a total amount of \$999,448.00, HST extra, be approved.

Respectfully submitted,



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

**FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: \$1,384,500**

Received: April 16, 2020
File: 2020PWE-PWT-12-T

**SUMMARY OF TENDERS
ONE (1) FORESTRY AERIAL LIFT TRUCK**

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Allan Fye Equipment Ltd. Concord, ON					Bid Irregular
Altec Industries Ltd. Milton, ON	2021 Altec LR760E70	370 w/days	5 years/100,000 km	\$255,112.00	Meets specifications

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

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

The total cost to the City will be \$259,601.97 including the non-rebatable portion of the HST.

It is my recommendation that the tendered, submitted by Altec Industries Ltd., be accepted.

Tim Gowans
Manager of Purchasing

**FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Landfill Allocation: \$1,623,500**

Received: April 16, 2020
File: 2020PWE-PWT-14-T

**SUMMARY OF TENDERS
ONE (1) ARTICULATED WHEELED LOADER**

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2020 John Deer 644L	70-90 w/days	5 years/6,000 hours	\$296,600.00	Meets specifications
Hood Equipment Canada Rosslyn, ON	2020 Hyundai HL960	90 w/days	5 years/10,000 hours	\$228,243.00	Does not meet specifications
Readyquip Sales and Service Ltd. Timmins, ON	2020 JCB 457HT	60 w/days	2 years/2,000 hours	\$330,336.68	Meets specifications
Strongco Limited Partnership Mississauga, ON	2020 Volvo L110H	120-150 w/days	1 year/2,500 hours	\$228,230.00 Note: Price in USD	Meets specifications
Toromont CAT Sault Ste. Marie, ON	2020 CAT 950GC	45 w/days	1 year	\$261,970.00	Meets specifications

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

The total cost to the City will be \$266,580.67 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Toromont CAT, be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Landfill Allocation: \$1,623,500

Received: April 16, 2020
File: 2020PWE-PWT-15-T

SUMMARY OF TENDERS
ONE (1) 25-TON 6X6 ARTICULATED HAUL TRUCK

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2019 John Deer 260E	70-90 w/days	5 years/5,000 hours	\$430,000.00	Meets specifications
Strongco Limited Partnership Mississauga, ON	2020 Volvo a25g	120-150 w/days	1 year/2,500 hours	\$310,840.00 Note: Price in USD	Meets specifications
Toromont CAT Sault Ste. Marie, ON	2020 CAT 725	45 w/days	1 year	\$407,725.00	Meets specifications

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

The total cost to the City will be \$414,900.96 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Toromont CAT, be accepted.

Tim Gowans
Manager of Purchasing

**FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Landfill Allocation: \$1,623,500**

Received: April 16, 2020
File: 2020PWE-PWT-17-T

**SUMMARY OF TENDERS
ONE (1) 4X4 1/2 TON GASOLINE PICKUP TRUCK**

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
Northside Toyota Sault Ste. Marie, ON	2020 Toyota Tundra	30 w/days	5 years/100,000 km	\$48,351.70	Meets specifications
Prouse Chevrolet Sault Ste. Marie, ON	2020 Chevrolet Silverado 1500	50 w/days	3 years/60,000 km	\$40,249.00	Meets specifications

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

The total cost to the City will be \$40,957.38 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Prouse Chevrolet, be accepted.

Tim Gowans
Manager of Purchasing

**FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: \$1,384,500**

Received: April 16, 2020
File: 2020PWE-PWT-23-T

**SUMMARY OF TENDERS
ONE (1) 1/2 TON GASOLINE PICKUP TRUCK**

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Prouse Chevrolet Sault Ste. Marie, ON	2020 Cherolet Silverado	50 w/days	3 years/60,000 km	\$34,392.00	Meets specifications

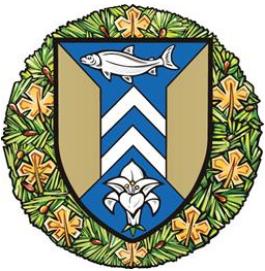
Note: The low tendered price, meeting specifications, is boxed above.

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

The total cost to the City will be \$34,997.30 including the non-rebatable portion of the HST.

It is my recommendation that the tendered, submitted by Prouse Chevrolet, 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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Kathy Fisher, Curator
DEPARTMENT: Community Development and Enterprise Services
RE: Community Museum Operating Grant ECNHS

PURPOSE

This is a request for Council's approval to apply for the annual Community Museums Operating Grant (CMOG), Ministry of Culture, through Grants Ontario.

BACKGROUND

A community museum is required to meet the Provincial Standards for museums before funding through the CMOG program can be considered. The standards consist of ten areas: governance, community, finance, collections, conservation, education, exhibition, research, human resources, and physical plant.

The Historic Sites Board and staff of the Ermatinger•Clergue National Historic Site have diligently worked towards meeting the standards with excellence, and continue to strive for this level of standard.

ANALYSIS

Each year Grants Ontario requires an Annual Report, which includes statistical information regarding visitation, volunteers, programs, and collections. Audited financial statements and details of financial accounts regarding the operations of the museum accompany the annual application. The Provincial grant application process assists the City in securing financial operating funding, as well as ensures that the staff and volunteers are meeting Provincial community museum standards of operation. These standards ensure that we operate as stewards of conservancy and education.

FINANCIAL IMPLICATIONS

The Historic Sites Board has successfully received an annual amount of \$18,780 from this program to assist in the operational expenses in running the community museum.

Community Museum Operating Grant

2020 06 08

Page 2.

STRATEGIC PLAN / POLICY IMPACT

As part of the governance standard, it is mandatory that the Historic Sites Board continue to update the strategic plan for the Site, and to have it relate to the Municipal Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

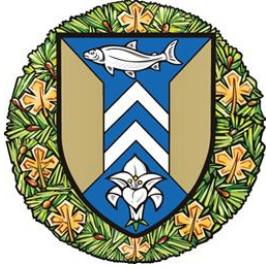
“That the report of the Curator of the Ermatinger•Clergue National Historic Site dated 2020 06 08 concerning the Community Museums Operating Grant be received and that the request of the Historic Sites Board to submit an application to the Community Museums Operating Grant program be approved.”

“The relevant By-law 2020-121 is listed elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Kathy Fisher, Curator
Ermatinger•Clergue National Historic Site
705.759.5443
k.fisher@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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, Manager, Design and Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Disabled Advanced Left Turn Traffic Signals

PURPOSE

The purpose of this report is to address the Council resolution from April 1, 2019, which reads:

Mover: Councillor M. Shoemaker
Seconder: Councillor M. Scott

Whereas many traffic signals in Sault Ste. Marie have advanced signals for the better movement of traffic during peak traffic hours; and

Whereas many drivers have experienced the situation where no other vehicles are at the intersection and the advanced traffic signal is illuminated; and

Whereas during off-peak traffic hours, advanced traffic signals serve only to delay vehicles for a longer period of time at intersections; and

Whereas delaying vehicles at intersections when such a delay is unwarranted adds to carbon emissions.

Now Therefore Be It Resolved that staff be requested to report on the feasibility of disabling advanced traffic signals at all (or mostly all) of the intersections in the City with advanced signals from 9 p.m. nightly until 6 a.m. the following morning.

BACKGROUND

This resolution is a result of motorists requesting that advanced left turns be disabled during non-peak hours to reduce wait times at traffic signals.

The City of Sault Ste. Marie has 77 signalized intersections, 37 of which have advanced left turns. Each of these intersections has a controller that is

programmed with signal timing plans that dictate the red, green, amber and advanced turning times within the intersection in all directions. There may be several timing plans at an intersection with varying times to account for higher traffic volumes during different times of day.

ANALYSIS

In order to optimize traffic signal operations and identify efficiencies in traffic signal management, the City has recently purchased and implemented a new Centracs traffic data collection and analytics software system.

Public Works Traffic Operations staff have recently completed phase one of installing Centracs. The current module that the City has installed can remotely monitor up to 25 signalized intersections. In this initial phase, the City only monitors operations; however, phase two of the project is anticipated to be complete later this year, which will allow signal operation modifications to occur remotely and on a daily basis.

The Centracs software will have the capabilities to adjust signal timing plans according to traffic conditions by providing uninterrupted data collection and monitoring of performance. The system can automatically optimize traffic signal programming according to traffic conditions on a continual basis. The system is designed to run daily analysis through an algorithm comparing daily events such as vehicle delay, pedestrian delay, peak hour traffic volumes etc. When this program is running, it will have the capability to change timing plans based on experience. If vehicles are waiting unnecessarily in the evening hours for advanced turn phases, then timing plans will be automatically adjusted to shorten or eliminate advanced turns during these hours.

Therefore, while it is possible to program signal timing plans manually into each controller that would eliminate left turn phases during off-peak hours, it would be better to utilize the newly purchased Centracs system to optimize timing plans and reduce unnecessary wait times for motorists. Traffic operations staff have indicated this implementation will be complete in 2020.

FINANCIAL IMPLICATIONS

There is no impact to City budgets due to this report.

STRATEGIC PLAN / POLICY IMPACT

Traffic related recommendations are related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

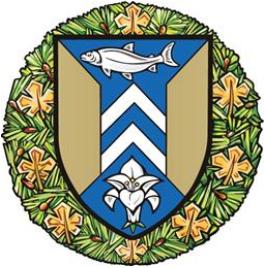
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 03 23 concerning Disabled Advanced Left Turn Traffic Signals be received as information.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Northern Avenue Improvements

PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-5E. The project includes the resurfacing of Northern Avenue from Reid Street to Pine Street, the conversion from four lanes to three lanes with dedicated painted bicycle lanes between North Street and Pine Street, construction of a new Transit Hub at Sault College and construction of a small access road for the College.

BACKGROUND

Council approved the Northern Avenue Improvements in the 2020 Capital Budget.

Tenders were received via email submission for Contract 2020-5E and were opened on Wednesday, May 27, 2020. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff. Tender results were made public on the City website immediately following.

ANALYSIS

A total of two (2) tenders were received. All tenders submitted were found to be complete. The low tender of \$1,724,080.56 (excluding HST) was received from Avery Construction Limited.

FINANCIAL IMPLICATIONS

There are several financial components to this project. Within the tender amount, the Northern Avenue Improvements is valued at \$1,393,095.22, the Transit Hub is \$280,047.51 and the Sault College access road is \$50,937.83. The Transit Hub and the Sault College access road are provisional sections in the contract. The Transit Hub is conditional on the City entering into a transfer payment agreement with the Province for the Investing in Canada Infrastructure Program: Public Transit Stream and the Sault College access Road is conditional on an agreement with the College confirming they are paying for that work. The Community Development and Enterprise Services Department will bring a report to Council at a later date to approve the Transfer Payment Agreements at which time, Avery Construction can begin work on those provisional sections of this contract.

Northern Avenue Improvements

2020 06 08

Page 2

For the Northern Avenue portion of the project, when non-recoverable HST and an allowance for engineering are added, the City's cost to complete this project is projected to be \$1,507,875. This is below the 2020 capital budget, Federal Gas Tax and OCIF allocation of \$3,020,000 for this project. Reasons for the large discrepancy are that staff had over compensated for previous years where prices were coming in very high, allowances were added for traffic control equipment that ended up not being required and a local company has added road building/paving to their services which has resulted in paving being extremely competitive in 2020.

After this tender, the total 2020 Capital Roads budget is under by \$3.2 million. Council allocated \$1.0 million of the underrun to Miscellaneous Paving/Resurfacing on May 25, 2020. Of the remaining \$2.2 million, \$0.4 million is dedicated funding and \$1.8 million will be available for other capital projects in 2020 or 2021.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated 2020 06 08, concerning the Northern Avenue Improvements, be received and the recommendation that Contract 2020-5E be awarded to Avery Construction Limited, be approved.

By-law 2020-123 authorizing execution of Contract 2020-5E appears elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiell, P. Eng.
Manager, Design & Transportation
Engineering
705.759.5379
c.rumiell@cityssm.on.ca

May 28, 2020

Ref. No. 2009.05

City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Attention: **Carl Rumiel, Manager**
Design and Transportation Engineering

Re: **City Contract No. 2020-5E**
Northern Avenue Improvements

Dear Mr. Rumiel:

We have reviewed the tenders received by the City Clerk at Tenders.Engineering@cityssm.on.ca on May 27, 2020 for the above-noted Contract and present herein our Tender Report and Recommendations.

Introduction

The tendered work generally consists of supplying all materials, labour and equipment necessary to construct improvements in the Northern Avenue corridor between North Street and Pine Street, a total length of approximately 1700 metres, including pavement rehabilitation, curb repairs, new sidewalk and other related work.

The contract was publicly advertised in The Sault Star on Saturday, April 25, 2020. Tender documents were made available to contractors commencing Tuesday, April 29, 2020. There were a total of four (4) registered plan takers. Documents were also provided to the Sault Ste. Marie Construction Association.

During the tender period, various inquiries from plan takers were received regarding the technical specifications and drawings. Three (3) Addenda were issued to provide clarification on issues during the tender period.

Summary of Tenders

Two (2) bids were received by the City Clerk at Tenders.Engineering@cityssm.on.ca prior to the tender closing deadline of 3:00 p.m. on Wednesday, May 27, 2020. The tenders were opened at 3:15 p.m. on the same day by City Staff. Immediately after the time of the opening, the tender prices were posted on the City website and the bids were reviewed to ensure the submissions were in general compliance with the tender documents including the required

tender deposit (ie. bid bond, certified cheque or Irrevocable Letter of Credit in the minimum amount of 10% of the Tender Price). The tender deposits were retained by the City for return to the bidders at a later date.

The following are the results, excluding HST, as read at the public opening:

Contractor	Total Tender Price
1. Avery Construction Ltd.	\$1,724,080.56
2. Ellwood Robinson Inc.	\$2,177,235.20

Following the tender opening, the submissions were forwarded via email to KEC for a detailed review including checking for any mathematical errors that would result in a change to the tender price.

Tender Review

The tenders were reviewed in detail with respect to requirements set out in the Instructions to Tenderers and the requirements identified in the Form of Tender. The following specific comments were noted from the review of the tender:

1. The tenders submitted were properly executed with the bidder's signature, witnessed and sealed.
2. The submissions were checked for mathematical errors. No errors were found.
3. The tender documents called for submission of Statements 'A' to 'D' which outline the tenderers' work experience, staff, available construction equipment and proposed sub-contractors. The bidders complied.
4. The tenderers were required to acknowledge receipt of Addenda. The bidders acknowledged receipt of the three (3) addenda issued.

Discussion

From our review of the bids received for this contract, we note that the submissions were in compliance with the requirements outlined in the tender documents. Based on the information provided and on KEC's experience working with these contractors, we are satisfied that the two tenderers have proven capabilities with similar projects and both are expected to be able to complete the proposed work within the required timeline.

With respect to the low tenderer, Avery Construction Limited, it is noted that they do not have a direct corporate history of asphalt paving. When contacted regarding this, a representative of Avery Construction confirmed that the company has recently acquired the necessary equipment and has retained experienced staff to carry out asphalt production and placement. In our estimation, Avery Construction has the necessary corporate management and required resources available to successfully carry out the asphalt paving.

The low tender price of \$1,724,080.56 (excluding HST) is reasonable for the scope of work involved in the project.

Recommendations

Based on our review of the tenders submitted and specifically the low tender submitted by Avery Construction Ltd., we believe the price quoted is reasonable for the proposed work under this Contract. Furthermore, based on our knowledge of their operations, it is our opinion that the contractor is capable of carrying out and completing the work under this contract.

We therefore recommend that the tender submitted by Avery Construction Ltd. in the amount of \$1,724,080.56 (excluding HST) be accepted for award.

Attached please find a Draft Form of Agreement for your review.

We further recommend that the Tender Securities received from both tenderers be retained until a contract has been properly and fully executed.

Please call should you have any questions or require further elaboration / clarification regarding this Tender Report.

Thank you.

Yours very truly,
Kresin Engineering Corporation



Michael Kresin, P. Eng.
Consulting Engineer

MK/eg
2009 mk tender report

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2020-5E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 9th day of June in the year 2020 by and between

Avery Construction Ltd. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the Contract Documents entitled:

Northern Avenue Improvements
CONTRACT NO. 2020-5E

which have been signed by both parties and which were assembled by Kresin Engineering Corporation under the supervision of Don Elliott, P. Eng., Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Contract Documents.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the times specified.
4. The Corporation shall pay to the Contractor monies as set forth in the Schedule of Items and Prices in accordance with the Contract Documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract items and for which no unit price,

lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post addressed as follows:

The Corporation: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Email: c.rumiel@cityssm.on.ca

The Contractor: Avery Construction Ltd.
940 Second Line West
Sault Ste. Marie, ON P6C 2L3

The Engineer: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON P6A 6J8
Email: mike@kresinengineering.ca

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Christian Provenzano

(seal)

City Clerk – Rachel Tyczinski

AVERY CONSTRUCTION LTD.

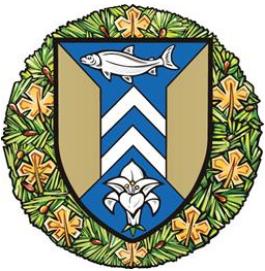
(seal)

Signature of Sign Officer

Name of Person Signing

Signature of Witness

Name of Person Signing



The Corporation of the City of Sault Ste. Marie

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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng. – Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Pointe Des Chenes – Lions Club Operating Agreement

PURPOSE

The purpose of this report is to seek Council's approval to enter into a one (1) year agreement with the Lions Club for the operation and maintenance of the campground at Pointe Des Chenes.

BACKGROUND

The Lions Club have operated the Pointe Des Chenes Family RV Park and Campground for the past 34 years. The campground includes approximately 108 campsites (tent/trailer) and is situated on a area of approximately10 acres.

ANALYSIS

A copy of the agreement and bylaw is found elsewhere on tonight's agenda for Council's approval. It is a similar agreement to that previously entered with the Lions Club. The majority of the expenditures are the responsibility of the Lions Club. The financial responsibility of the City recognizes the use by the general public of the day park and the fact that there is common infrastructure to both the campground and day park.

FINANCIAL IMPLICATIONS

The budgetary impact of entering into this agreement is minimal as it has been negotiated to mitigate the City's contribution to the operation and maintenance of the site. It is estimated that the annual expenses will be in the range of \$4,000 to \$8,000 throughout the year, again largely due to common infrastructure with the public day park (ie: water treatment plant, etc.).

Based on this operating agreement, the Lions Club may now proceed with their business plan and continue their work and support throughout the community. The list of organizations and charities assisted by the Lions Club is attached to this report.

Pointe Des Chenes – Lions Club Operating Agreement

2020 06 08

Page 2.

STRATEGIC PLAN / POLICY IMPACT

The topic of this report is not mentioned in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2020 06 08 concerning Pointe Des Chenes be received, and that Council authorize entering into a one (1) year agreement with the Lions Club for the maintenance and operation of the campground.

Bylaw # 2020-119 authorizing execution of the Agreement appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.

Director of Public Works

705.759-5207

s.hamiltonbeach@cityssm.on.ca

Attach.

2018 – 2019
Lions Club of Sault Ste Marie, Ontario
Summary of Donations

YOUTH ACTIVITIES

2310 Royal Canadian Army Cadets
High School Bursaries
Soo Peewee Hockey League
Soo Minor Baseball League
SSM Kiwanis Music Festival
District A5 Lions – Youth Contests i.e. Peace Poster Contest/Effective Speaking Contest
Lions Quest Canada

HEALTH AND WELFARE

Lions Camp Dorset – Children requiring Dialysis
Alzheimer Society
Canadian Diabetes Society – Camp Huronda

SIGHT CONSERVATION

Senior Kindergarten Vision Screening
Lions Foundation of Canada
Lions foundation of Canada – Dog Guides
Community Assistance Trust – Eyeglasses for Children and Adults

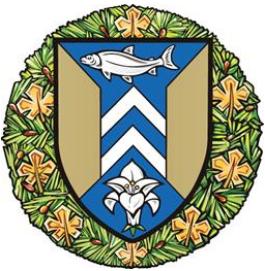
HEARING CONSERVATION

Bob Rumble Camp for the Deaf
Lions Home for the Deaf

COMMUNITY BETTERMENT

Community Assistance Trust – Administration
Sault Area Hospital Foundation – Purchase equipment for hospital
Sault Star Santa Fund
St. Vincent DePaul Soup Kitchen
Soup Kitchen Community Centre
Salvation Army Pantry
Royal Canadian Legion Memorials
Community Safety Net
Lions Club Memorial Forest

Pointe Des Chenes Family RV Park and Campground
Lions Place – Senior Citizen Housing



The Corporation of the City of Sault Ste. Marie

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

June 8, 2020

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AUTHOR: Susan Hamilton Beach, P. Eng. – Director of Public Works
DEPARTMENT: Public Works and Engineering Services
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ANALYSIS

A copy of the agreement and bylaw is found elsewhere on tonight's agenda for Council's approval. It is a similar agreement to that previously entered with the Lions Club. The majority of the expenditures are the responsibility of the Lions Club. The financial responsibility of the City recognizes the use by the general public of the day park and the fact that there is common infrastructure to both the campground and day park.

FINANCIAL IMPLICATIONS

The budgetary impact of entering into this agreement is minimal as it has been negotiated to mitigate the City's contribution to the operation and maintenance of the site. It is estimated that the annual expenses will be in the range of \$4,000 to \$8,000 throughout the year, again largely due to common infrastructure with the public day park (ie: water treatment plant, etc.).

Based on this operating agreement, the Lions Club may now proceed with their business plan and continue their work and support throughout the community. The list of organizations and charities assisted by the Lions Club is attached to this report.

Pointe Des Chenes – Lions Club Operating Agreement

2020 06 08

Page 2.

STRATEGIC PLAN / POLICY IMPACT

The topic of this report is not mentioned in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

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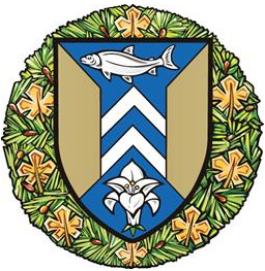
Bylaw # 2020-119 authorizing execution of the Agreement appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Director of Public Works
705.759-5207
s.hamiltonbeach@cityssm.on.ca

Attach.



The Corporation of the City of Sault Ste. Marie

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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng. Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Transition of Blue Box to Full Producer Responsibility

PURPOSE

The purpose of this report is to have Council approve a resolution as per the Call for Action by the Association of Municipalities Ontario (AMO) dated December 18, 2019 to pass such resolution regarding the transition of the blue box to full producer responsibility.

BACKGROUND

AMO is requesting a Council resolution which includes the municipality's preferred date to transition the blue box program (between January 2, 2023 and December 31, 2025). The AMO backgrounder is included for your reference. As the backgrounder states, "municipal governments have been advocating for over a decade for producers to have full fiscal and operational responsibility for end of life management of their packaging, printed paper and paper products. Producers are best positioned to reduce waste, increase the resources that are recovered and reincorporated into the economy and enable a consistent province-wide system that makes recycling easier and more accessible." It should be noted that the framework for transition has not yet been determined nor have the program details been made known. Public Works – Waste Management staff and the undersigned have participated in the workshops as a municipal stakeholder related to this matter since late 2019 and commit to continue to do so.

It has been noted that the preferred date may/may not be the date of the transition selected by the Ministry of the Environment, Conservation and Parks (MECP). The MECP is proposing that Blue Box programs be transitioned in three approximately equal stages (ie. 2023, 2024, and 2025). Criteria will be established to assess and determine the transition schedule.

ANALYSIS

Based on the current recycling contract expiry date of September 30, 2022 – with the option to extend – staff recommend that the City of Sault Ste. Marie opt for a transition date of September 30, 2023. This would be best if a one-year contract extension is possible with Green For Life (GFL).

Transition of Blue Box to Full Producer Responsibility

2020 06 08

Page 2.

There is potential for savings to the municipality, however, it is far too soon to accurately determine. It is estimated in 2020 that recycling will cost the City between \$850,000 to \$950,000. This considers contract costs, less current provincial funding and the negative value of the marketed product for which the City is 50% responsible (based on existing contract terms).

Although there is a lack of program details and many unanswered questions, Staff would recommend the City offer services in the full producer responsibility model (ie. contract management, municipal data and recycling carts, etc.) Based on information learned in the consultation process, it is recommended that the transition will be gradual from the standpoint of liaising with the public and responding to public comments and concerns. Our services may be tapered once the details of the program are worked out and the level of service more clearly understood.

FINANCIAL IMPLICATIONS

As the goal of this report is to provide AMO with a Council resolution, there are no financial impacts based on this report. Ultimately, once program details are determined and the model more fully developed municipal savings will be better estimated.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan includes the delivery of excellent customer service, which as it relates to the provision of recycling services has been provided through the Public Works – Waste Management Division. The transition of this service to the producers would potentially eliminate or substantially reduce the responsibility of the municipality.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2020 06 08 concerning the Transition of Blue Box to Full Producer Responsibility be received; further,

Whereas the amount of single-use plastics leaking into our lakes, rivers, waterways is a growing area of public concern; and

Whereas reducing the waste we generate and reincorporating valuable resources from our waste stream into new goods can reduce GHGs significantly; and

Whereas the transition to full producer responsibility for packaging, paper and paper products is critical to reducing waste, improving recycling and driving better economic and environmental outcomes; and

Transition of Blue Box to Full Producer Responsibility

2020 06 08

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Whereas the move to a circular economy is a global movement, and that the transition of Blue Box programs would go a long way toward this outcome; and

Whereas the City of Sault Ste. Marie is supportive of a timely, seamless and successful transition of Blue Box programs to full financial and operational responsibility by producers of packaging, paper and paper products; and

Whereas the Association of Municipalities of Ontario has requested municipal governments with Blue Box programs to provide an indication of the best date to transition our Blue Box program to full producer responsibility.

Therefore, be it resolved:

That the City of Sault Ste. Marie would like to transition their Blue Box program to full producer responsibility by September 30, 2023 and

That this decision is based on the following rationale:

1. The City's current contract with GFL, for the collection and processing of blue box material expires September 30, 2022 with an option to extend.
2. If we are able to agree on a contract extension, it would allow the City of Sault Ste. Marie to continue with its current collection system while concurrently working towards our transition to full producer responsibility.
3. Support of recycling industry, business and free enterprise.

And that the City of Sault Ste. Marie would be interested in providing contract administration services to Producers should we be able to arrive at mutually agreeable commercial terms.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Director, Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca

Attach.

December 18, 2019

Attachment 1: **Background on Transition to Full Producer Responsibility**

Municipal governments have been advocating for over a decade for producers to have full fiscal and operational responsibility for end of life management of their packaging, printed paper and paper products. Producers are best positioned to reduce waste, increase the resources that are recovered and reincorporated into the economy and enable a consistent province-wide system that makes recycling easier and more accessible.

In August 2019, Minister Yurek announced that municipal Blue Box programs will be transitioned to full producer responsibility over a three-year period based on the recommendations from the Special Advisor's report titled, "Renewing the Blue Box: Final report on the blue box mediation process." Municipal governments played a key role in helping to develop the recommendations within this report. These recommendations broadly reflected the positions advocated by AMO and there was also a great deal of alignment with producers on how the Blue Box should be transitioned.

The municipal transition is proposed to occur between 2023 and the end of 2025, as shown in the table below:

Date	Description
Sept. 2019 → Dec. 2020	Blue Box wind-up plan developed for Stewardship Ontario
	Development of a Regulation under the <i>Resource Recovery and Circular Economy Act, 2016</i>
Jan. 2021 → Dec. 2022	Producers prepare to assume control and operation of system and work with municipal governments and service providers
Jan. 1, 2023 → Dec. 31, 2025	Transition of individual municipal Blue Box programs to full producer responsibility. Occurs in phases over three years with a rolling total of up to one-third of the Provincial program transitioning annually

The Minister wants to ensure that the transitioned Blue Box system is affordable for producers, workable for the waste processing sector, and effective and accessible for residents. AMO and municipal representatives are involved in the consultation process to develop a new regulation for the Blue Box. The Province's intent is to finalize a Regulation by the end of 2020.

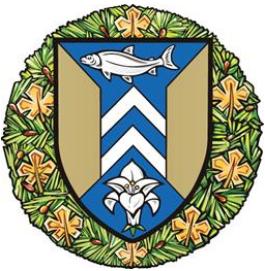
AMO staff held in-person workshops on the Blue Box transition across the Province through October and November 2019 to discuss this topic with municipal waste management staff. Over 165 staff and elected officials attended the sessions in Vaughan, London, Smiths Falls, North Bay and Dryden. The workshops provided an opportunity to engage directly with our sector to build understanding about this transition process and the level of engagement from attendees was excellent.

We also began the discussion about what municipal governments should take into consideration about how to prepare for this change and what factors might be considered as to when a Council might want to transition.

HOW YOUR RESOLUTION WILL HELP INFORM THE DISCUSSION:

The resolutions will be used to map out an ideal transition timeline, and determine whether there are years that are over or under subscribed, as it has been dictated that a rolling total of up to one-third of Blue Box programs can transition each year. This information will also allow AMO and the Province to better understand whether there are conflicts. If there are too many conflicts, the Province may still need to retain a third-party expert to develop a methodology as to how municipal Blue Box programs will transition.

However, rather than deferring to the Province to retain an expert immediately, we think this information would provide a good basis for a more informed decision to be made.



The Corporation of the City of Sault Ste. Marie

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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Spencer Lavergne – Supervisor, Waste Management
DEPARTMENT: Public Works and Engineering Services
RE: Elimination of Single Source Plastics

PURPOSE

The purpose of this report is to provide information to Council, regarding an approach to discourage and/or eliminate single use plastic bags within our community. Staff recommend receipt of this information and seek Council's direction on this matter.

BACKGROUND

At the January 6, 2020 Council meeting, City staff were directed to consider and report back on a process by which Council can, within its legal authority, discourage and/or eliminate the use of plastic bags within the community. This includes a plan for the municipality to reduce and eliminate its own use of plastic bags and single use plastics. City Council approved the following resolution:

"Therefore be it resolved that City staff is directed to consider and report back on a process by which Council can, within its legal authority, discourage and/or eliminate the use of plastic bags within the community including a plan for the municipality to reduce and eliminate its own use of plastic bags and single use plastics; Be it further resolved that City staff consult with community stakeholders specifically including the commercial operations throughout our community that are heavily dependent on the use of plastic bags to receive their comment, feedback and input."

ANALYSIS

The reduction, recycling, and elimination of single-use plastics is a subject that continues to gain national attention.

Locally, a handful of retailers have put programs in place to recycle/down cycle single-use plastic shopping bags. Several restaurants and small businesses have reduced their usage of single-use plastics by using alternative options for drinking straws, cutlery and take-out containers.

Elimination of Single Source Plastics

2020 06 08

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Pursuant to Sections 10(2)5 and 11(2)5 of the *Municipal Act*, a municipality may pass by-laws respecting the “economic, social and environmental well-being of the municipality”. It also has the power pursuant to section 8(3) (a) to regulate or prohibit respecting these matters. Legal has advised that although council has the authority to enact such a by-law, it is believed that no other municipality has done so. In 2012 the City of Toronto made a decision to ban single use plastic bags, but reversed that decision in favour of a better recovery system. In 2018 the City of Victoria passed a by-law banning single-use plastic bags and the by-law was challenged by the Canadian Plastic Bags Association. In 2019, the by-law was eventually quashed by the BC Court of Appeal. The City sought leave to appeal to the Supreme Court of Canada in 2020, which was denied.

Although our governing law is different than what was in place in BC, a challenge to the by-law would most likely happen. There is some merit to waiting to see what is enacted by the province. Should we enact a by-law that is in conflict with what the provincial and federal governments enact, our by-law would be without effect. As well, waiting to see what the provincial and federal government enact would result in a more harmonized approach for provincial and national retailers then requiring compliance with different rules in different municipalities, and most likely encourage a challenge.

We need to also consider that during the COVID-19 pandemic, personal bags are being discouraged from being brought into the stores to pack groceries in. Many municipalities and States in the US have reversed the ban on plastic bags during the pandemic.

On a larger scale both the Provincial and Federal governments have announced their intentions of working towards the elimination of harmful single-use plastics. At the provincial level, Bill 82, Single-Use Plastics Ban Act, 2019 is a private members bill put forward by a member of the opposition. It is an attempt to amend the *Resource Recovery and Circular Economy Act, 2016*. This bill requires that timelines be put in place for immediately reducing, and ultimately eliminating the distribution and supply of single-use plastics in Ontario. This includes the immediate elimination of certain single-use plastics such as plastic bags and water bottles. It has not yet passed first reading.

The Federal government has stated that it will be working with governments at the Provincial level to develop standards and targets for producers to be responsible for their plastic waste. These bans on single-use plastics could come as early as 2021.

In late 2019, the City of Sault Ste. Marie was invited to participate in consultations for the development of a full producer responsibility system for the Ontario Blue Box Program. These discussions also include alternative solutions, reduction and the elimination of single-use plastics in Ontario. City staff are committed to working

Elimination of Single Source Plastics

2020 06 08

Page 3.

with the Ministry of the Environment, Conservation and Parks (MECP), the Association of Municipalities Ontario (AMO), and all other stakeholders to find a way to smoothly transition to a full producer responsibility model. At this time, it is expected that municipalities will have the option to transition their Blue Box Programs as early as January 1, 2023 and no later than December 31, 2025. This evolution of our Blue Box Program will be a huge step forward in working towards a circular economy on a global level.

A separate report and resolution are found on tonight's agenda in response to a request by AMO to state the municipality's preferred transition date. Staff understand that the issue of single-use plastics will be more efficiently addressed through a full producer responsibility program and our support and participation in this consultation is the best step at this time.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC PLAN / POLICY IMPACT

As the direction towards a full producer responsibility system becomes more clear, this subject can be re-visited and incorporated into the City's Corporate Strategic Plan.

RECOMMENDATION

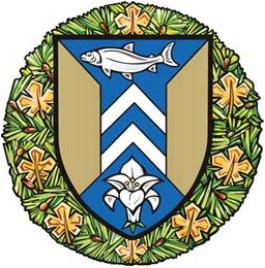
It is therefore recommended that Council take the following action:

Resolved that the report of the Supervisor, Waste Management dated 2020 06 08 be received as information and furthermore that Council support staff participation as a municipal stakeholder in the consultation process regarding transition of the blue box to full producer responsibility.

Respectfully submitted,



Spencer Lavergne
Supervisor, Waste Management
705.574.1168
s.lavergne@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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Housekeeping - Amend Licensing By-law 93-206 (Lotteries)

PURPOSE

The purpose of this report is to recommend that City Council amend Licensing By-law 93-206 to amend the job title in paragraph 1 from "City Tax Collector" to "City Clerk or designate".

BACKGROUND

On December 20, 1993, City Council passed Lotteries Licensing By-law 93-206. This by-law refers to a previous job title.

ANALYSIS

By-law 93-206 (Lotteries) needs to be amended for accuracy.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Licensing By-law 2020-114 (Licensing Lotteries) appears elsewhere on the Agenda and is recommended for approval.

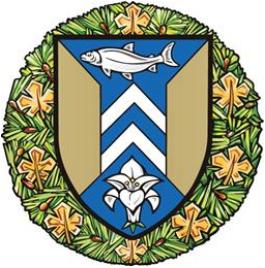
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor
705-759-2662
j.king3@cityssm.on.ca

JK/da

\\CITYDATA\\LEGAL\\STAFF\\COUNCIL\\REPORTS\\2020\\LICENSING BY-LAW 93-206 AMENDMENT OPEN.DOCX



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Covid-19 – Outdoor Patios

PURPOSE

The purpose of this report is to summarize the City's existing outdoor patio regulations and recommend modifications to ensure consistency with provincial guidelines.

Conformity with municipal regulations does not exempt restaurants and bars from also complying with all other health related requirements, including physical (social) distancing.

BACKGROUND

At present, restaurants and bars are restricted to operating on a pickup and delivery basis only. When "dine in" seating is permitted, it will be subject to physical distancing and other health related requirements. This will result in reduced capacity and revenue generation for the food service industry. The use of an outdoor patio can help to replace the lost capacity and revenue from reduced indoor seating.

Although a few larger communities have chosen to close lanes or entire streets to provide additional patio space, this is not recommended as many businesses will use the curbside pickup option which is preferred by some customers.

ANALYSIS

Generally, downtown restaurants use city sidewalks or parking areas as patio space given the absence of other options. Outside of the downtown, restaurants already have or can create patio space on their own properties by utilizing parking or other areas. The following discussion is separated into these two scenarios.

Downtown Area – In 2017, City Council approved a new approach to encourage patios on city sidewalks in the downtown area. The authority to approve sidewalk patio license of occupation agreements was delegated to the Director of Planning and Enterprise Services. This significantly shortened approval time and several

new patios have been established in the downtown. Last year, City Council agreed to extend approvals from one year to three years provided there were no changes to the location and configuration of the patio.

The use of downtown parking spaces is a viable seating option for restaurants and bars where there is not sufficient sidewalk space. It should be noted that the use of downtown parking spaces has fallen dramatically in recent months. It is anticipated that many of the trips which are still being made are short pickup and delivery stops. The excess parking spaces can be reassigned for outdoor patio use with little impact to the overall parking supply. Staff will continue to monitor the situation and will provide an updated report prior to year-end.

The following is a summary of the regulations that apply to the use of city sidewalks, boulevards and on-street parking spaces for patios. All previously approved patios comply with these requirements.

- Patios may not be installed earlier than May 15 and must be removed by October 1.
- Patios may extend beyond the frontage of the business with written consent from the affected neighbouring business.
- If the patio requires the use of on-street parking spaces, written consent from the affected neighbouring business is required.
- A minimum 1.5 m pedestrian walkway must be maintained at all times.
- Patios shall provide at least one barrier free table with appropriate clearance to allow individuals in wheelchairs to sit comfortably at the table.
- CSA approved outdoor heating devices are permitted.
- Smoking, vaping and the use of cannabis is prohibited on all sidewalk patios.
- Businesses must ensure that the patio area and furnishings are kept tidy and in good condition at all times.
- Applicants must maintain a minimum liability insurance of \$2 million. Where alcohol is being served or the patio is located in a parking area, a minimum \$5 million liability insurance is required.

A copy of the complete City Sidewalk Patio Requirements and Guidelines is attached to this report.

Patios that were previously approved will have to make modifications to ensure that the 2 m physical distancing recommendation can be met. Individual circumstances will vary, but this could include the use of Plexiglas to separate tables from passersby or signage indicating that where a walkway is not sufficiently wide to allow for two persons to safely pass that only one person is permitted at any time. Consideration will also have to be given to ensure that persons entering the business will be able to maintain recommended separation distances.

All existing patio license of occupation approvals will be repealed and re-issued to include the required 2 m separation for the patio and all components including seating, walkway, entranceway, etc. All new patio approvals will also have to be designed to meet the 2 m physical distancing recommendation. This will be done at no cost to the business.

Other Commercial Areas – The Zoning By-law defines patios as a deck, whether at ground level or elevated. The Zoning By-law permits patios on private property in all commercial zones except in any yard that abuts a residentially zoned lot.

Staff is recommending that parking may be utilized to create patios on private property where sufficient other space is not available. This is consistent with current regulations in the downtown area and is similar to the approach with seasonal garden centers. Seasonal garden centers may occupy up to 15% of required parking spaces for a period not to exceed six consecutive months. A number of grocery and department stores use this permission during the spring and early summer months.

Given that restaurants and bars generally have much smaller parking lots than grocery and department stores, staff is recommending the following.

That seasonal patios may occupy up to 25% of the total required parking spaces in any yard that does not abut a residentially zoned lot for a maximum of six consecutive months.

This will require a change to the City's Zoning By-law to be put into permanent effect. Staff will bring forward a recommendation on this as soon as meeting restrictions allow. All public notice and public meeting requirements will be met.

In the interim, applicants should contact Planning staff and provide a site plan for review. Subject to City Council's approval of this report and provided that all building and fire requirements are being met, staff will issue a conditional approval to permit patios using privately owned parking spaces in both the downtown area and throughout the community. This approval will be in the form of an amendment to the applicable site plan agreement.

FINANCIAL IMPLICATIONS

The City charges \$250 to review an application for a patio on public property in the downtown. Last year only one new application was received as Council had agreed to extend previous approvals for three years. If parking spaces are used for the patio, an additional \$220 per space is charged to compensate for lost revenue. An application to amend a site plan agreement is \$350.

Staff is recommending that all fees be waived for patio approvals through to December 31, 2020.

STRATEGIC PLAN / POLICY IMPACT

Approval of the recommendations of this report are consistent with the Service Delivery, Quality of life and Community Development and Partnerships strategic focus areas of the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 06 08 concerning outdoor patios be approved subject to the following:

1. All existing patio license of occupation approvals be repealed and re-issued to include the required 2 m separation for the patio and all components including seating, walkway, entranceway, etc. All new patio approvals will have to be designed to meet the 2 m physical distancing recommendation. This will be done at no cost to the business.
2. Seasonal patios may occupy up to 25% of the total required parking spaces in any yard that does not abut a residentially zoned lot for a maximum of six consecutive months.
3. All fees be waived for patio approvals through to December 31, 2020.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP
Director of Planning
705.759.5375
d.mcconnell@cityssm.on.ca

SIDEWALK PATIOS REQUIREMENTS & GUIDELINES

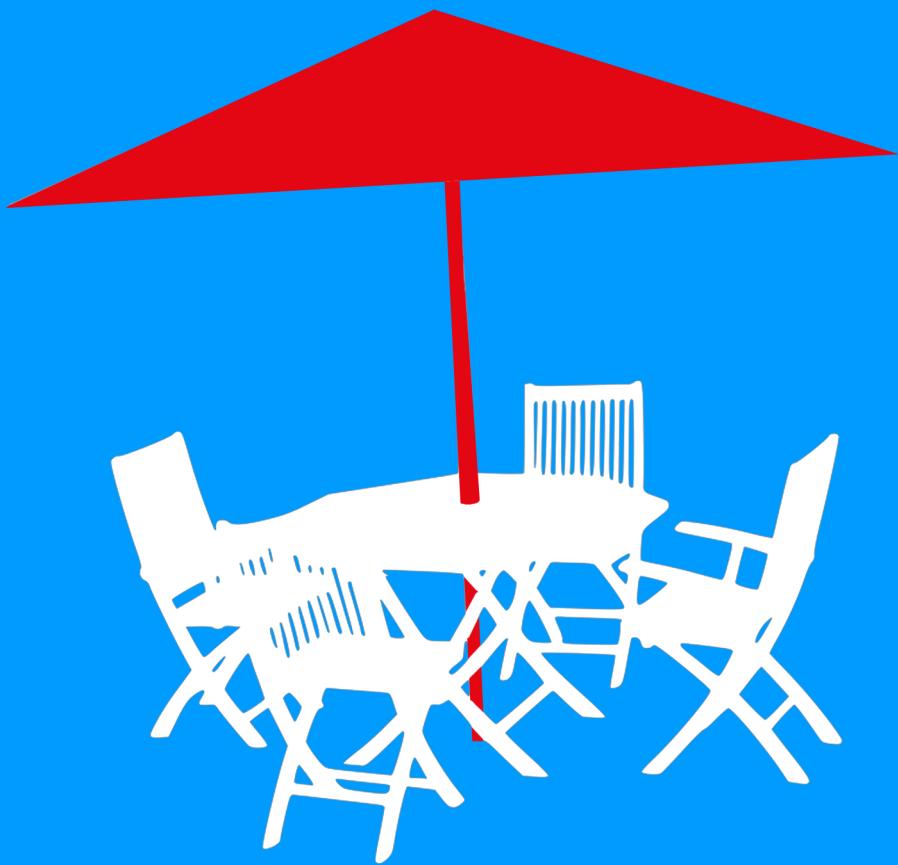


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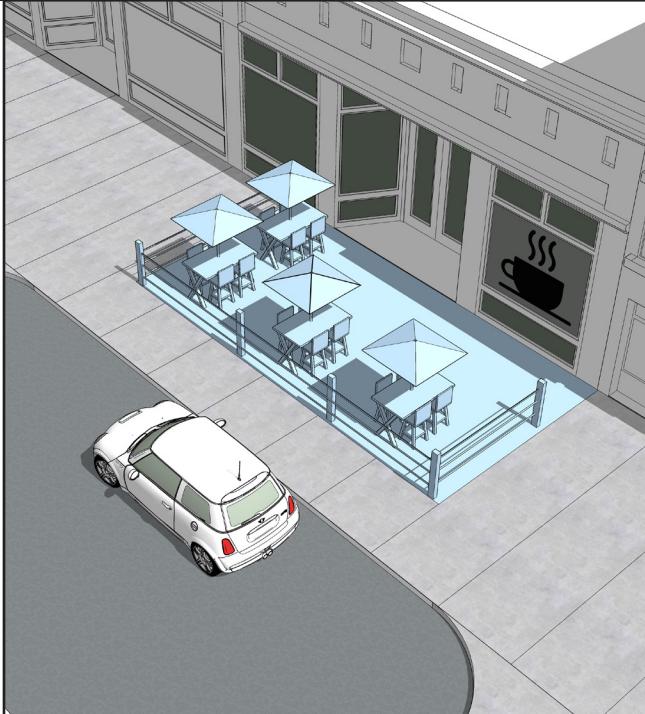
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INTRODUCTION

Sidewalk patios foster an inviting, thriving and vibrant downtown neighbourhood. Patios not only enhance the attractiveness and ambiance of the downtown, but also create accessible community spaces and contribute to safe walking environments. As part of ongoing revitalization efforts, the City is encouraging the use of sidewalks, boulevard spaces and on-street parking bays for patios.

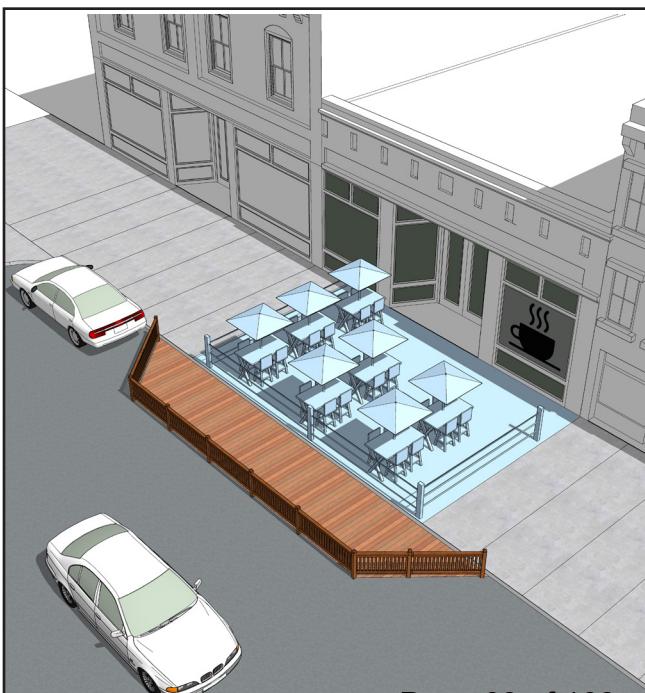
The purpose of this booklet is to provide general guidance on the design, operation and approval process for a sidewalk patio. Sidewalk patios occupy public space and as such, there are a number of considerations to ensure that these spaces are safe and accessible.

TYPES OF PATIOS



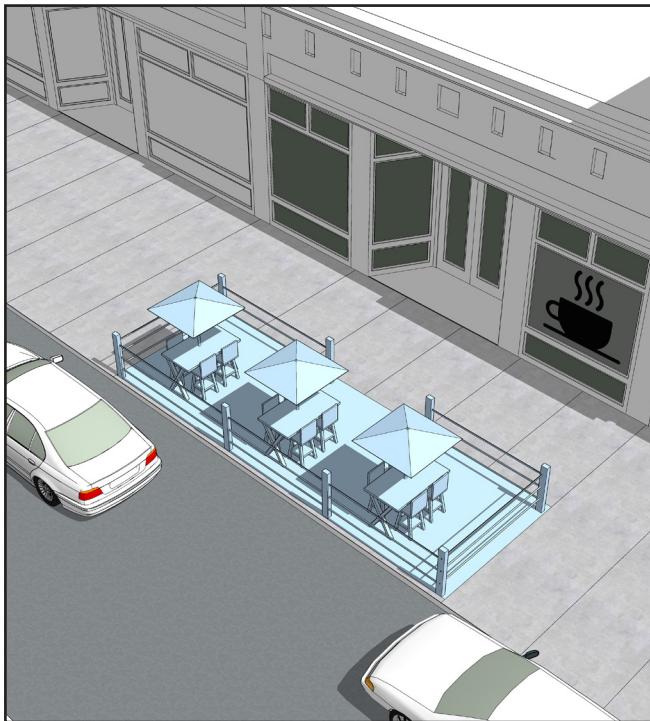
Frontage Patio

The patio is located along the face of the building establishment and maintains sufficient pedestrian clearance between the edge of the patio and the curb.



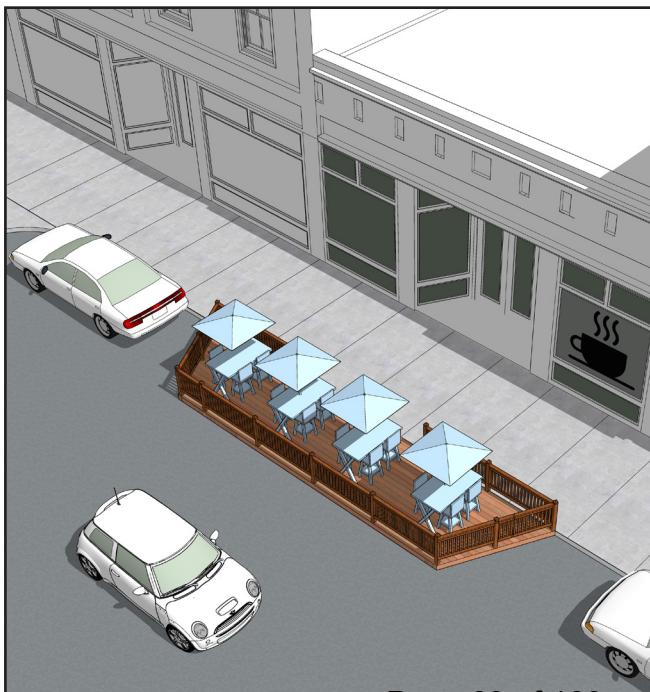
Frontage Patio With Pedestrian Walkway

The patio is located along the face of the building establishment and occupies the width of the sidewalk. A pedestrian walkway, located in an adjacent parking space, bypasses the patio.



Curbside Patio

The patio is located along the curb and maintains sufficient pedestrian clearance between the edge of the patio and building establishment.



Parklet Patio

The patio is located within the parking space. A sufficient pedestrian clearance between the edge of the patio and building establishment is maintained.

GENERAL GUIDELINES

- **Pedestrian walkway:** a minimum 1.5 metre pedestrian clearway must be maintained to allow pedestrians to continue to travel along the boulevard. Walkway can be between the patio and building, or around patio.
- **Street objects:** patios must maintain a minimum 1.5 metre clearance from any streetscape objects (e.g. benches, trees, bus stops, fire hydrants, lamp posts, etc.).
- **Entrance from the sidewalk:** should the applicant choose to have direct entrance into the patio from the sidewalk, the entrance must be a minimum of 1.2 metres wide and clear from any obstruction.
- **Partitioning:** non-licensed frontage patios should be delineated by a vertical element (e.g. decorative ropes and planters). All other patios must be enclosed with a minimum 1 metre high partition (i.e. fencing, railing, etc.). Partitions cannot be higher than 1.2 metres high.

Partitions, including fencing or railing systems, shall be decorative, free of jagged edges, easily removable, and pose no trip hazard.

- **Setback:** curbside patios, walkways and patios using on-street parking spaces, shall be setback 0.25 metres from the traveled portion of the road.
- **Elevation:** the surface of the patio, sidewalk and pedestrian clearway must all be level with each other.
- **Required drawings:** for pedestrian walkways or patios using on-street parking spaces, drawings prepared and signed by a BCIN qualified designer are required. The same designer must certify that the structure is constructed as per the approved design. Applicants will be required to

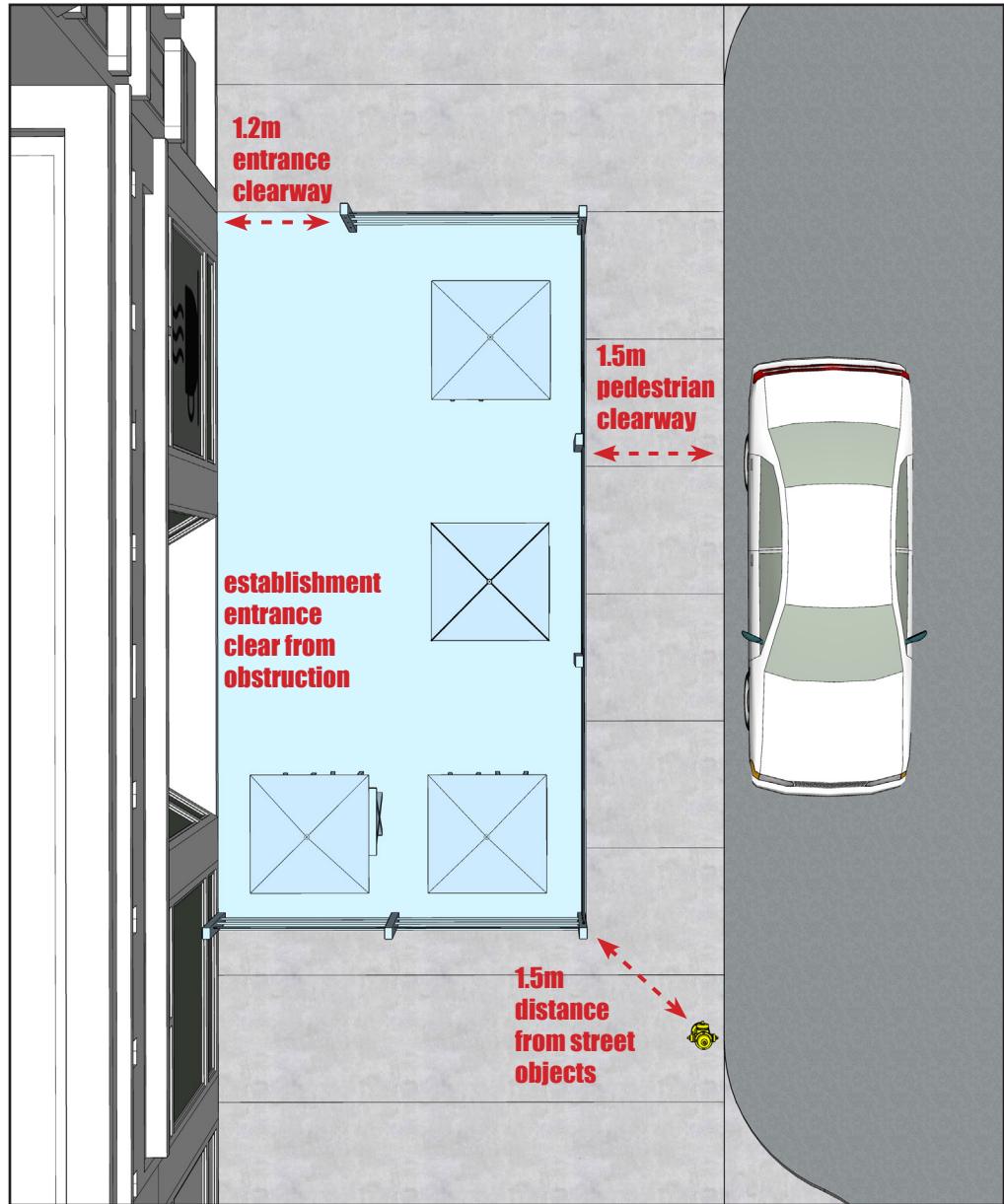
apply for a building permit.

- **Accessibility:** patios shall provide at least one barrier free table with appropriate knee and toe height clearance to allow individuals using wheelchairs to comfortably sit at the table. An accessible path of travel to this table must be maintained.



DESIGN GUIDELINES

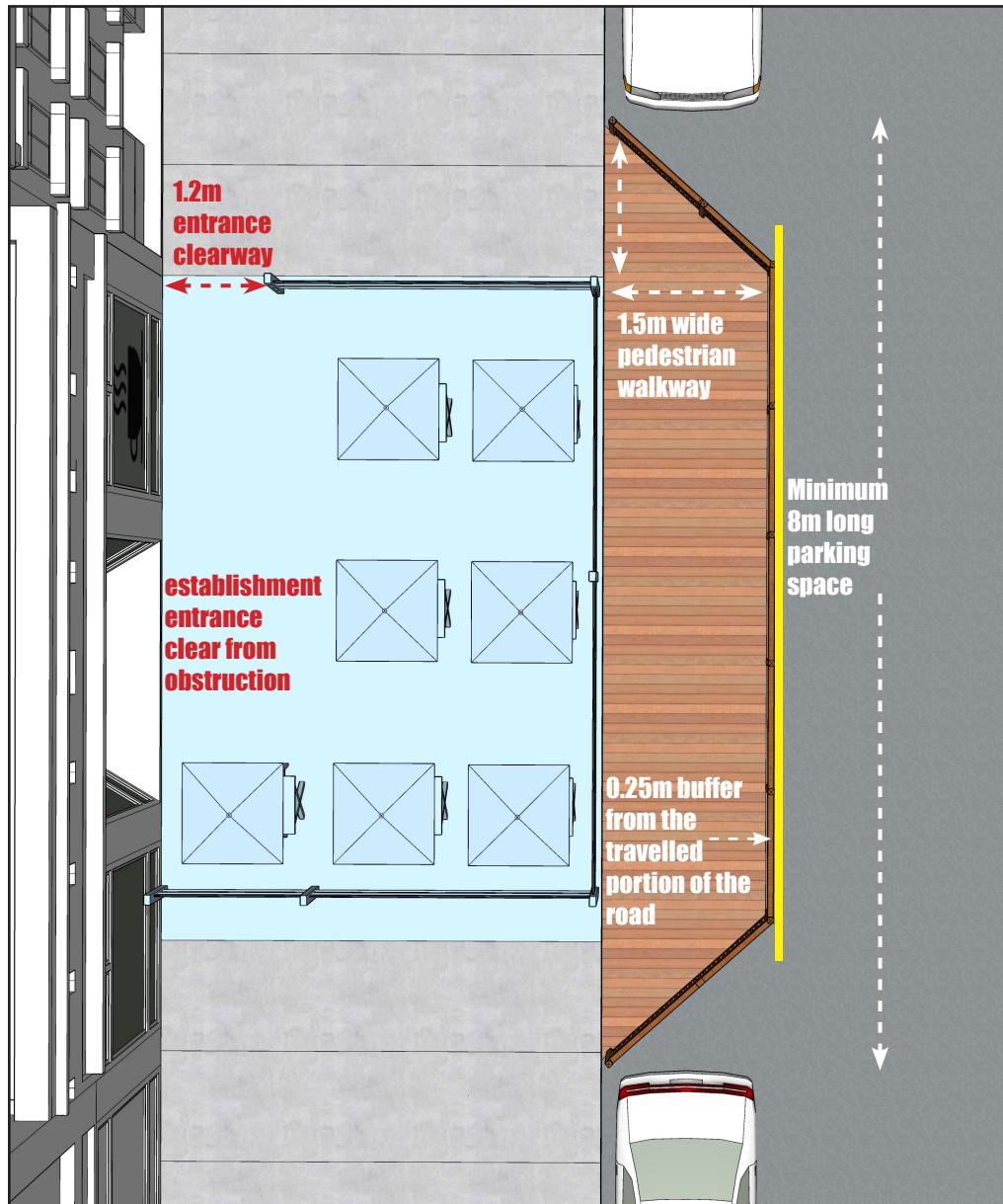
FRONTAGE PATIO

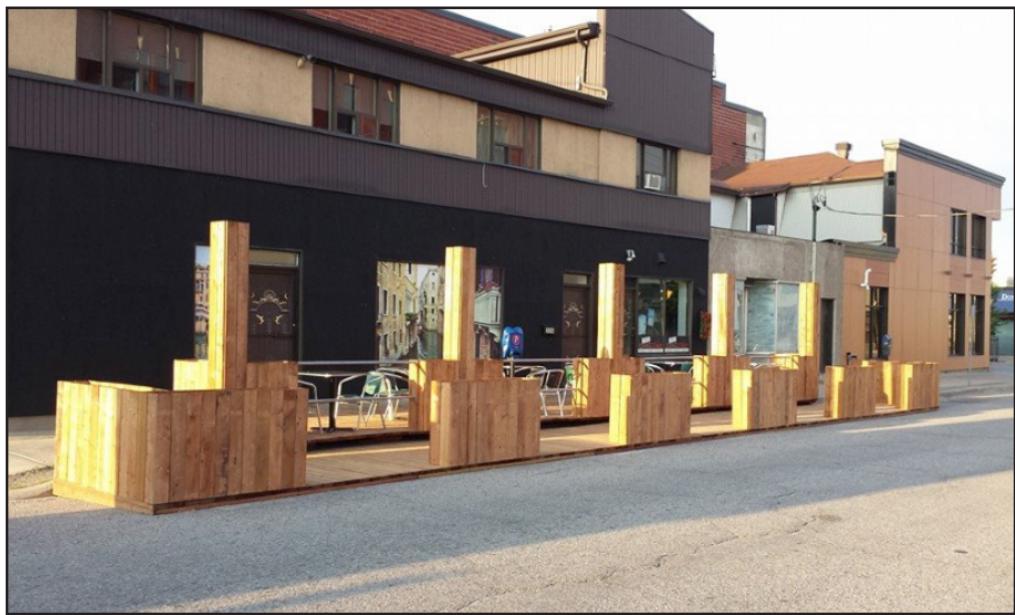




DESIGN GUIDELINES

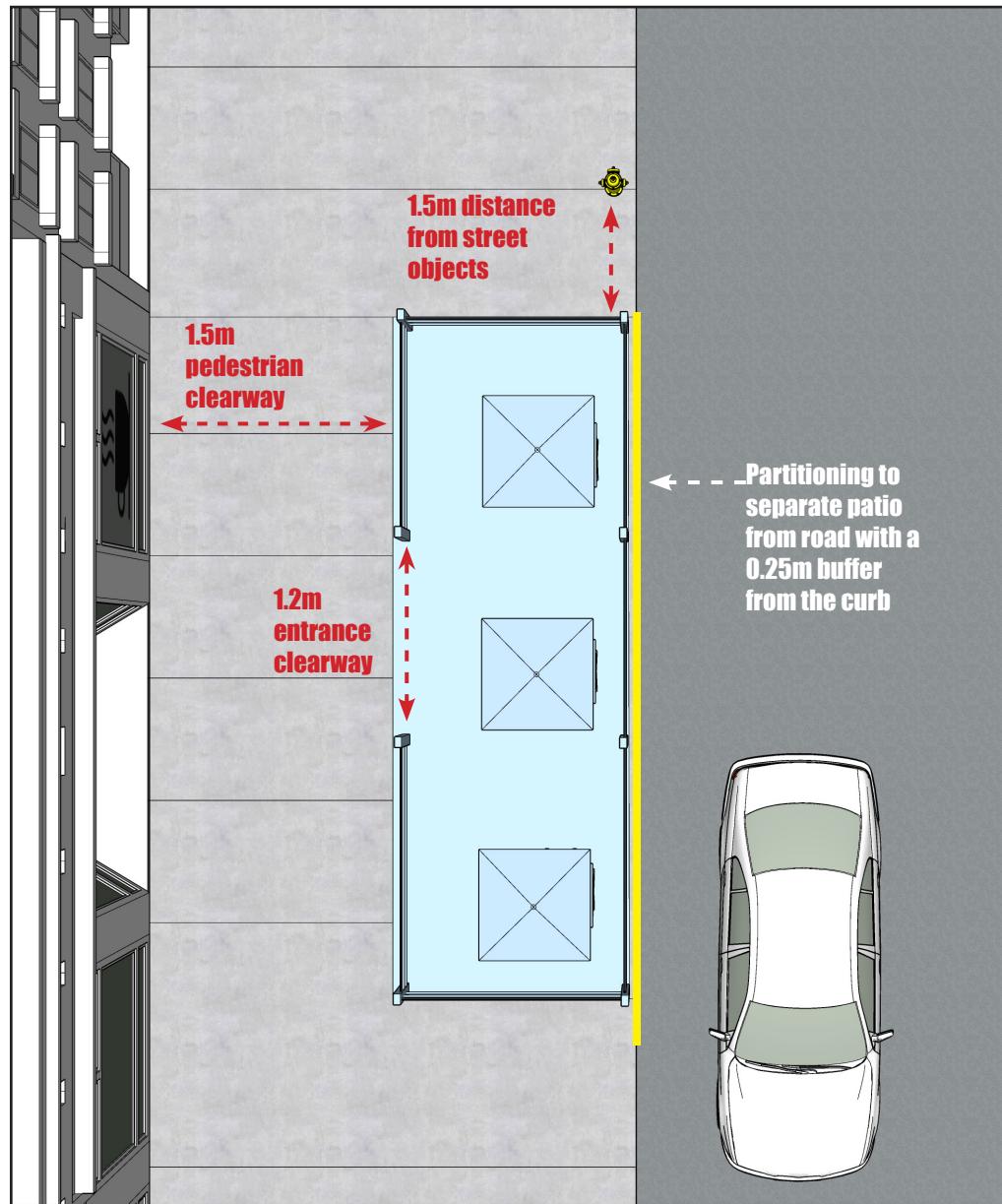
FRONTAGE PATIO WITH WALKWAY

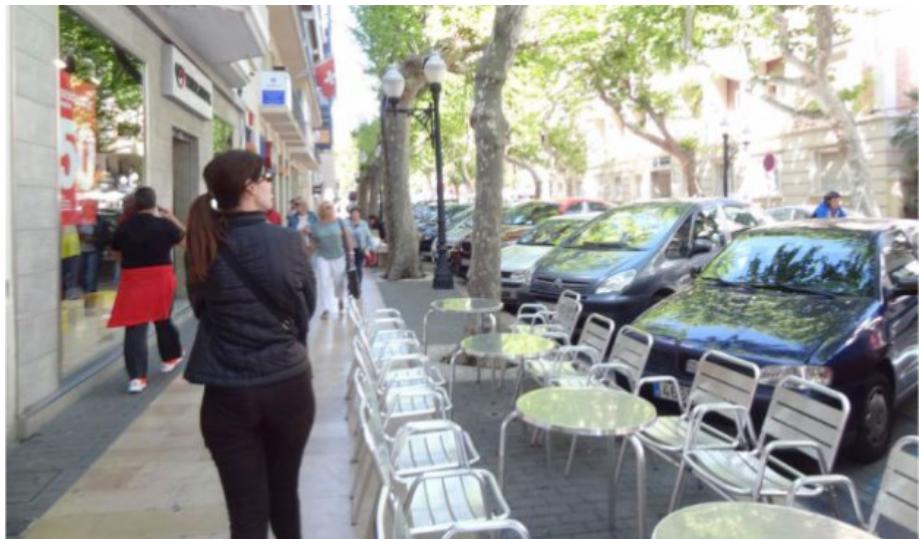
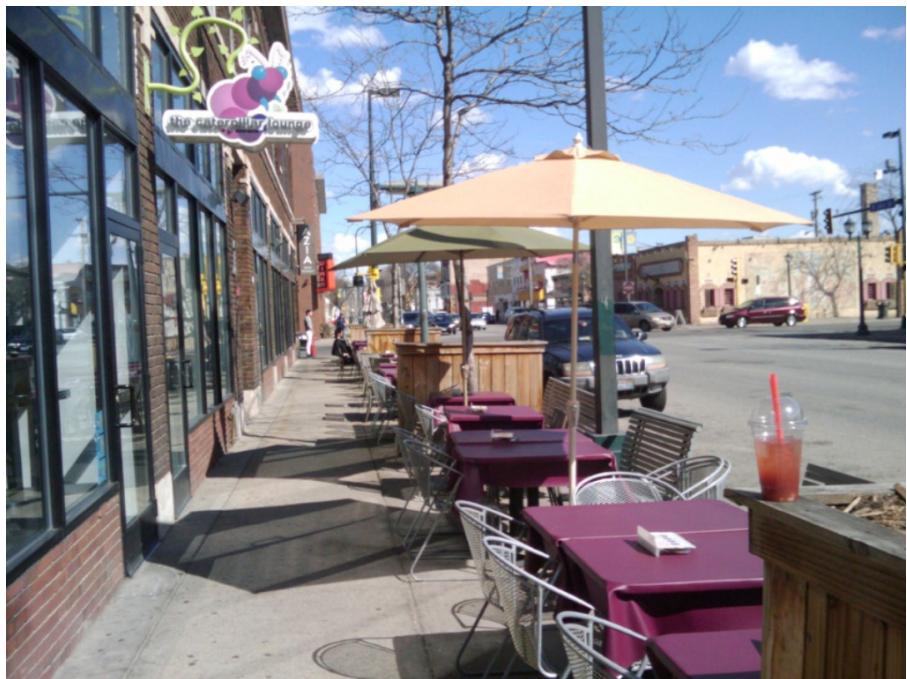




DESIGN GUIDELINES

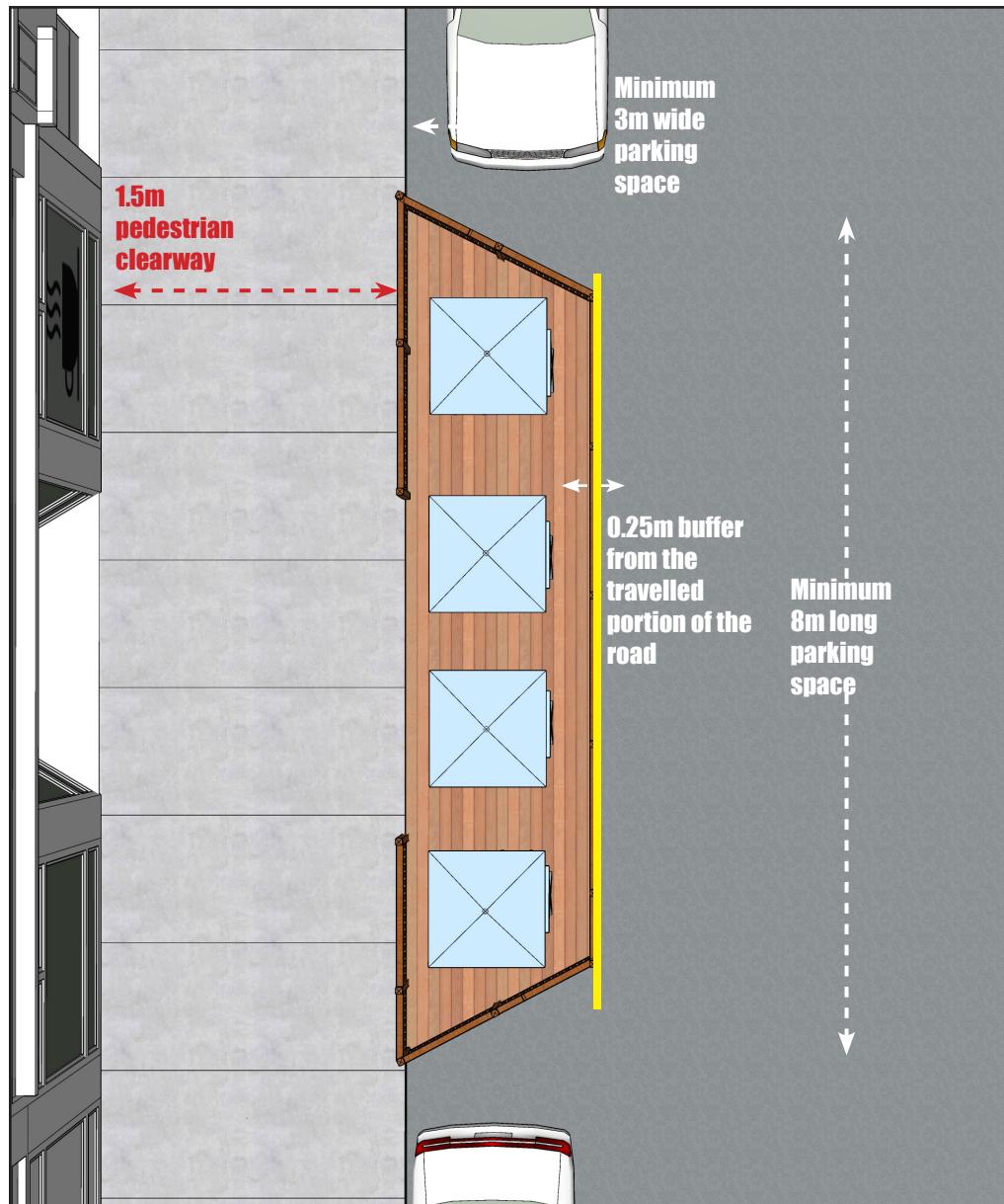
CURBSIDE PATIO





DESIGN GUIDELINES

PARKLET PATIO





OPERATIONAL REQUIREMENTS

- Maintain a safe, clear and unobstructed pedestrian clearway for all, including those with mobility devices (e.g. wheelchairs).
- The surface of the patio, sidewalk and pedestrian clearway must all be level with each other. Furniture shall not protrude into the pedestrian clearway.
- Sidewalk patios shall not extend past the side property lines of the applicant's business without written consultation with affected businesses and authorization from appropriate agencies.
- Patios and pedestrian walkways located within a parking space must feature reflectors for night safety.
- Pedestrian-scale lighting is permitted in the patio area, subject to approval by Public Works.
- All patio furniture must be made out of durable and weather resistant materials (e.g. wrought iron, aluminum, steel and weatherproof fabrics); plastic/vinyl furnishings are not permitted.
- Patio furniture, including umbrellas, shall not obstruct vehicular or pedestrian sightlines, visibility or movement.
- CSA approved outdoor heating devices are permitted on patios.
- Establishments must ensure that the patio area and furnishings are kept in order and in good condition at all times. Furniture must be secured.
- When utilizing an on-street parking space, that parking space is considered to be a minimum 8 metres long by 3 metres wide. Additional fees for utilizing parking spaces are required.
- Applicants must maintain a minimum liability insurance of \$2,000,000. Where alcohol or parklet patios are involved, liability increases to \$5,000,000.

- Patios may not be installed earlier than May 15 and must be removed by October 1.
- Sidewalks and parking spaces must be returned to their original condition after patio season.
- If cooking facilities are provided outside, the outdoor patio shall be equipped with a fire extinguisher.
- Smoking, vaping and the use of cannabis are prohibited on all sidewalk patios.
- Patios must operate in accordance with the City of Sault Ste. Marie's by-laws, particularly those dealing with noise, sidewalks and signage.
- Be a good neighbour.

LICENSED PATIOS

Premises that serve alcohol must be licensed by the Alcohol and Gaming Commission of Ontario (AGCO). To be licensed, a liquor license application must be submitted to the AGCO for review, along with required fees.

Patrons are strictly prohibited from carrying alcohol outside of a licensed patio area. In the case of a curbside or parklet patio, only employees of the licensed establishment may carry alcohol across the pedestrian clearway between the business and the patio.

Submit your AGCO application early as the decision process takes at least 30 days.

It is recommended to consult with an AGCO representative to ensure you are applying for the liquor license that is right for your intended patio use.

Contact a local AGCO representative directly:

Daniel McKee - AGCO Inspector

705-254-8417

daniel.mckee@agco.ca

Contact AGCO customer service:

Submit your questions online at www.agco.ca/iAGCO

or contact the AGCO's Customer Service at **416-326-8700**

or toll-free in Ontario **1-800-522-2876**

APPLICATION PROCESS

- 1. Pre-application consultation:** before submitting an application to the City, you can meet with the Planner to discuss your proposal. This step can help explain the application process and requirements.
 - 2. Starting the application:** before submitting an application, contact neighbours who could be affected by a sidewalk patio. This is also a good opportunity to determine if any liquor licenses or food permits are required from the Alcohol and Gaming Commission of Ontario (AGCO) and/or from Algoma Public Health (APH).
 - 3. Submitting the application:** submit the completed application to the Planner. We invite and encourage you to stay up-to-date with other required approvals from the AGCO and APH. In order to process your application faster, it must be complete and well organized.
 - 4. Application decision:** if your application is approved, a license of occupation must be signed and proof of insurance must be provided before setting up a patio. If the patio will be licensed, a copy of the AGCO license, once obtained, must be forwarded to the Planner.
 - 5. Patio installation:** after the installation, contact the Planner to schedule a final inspection.
- Sidewalk patio agreements are valid for three consecutive years (excluding the off-season period). Parklet and Frontage Patios with pedestrian walkways will continue to be subject to the annual fee of \$225 per parking space.
 - If a building permit is required for the patio, a building permit would need to be obtained annually.
 - Sidewalk patio structures must be installed no earlier than May 15 of any year and fully dismantled no later than October 1.

APPLICATION FORM

1. Applicant Information

Applicant is the:

- Landowner.
- Authorized agent of the owner.
- Tenant who has been given permission from the registered landowner(s) of the below noted property to make an application for a patio.

Name:

Mailing address:

Email:

Phone:

2. Business and Proposed Sidewalk Patio Information

Legal business name:

Business address:

Type of patio proposed:

Frontage:

Curbside:

Parklet: # of parking spaces to be used:

Frontage with walkway: # of parking spaces to be used:

Number of proposed patio seats:

Patio dimensions:

Will liquor be served on the proposed patio premise?

Yes No

If Yes to the above, has applicant received a liquor license from the Alcohol and Gaming Commission of Ontario (AGCO) to serve on the patio premise?

Yes No

Will food be prepared outside the main kitchen?

Yes No

If Yes to the above, has applicant received a temporary food permit from Algoma Public Health (APH).

Yes No

11. Signature

I, _____ (**print name**) hereby declare that the information provided in this application are, to the best of my knowledge, a true and complete representation of the purpose and intent of this application. I submit this application with the acknowledgement that the information contained in this application will be on file in the City of Sault Ste. Marie Legal Department, will be circulated to various departments and agencies for comments, and will be made available to the public upon request.

Signature

Date

Please do not write below. Office use only

Payment received : Yes No N/A

Agency authorization:

Planning: _____

Building: _____

Public Works: _____

Accessibility Committee: _____

Police Services: _____

Fire Services: _____

Algoma Public Health: _____

CHECKLIST

1. APPLICATION FEE. Patio application fee is \$250. Proposals utilizing

- on-street parking for either a patio or pedestrian walkway are subject to an additional fee of \$220 per space.

2. PROOF OF LIABILITY INSURANCE. A minimum of \$2,000,000 is

- required. Patios utilizing a parking space or patios serving alcohol require a minimum of \$5,000,000.

3. COLOUR PHOTOGRAPHS of the business street frontage (showing adjacent businesses).

4. SITE PLAN

- Dimensions of the sidewalk patio area and measurements from the curb.

- Identify any municipal fire connections, infrastructure, within or nearby the proposed sidewalk patio area such as parking meters, utility poles, bus stops, trees/landscaping, tree planters or other notable obstructions.

- Setback measurements between any of these obstructions and the edge of the proposed sidewalk patio are required.

- Table and seating plan layout and any patio entrances/exits.

5. BCIN CERTIFIED DRAWING. If a temporary pedestrian walkway or a

- parklet patio is proposed in a parking space, a drawing by a BCIN certified designer is required.

6. NEIGHBOUR CONSULTATION. If the patio requires the use of on-

- street parking spaces or extends beyond the side property lines, written consent from adjacent property owners is required.

7. INFORMATION ON MATERIALS USED. Description/details and

- measurements regarding tables, chairs, umbrellas, fencing, partitions, signs, lighting and heating elements.

8. OTHER AGENCY REQUIREMENTS (if applicable).

- Approval from Algoma Public Health.

- Liquor license from the Alcohol and Gaming Commission of Ontario.

For a quick evaluation and decision, all materials submitted must be clear, legible and precise. Rough sketches are not acceptable.

Only complete applications will be accepted.

**Questions?
Please Contact:**

**Steve Turco, RPP
Senior Planner**

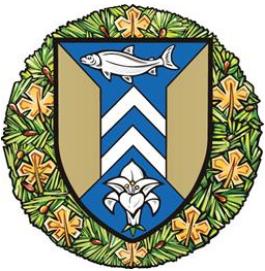
**705-759-5279
s.turco@cityssm.on.ca**

**5th floor, City Hall
99 Foster Drive,
Sault Ste. Marie, On P6A 5X6**



SAULT STE. MARIE

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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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Huron Street Welcome Sign

PURPOSE

The purpose of this report is to provide City Council with an update on the status of the Huron Street welcome sign and to request approval to use existing resources to complete this project.

BACKGROUND

In 2014, the Canal District Neighbourhood Plan recommended a welcome feature on the northeast corner of Queen Street East and Huron Street to create a sense of arrival into the community and Canada from the International Bridge Plaza.

In 2016, consideration was given to constructing a large “Sault Ste. Marie” and red maple leaf from concrete on the site along with extensive landscaping and plaza space. However, Council decided not to proceed with this project due to cost.

Since that time, there has been some discussion about creating this same feature from steel at a reduced cost. However, given the size of the proposed signage, it is more suited to a larger area than what is available at the Huron Street site.

In December 2019, City Council approved a new Wayfinding Strategy for the community that implements our new branding strategy. Also in December 2019, City Council awarded a contract to Hansen Signs for the fabrication, delivery and installation of four large welcome signs and 28 smaller signs. Superior Seven is the local firm that will be installing the four large signs this summer.

ANALYSIS

Although fabrication and installation of the welcome sign is being paid under a separate funding agreement with Destination Northern Ontario, the cost of landscaping is not included.

Huron Street Welcome Sign

2020 06 08

Page 2.

Staff is recommending that the landscaping design and installation be done by the City's Parks Division to ensure completion of this project to a level that is expected at a major entrance to the community. Funding for this project is available from previously approved resources as described below.

As this property is owned by PUC Inc., a license of occupation agreement will be necessary. This agreement has been drafted and will be brought to Council at the June 29th meeting for approval.

FINANCIAL IMPLICATIONS

Funding for the welcome sign is being paid under the terms of an MOU with Destination Northern Ontario that was approved by Council at its October 22, 2019 meeting.

City Council had previously approved \$40,000 for this project in the 2016 budget. These funds are still available and with City Council's approval will be used for the landscaping and any other costs required to complete the project.

STRATEGIC PLAN / POLICY IMPACT

Completion of the Huron Street welcome sign project is consistent with the Infrastructure, Quality of Life and Community Development & Partnerships focus areas of the City's Corporate Strategic Plan; Community Adjustment Committee Recommendations; new Wayfinding Strategy and the Canal District Neighbourhood Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

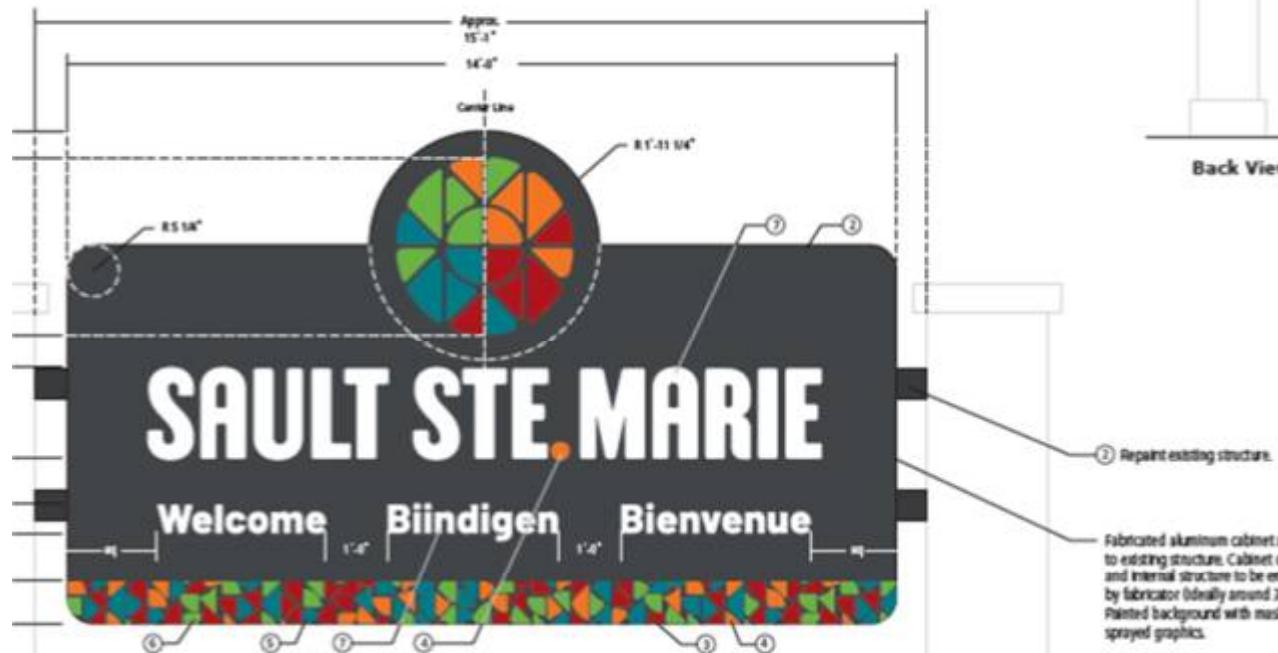
Resolved that the report of the Director of Planning and Enterprise Services dated 2020 06 08 concerning the Huron Street welcome sign be received and that Council authorize an expenditure not to exceed \$40,000 of previously approved funds to complete this project.

Respectfully submitted,



Donald B. McConnell, MCIP RPP
Director of Planning & Enterprise
Services
705.759.5375
d.mcconnell@cityssm.on.ca

FABRICATOR TO PROVIDE
ENGINEERED SHOP DRAWINGS
FOR ENGINEER/OWNER REVIEW
AND ACCEPTANCE.



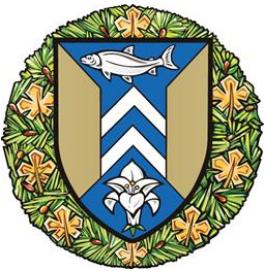
Back View



— Existing Structure



Color Detail



The Corporation of the City of Sault Ste. Marie

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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
DEPARTMENT: Public Works and Engineering Services
RE: West End Sewage Treatment Plant Phase I Upgrades

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-13E, the associated Engineering fees, and single sourcing for AECOM supervisory control and data acquisition work.

BACKGROUND

At the May 16, 2016 meeting, Council approved an Engineering Agreement with AECOM for the consulting services related to the West End Sewage Treatment Plant upgrades. At the January 9, 2017 meeting Council approved adding a conceptual design review for the septage receiving station to the scope. The Agreement includes design, tendering, and contract administration work. At that meeting, staff indicated that they would be returning to Council with updated budget projections, estimated costs, and recommendations for amended consulting fees to address updates pertaining to the project's objectives, including supervisory control and data acquisition software and integration.

Since that time, engineering work has progressed, and the pre-qualification and tendering processes have been completed. Construction is ready to proceed on Phase I of the upgrades. Engineering fees and a tender recommendation are included for Council's consideration.

ANALYSIS

The City proceeded with a pre-qualification process of General Contractors in 2019. Based on the evaluation, a list of four contractors were recommended for the tendering phase. The City proceeded with the tender in February 2020, with tenders closing on May 6, 2020. Two (2) tenders were received and were found to be complete. The results are summarized in the attached report. The low tender, excluding HST in the amount of \$31,440,700 submitted by Maple Reinders Construction Ltd. is lower than the engineer's Class A pre-tender estimate of \$32,400,000 (+/- 10%) by approximately \$959,300 or 3 %.

West End Sewage Treatment Plant Phase I Upgrades

2020 06 08

Page 2

In order to finalize the design and tender with the preferred design, additional engineering efforts were required. These items are summarized in the attached letter. They can be categorized into four areas:

1. Project scope resolution and cost escalation;
2. Phase II upgrades included in Phase I;
3. Incremental scope increases, and;
4. Unforeseen plant challenges and complexities.

By way of example, it was determined in the design phase that it was beneficial and/or required to include the waste activated sludge storage tank, generator, and the final septage hauling station work within this contract. The associated additional consulting costs of \$1,536,901 excluding HST, can be accommodated within the existing approved capital budget allocated for this project.

The original design and construction fees were estimated at 14% of the capital cost estimate. Based on the revised capital cost the fees are slightly lower. The Ontario Society of Professional Engineers recommends 14% as an appropriate fee guideline for projects of this size and complexity.

In addition to these areas of engineering work, the SCADA integration costs have been projected based on the final design as per the attached letter. An upset limit of \$346,500 excluding HST has been allocated for this portion of work, and can be accommodated within the existing approved capital budget allocated for this project. AECOM is our current SCADA specialist and are ideally suited for this work.

The proposed engineering, permit fees, and tender award are within existing approved budgets. Staff are recommending tender award in the amount of \$31,440,700. The existing approved engineering fee is \$2,808,950. The recommended additional fee of \$1,883,401, would increase the total engineering fee to approximately \$4,693,000, excluding HST. A cash allowance of \$30,000 for the City building permit fee is also recommended. While accounting for existing approvals, and the City's portion of tax, the total budget to date is approximately \$36.9 million, which is within the allocated West End Phase I total approved budget of approximately \$37.6, with funding from Sanitary Sewer Revenues.

FINANCIAL IMPLICATIONS

When recoverable HST is removed and allowances for engineering are added to existing approvals, the City's cost to complete the project is estimated to be approximately \$36.9 million which is within the West End Phase I total approved budget of approximately \$37.6 million with funding from Sanitary Sewer Revenues.

STRATEGIC PLAN / POLICY IMPACT

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

West End Sewage Treatment Plant Phase I Upgrades

2020 06 08

Page 3

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant bylaw 2020-116 in relation to the construction Contract and by-law 2020-117 in relation to the change in scope to add SCADA integration and single sourcing of engineering to AECOM and engineering fee amendment are listed elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

C. Taddo

Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca

Catherine Taddo, P.Eng.
Land Development and Environmental Engineer
Public Works and Engineering Services
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

May 25, 2020

Project #
60505229

Dear Ms. Taddo:

**Subject: Sault Ste. Marie West End WWTP Phase I Upgrades
Tender No. 2019-13E Recommendation**

Introduction

On May 6, 2020, tenders for the Sault Ste. Marie West End WWTP Phase I Upgrades were received. Given the complexity of the project, AECOM carried out a pre-qualification of general contractors. Eight (8) submissions for pre-qualifications were evaluated based on several criteria including corporate history, project team's experience, schedule and methodology, and health & safety records. Four (4) contractors were pre-qualified and invited to submit a bid for the above-mentioned tender.

The work consists generally of the supplying of all equipment, labour and materials necessary for the construction of the following:

- Building a new septage unloading station;
- Building a new headworks building;
- Removal of various process equipment throughout the plant;
- Installation of preselected process equipment;
- Upgrades to the existing sludge dewatering building;
- Upgrades to mechanical equipment, including replacement of air handling units, ducting, adding new odour removal fans and stacks;
- Upgrades and repairs to various structural, architectural and electrical components of existing facilities;
- Installation of two new walk-in backup generators;
- Constructing an above grade glass lined steel tank on a circular concrete base with all required ancillary equipment;
- Various road, fencing, and site civil works; and
- Coordination of the upgrades with the operators to maintain full operations at the plant.

Review of Tenders Received

Two (2) of the four (4) pre-qualified contractors submitted bids. The tender prices are summarized below and include a construction contingency of \$2.7M and cash allowances totalling \$425K for material testing, integration and programming. All prices exclude HST.

Maple Reinders Construction Ltd.	\$31,440,700
North America Construction (1993) Ltd.	\$33,840,777

AECOM's pre-tender class A (+/-10%) cost estimate for the work was \$32,400,000, including contingency and allowances, excluding HST. The lowest bid, received from Maple Reinders Construction Ltd., is 3% lower than the pre-tender cost estimate.

Tender submissions were reviewed to verify all mandatory submission requirements were met. The following specific comments are noted, and a summary of the tender review is attached as Appendix A:

- All tenders were received prior to the tender closing deadline.
- All tenders were properly signed and executed.
- All tenderers complied with the mandatory requirements at time of closing. Tenderers provided the Form of Tender, preliminary construction schedule, bid deposit and surety's consent to bond, insurance certificates, and acknowledged the addenda.
- Tenderers were required to provide additional documentation within 24 hours. All tenderers complied with this requirement and provided the additional documents within the required timeline. Documents required within 24 hours included the list of sub-contractors employed, Statement 'A' – List of Material Suppliers, Statement 'B' – Construction Equipment to be used, Schedule of Items and Prices, and signed addenda.
- The tender breakdowns were reviewed for mathematical errors, and to ensure the breakdown matched the bid price received at time of closing. No errors were found.
- The tender documents called for the submission of Statements 'A' which outlined the list of material suppliers to be used. Both bidders are proposing equipment from the preferred listed suppliers.
- Tenderers were required to acknowledge any addenda received during the tender period. All tenderers confirmed receipt of addendums No. 1 to 8 inclusive.

Bidders were required to provide the bid submission by hardcopy to the City by Wednesday, May 13th, 2020 which was confirmed by City staff.

Conclusions

In summary, based on our review of the tenders submitted, we recommend the following:

1. The City should select a Contractor to complete the WEWPCP Phase I Upgrades project;
2. The required by-law should be drafted and passed by Council to facilitate execution of the attached CCDC 2 Stipulated Price Contract (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Sincerely,
AECOM Canada Ltd.



Rick Talvitie, P. Eng
Manager, Northern Ontario



Bander Abou Taka, P.Eng
Design Delivery Lead

Encl.

May 20, 2020

Catherine Taddo, P.Eng.
Land Development and Environmental Engineer
Public Works and Engineering Services
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

Dear Ms. Taddo:

Project No: 60505229 – West End Wastewater Treatment Plant Phase I Upgrades
Regarding: Integration and Programming Fees

We are pleased to present this letter outlining our estimated fees to provide integration and programming services for the West End Wastewater Treatment Plant Phase 1 Upgrades. Our quotation below is based on the Issued for Tender drawing set issued in February 2020, and our knowledge of the Sault Ste. Marie SCADA Standards.

Scope of Work

Our proposed scope of work includes the following components:

- Provide the necessary HMI (Human Machine Interface) programming components. This includes the two (2) plant ICP panels and integrating the eight (8) vendor ICP panels.
- Integration of HMI updates into the existing Sault Ste. Marie Wastewater SCADA System.
- Provide the necessary PLC (Program Logic Controller) programming components for the two ICPs identified on drawing N-002.
- Provide the necessary OIT (Operator Interface Terminal) programming components for the two (2) ICPs identified on drawing N-002.
- Provide a Process Control Narrative for the West End Wastewater Treatment Plant as per the existing SCADA Standards.
- Control software development will commence after the PCN is approved. Software development will include static screen submission and software factory acceptance testing (FAT).
- Attend the Factory Acceptance Testing (FAT) for the two (2) ICPs and the eight (8) vendor panels, provided they are within Ontario.
- Conduct a software review for the eight (8) vendor supplied panels.
- Coordinate with City staff any required upgrades to the existing workstation and program licensing.

- Attend monthly construction meetings, as required or requested by the Contract Administrator.
- Participate and witness control panel I/O checks.
- Witness the network cable verification performed by the Contractor.
- Witness the network site acceptance (SAT) performed by the Contractor.
- Lead and conduct the SCADA software site acceptance testing (SAT).
- Provide a West End Wastewater Treatment Plant SCADA O&M per existing SCADA O&Ms that currently exist in the City.
- SCADA System Training.

We note that our scope of work has been prepared with the following exclusions:

- Supply and installation of any hardware, cabling, or field wiring is by others.
- All panel FATs will take place in the province of Ontario.

Estimated Fees

Our estimated fees for the scope of work identified above, has been prepared based on the Issued for Tender drawings dated February 2020. The fee estimate noted below would be considered as an allowance “upset limit” and has been estimated based on the number of I/O points and ICP’s in the contract. Monthly invoices would be provided outlining actual hours worked to reflect the actual effort to complete the programming.

Item	Description	Total
1.	Overall Project Management and Quality Control	\$15,000
2.	Headworks Building A – SCADA Software and Integration	\$10,000
3.	Headworks Building B – SCADA Software and Integration	\$85,000
4.	Administration and Dewatering Complex – SCADA Software and Integration	\$145,000
5.	Septage Unloading System – SCADA Software and Integration	\$14,000
6.	Main Pumping Station – SCADA Software and Integration	\$12,000
7.	SCADA O&M	\$15,000
8.	Post Commissioning & Warranty Period Support	\$28,000
9.	Disbursements	\$6,000
	Sub-Total	\$330,000
	Contingency (5%)	\$16,500
	Total	\$346,500

*All prices exclude HST.

The billing rates will be as follows:

Staff Level / Description	Bill Rate / Hour
Project Management	\$210
Senior Instrumentation and Automation Engineer	\$190
Intermediate Instrumentation and Automation Engineer	\$155
SCADA Software Programmer	\$130
Junior Instrumentation and Automation Designer	\$90

The above rates do not include disbursements, which will be billed under Item 8 in the table above.

We trust that the information presented herein is of sufficient detail for the City's purposes. Should you have any questions regarding the information presented, please do not hesitate to contact the undersigned. We would be pleased to meet with you to discuss any of the information presented herein.

Sincerely,
AECOM Canada Ltd.



Muhannad Bagajati, P.Eng.,
Wastewater Group Leader
AECOM Canada Ltd.
T: (519) 963-5886
M: (519) 639-7681
E: m.bagajati@aecom.com



Rick Talvitie
Manager, Northern Ontario
AECOM Canada Ltd.
T: (705) 942-2612
M: (705) 971-2612
E: rick.talvitie@aecom.com

May 14, 2020

Catherine Taddo, P.Eng.
Land Development and Environmental Engineer
Public Works and Engineering Services
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

Dear Ms. Taddo:

Project No: 60505229 – West End Wastewater Treatment Plant Phase I Upgrades
Regarding: Updated Capital Cost Estimate and Engineering Fees

Please accept this letter as an update to the Project Status, Capital Cost Estimate and Engineering Fees based on the Tender Ready Package issued in February 2020.

Project Status

The project was issued for tender in February of 2020. Tenders were received on May 6th from two (2) of the four (4) pre-qualified contractors. AECOM has reviewed the tenders received and issued a tender award recommendation in a separate letter.

Capital Construction Cost Estimate

The estimated capital construction costs for this project has been calculated based on the Issued for Tender Package including the contract drawings and specifications. The cost estimate is considered to be a “Class A”, per the definitions provided by Public Works Canada, and carries an accuracy of +/- 10%. This estimate is considered valid for bid comparison purposes. The table below provides a breakdown of the costs.

Item No.	Description	Estimated Cost
Division 1	General Requirements	\$3,760,000.00
	Insurance Requirements	\$420,000.00
	Bonding	\$315,000.00
	Mobilization and Demobilization	\$350,000.00
	Temporary Arrangements	\$75,000.00
	Construction Staging	\$450,000.00
	O&M Manuals	\$25,000.00
	As-Built Drawings	\$25,000.00
	Commissioning	\$300,000.00
	General Overhead & Mark-Up	\$1,800,000.00
Division 2	Site Civil	\$960,000.00
	Surface Preparation, Clearing, Grubbing, and Stripping	\$70,000.00
	Yard Piping	\$250,000.00
	Backfill and Granular	\$135,000.00
	Asphalt Surfaces	\$215,000.00
	Recycled Asphalt Surfaces	\$55,000.00
	Concrete Surfaces	\$25,000.00
	Site Restoration	\$210,000.00
Division 3 -9, 12	Structures (Concrete Works, Masonry, Metals, Woods & Plastics, Thermal & Moisture Protection, Doors & Windows, Finishes, and Furnishings)	\$3,525,000.00
	Upgrades to Existing Structures & Channels	\$450,000.00
	Headworks Building A	\$2,100,000.00
	Administration & Dewatering Complex	\$775,000.00
	Main Sewage Pumping Station Modifications	\$120,000.00
	Septage Unloading Station	\$80,000.00
Division 11	Process Equipment	\$7,648,000.00
	Headworks Building A	\$1,276,000.00
	Headworks Building B	\$470,000.00
	Thickening and Dewatering Building (Including WAS Tank)	\$5,676,000.00
	Septage Unloading Station	\$226,000.00
Division 13	Controls & Instrumentation	\$1,180,000.00
	Main Sewage Pumping Station	\$25,000.00

	Headworks Building A	\$340,000.00
	Headworks Building B	\$195,000.00
	Administration and Dewatering Building	\$580,000.00
	Septage Unloading System	\$40,000.00
Division 14	Conveyance System	\$210,000.00
	Headworks Building A Hoists & Monorails	\$125,000.00
	Thickening and Dewatering Building Hoists and Monorails	\$85,000.00
Division 15	Mechanical (HVAC & Odour Control)	\$4,052,000.00
	Headworks Building A HVAC	\$517,000.00
	Headworks Building B Upgrades	\$752,000.00
	Main Pumping Station HVAC Upgrades	\$88,000.00
	Administration and Dewatering Complex HVAC	\$1,615,000.00
	Headworks Odour Control System	\$350,000.00
	Thickening and Dewatering Building Odour Control System	\$650,000.00
	Septage Unloading Station HVAC	\$80,000.00
Division 16	Electrical	\$5,201,300.00
	Main Sewage Pumping Station	\$2,983,100.00
	Headworks Building A	\$328,000.00
	Headworks Building B	\$415,200.00
	Administration and Dewatering Building	\$1,300,000.00
	Septage Unloading System	\$175,000.00
Division 17	Structural Cabling & Enclosures	\$200,000.00
	Cabling & Enclosures	\$200,000.00
	Sub-Total (Division 1 - 17)	\$26,736,300.00
	Northern Ontario / Remote Location Factor (10%)	\$2,673,630.00
	Integration Allowance	\$350,000.00
	Construction Contingency (10%)	\$2,673,630.00
	*Total Estimated Capital Cost	\$32,400,000.00
	*Class A Estimate Accuracy (+/- 10%)	\$29.2M to \$35.6M

*Excluding engineering and HST

Previous Capital Cost Estimates

Request for Proposal Stage (March 2015)

At the time of issuance of the RFP in March 2016, the capital works costs were estimated between \$13M to \$28M based on the scope of work identified. The wide range in costs was due to various options for each of the upgrades. For example, the screening building options ranged in costs between \$3.8M to \$13.1M. AECOM's proposal was submitted based on a capital cost estimate of \$20M (mid-range of \$13M to \$28M).

Based on Construction Cost Index of 15.4% (2015-2019): **\$14.8M to \$32.3M**

30% Detailed Design Stage Estimate (February 2018)

In February of 2018, AECOM provided an updated construction cost estimate and an updated engineering cost estimate based on the revised scope of work defined through preliminary design activities. The capital construction cost estimate was estimated between \$23.5M to \$32.7M.

Post 30% Design Stage Estimate (March 2018 to August 2019)

Following the 30% design submission several major items were added to the project that were either not anticipated or were intended for a future phase. The principal items added included replacement of the septage receiving station, the addition of site wide stand-by power and the addition of a WAS storage tank. Each of these items were added at different points in the design phase and their estimated costs were \$750K, \$2.95M, and \$1.1M respectively, bringing the construction estimate to **\$27.55M to \$36.75M**.

90% Detailed Design Stage Estimate (September 2019)

A Class B (+/- 15%) capital construction cost estimate was prepared on September 20, 2019 which estimated the costs between **\$28.0M and \$35.8M**.

Pre-Tender Stage Cost Estimate (October 2019)

AECOM has prepared an updated cost estimate based on the Tender Ready set provided to the City on October 31, 2019. The pre-tender Class A (+/- 10%) capital construction cost estimate presented herein estimates the capital construction costs between **\$29.2M to \$35.6M**, which remains within the accuracy of the previously provided cost estimates.

Engineering Design and Construction Phase Fee Estimates

Request for Proposal

Our original Proposal submitted in March of 2016 included a defined upset limit for preliminary design and estimates for the detailed design and construction phase services. As identified in our original proposal, our original fee was \$2,795,850 representing 14% of the capital construction estimate of \$20M (Note: \$20M was the mid-range of the \$13M to \$28M). The detailed design fee portion was estimated to be \$1,163,640 (incl. a portion of the project management task) or 5.8%

of the \$20M capital construction value. AECOM developed our initial fee estimate (i.e. 14% of construction value) based on the anticipated project complexities as we envisaged them at the time of our submission. As noted in subsequent sections of this letter, the project complexities increased as the project evolved.

30% Detailed Design Estimate

In our letter dated February 6, 2018 AECOM noted additional scope items have been added to the project by the City which would impact the design fees. AECOM recommended that no changes be made to the engineering services contract at this time until the final design is completed, as there were a number of complexities forthcoming which would impact the design fees further. AECOM requested that the City authorize the use of a portion of the approved Construction Phase services fees for the purposes of completing the detailed design, with recognition that our fee estimate for construction services will be reviewed and adjusted at the time of construction.

Detailed Design Completion

The detailed design is now complete and the Class A construction cost estimate as presented in this letter predict the construction costs to be **\$32.4M** with an accuracy range of +/-10% (\$29.2M to \$35.6M). AECOM's construction cost estimate was subsequently confirmed to be a good approximation of the value of the work as it fell between the two tender submissions received.

As of May 8, 2020 the engineering design costs have totalled \$2,319,850.91. This value includes \$410,870.00 for preliminary design, and \$1,908,980.91 for detailed design.

The factors that contributed to the design cost and capital cost increases can be summarised into four (4) categories which are detailed below:

Category 1 – Project Scope Resolution and Cost Escalation

1. Project scope clarification from the March 2016 Request for Proposal, which estimated the costs to range between \$13M to \$28M. As the preliminary design progressed, the scope of the work was better defined, the true capital cost estimate of the original scope was determined to be closer to \$26.6M instead of the estimated \$20M:
 - i. The screening building cost estimate ranged from \$3.8M to \$13.1M based on three (3) different design options. The \$20M capital cost estimate was based on a screening building average cost of \$8.5M. The preferred option selected included a new screening building which was included in the detailed design phase. Although this was the recommended option and provided the highest value to the City, the capital costs associated with it were closer to the upper end of the estimated range of \$13.1M – a \$4.6M increase from the original estimate.
 - ii. The dewatering upgrade capital cost estimate ranged between \$5.5M to \$9.5M, and the \$20M capital cost estimate was based on a \$7.5M value. The final design included significant upgrades to the dewatering complex, with a final cost estimate of \$9.5M – a \$2M increase.

- iii. Inflation cost escalation from 2016 to 2019 have been included in the updated cost estimates for the headworks and dewatering building.

Category 2: Phase II Upgrades Included in Phase I

- 2. Added capital works which were outside the scope of the Request for Proposal and planned for Phase 2, have been fast tracked to Phase 1 as they presented long-term cost savings to the City. These upgrades are critical for the plant and completing them in Phase 1 removes them from the future Phase 2 upgrades. The total costs of these items are \$6.2M (2016 dollars), which represents \$6.6M in 2019 dollars. These items are summarized below:
 - i. The septic receiving station, which was not part of the original Phase 1 scope of work, was added to the project. The septic receiving station was first designed as an outdoor system to match the existing installation. A redesign of the septic system was required as direction was received to provide an indoor heated installation. This required a more elaborate design with a fully enclosed structure. The enclosure increased the NPFA-820 classification requirements and added provisions for hazardous location design, including HVAC equipment, gas monitoring systems, and classified process equipment.
 - ii. The addition of site-wide standby power, including the requirement to supply standby power to HVAC equipment in the new inlet building and dewatering complex. The HVAC systems for these facilities must remain operational at all times (i.e. during power outages) to maintain area classification. The addition of standby power also resulted in the requirement for a new switchgear and major upgrades to the existing primary power distribution system throughout the facility. Completing the electrical upgrades in Phase 1 avoided “wasted capital” of completing partial electrical work in Phase 1 only to be reconstructed again in Phase 2 as part of the plant wide electrical infrastructure upgrades. The Phase 1 electrical upgrades have been completed with Phase 2 in-mind, to simplify future expansions and works at the facility.
 - iii. Major modifications were necessary in the main pumping station, including the retrofit of the existing generator room to house the new switchgear. Modifications included new service ducts and wiring to maintain the operation of the facility during all stages of construction. These works will simplify future Phase 2 upgrades and any future expansions at the facility.

Category 3: Incremental Scope Increases

- 3. Incremental additions of project scope at various stages of the design. In addition to the increased scope, incremental scope modifications result in design revisions, which increase the overall design effort as a percentage of the overall capital cost. Some of these incremental modifications include:
 - i. Site-wide air and noise modelling and assessment. The requirement was confirmed during a pre-consultation meeting with the MECP on January 31, 2018.
 - ii. Evaluation of the standby power requirements, including the City's preference to review and evaluate a site-wide emergency standby power system. An evaluation and assessment were conducted at the City's request with the findings summarized in a technical memorandum. The

site-wide emergency power was subsequently added to the scope of work.

- iii. Odour control stack modifications and other odour control mitigation measures to address the results of the site-wide air and noise assessment conducted. Although our original proposal included a technical memorandum to conduct an air and noise assessment, the addition of site-wide standby power and consultations with the MECP resulted in the requirement to conduct a dispersion air and noise model for the entire plant. The results of this assessment included modifications to the existing exhaust stack, and the addition of 2 new odour stacks. The final design was significantly more comprehensive than the proposal scope for an air and odour assessment for the new works only.
- iv. Conducting a digital scan and 3D model of the existing dewatering complex to aid in the detailed design activities, as presented to the City during the design workshops. This approach increased the overall design efforts; however, we believe this approach will result in an overall net cost benefit to the City by better identifying potential conflicts and ambiguity, which will lead to a reduced number of potential change orders in the field.
- v. The addition of the outdoor above grade WAS storage tank at the 90% design stage. The requirement for this tank was confirmed through conducting two (2) sets of field tests and analyzing the impact of storing WAS in the secondary clarifiers. The first test results were positive and indicated that a WAS storage tank may not be required. However, as discussions with the MECP progressed, the Environmental Compliance Approval (ECA) requirements were changed by the MECP, making it more difficult to store WAS in the clarifiers. The second test was conducted with these new requirements in mind and indicated that a WAS storage tank was required. This additional scope increased the overall capital cost, added design work and due to its late addition involved design revisions of the piping systems within the dewatering building basement and re-design of the WAS pumping system.

Category 4: Unforeseen Plant Challenges and Complexities

- 4. As the detailed design process progressed and a larger portion of the facility was included for upgrades, unforeseen site complexities and challenges became apparent related to interconnecting infrastructure that had to be addressed. The inclusion of these scope items was necessary to provide a feasible design. Some of these items are summarized below:
 - i. The geotechnical design investigation which was completed during the preliminary design stage noted poor soil and sub-grade conditions. The structural design of building foundations and exterior structural elements required a more complex design to mitigate the risk associated with the poor soil conditions. Simple outdoor structures such as typical exterior concrete pads for the standby power generator, exhaust stacks, and HVAC equipment now required deep foundations and strip footings, each of which had to be designed as opposed to utilizing a standard detail. The headworks building foundation was also more complex to mitigate the risks of poor soils. These requirements were unforeseen prior to the completion of the geotechnical investigation.
 - ii. The addition of standby power and subsequent field investigations brought to light unforeseen complications associated with the existing electrical duct banks and conduits as the site conditions did not match the plant as-builts. The existing ducts which were believed to contain a

number of spare conduits were discovered to be full of unidentified cables. Design time was required to review the purpose of these wires and to incorporate adequate provisions for the construction staging. The final design incorporated additional conduit duct banks to facilitate the construction and to provide spare capacity for future expansions. As part of this work, a detailed electrical staging plan was prepared to facilitate the work while maintaining power to all critical components of the plant.

- iii. The creation of a new electrical room in the administration building storage room to facilitate the electrical construction staging and increased electrical scope of work. Modifications included new ducts underneath the storage room, structural support details, and construction staging requirements. These electrical upgrades will modernize the majority of the electrical infrastructure within the facility, which would have required upgrades in the near future if they were not addressed as part of the Phase 1 upgrades.
- iv. The existing effluent water system pressure was discovered to be inadequate to service the new RDTs and centrifuges. During the 60% detailed design meeting, the PUC highlighted additional concerns with the effluent water system and noted maintenance upgrades are underway. After review of the effluent water system, the final design incorporated a booster system to service the dewatering and thickening equipment.
- v. The final design included a comprehensive retrofit of the administration building and dewatering complex including full HVAC rework, roof and window replacements, exterior structural upgrades, and lighting upgrades which were included in the scope following the preliminary design stage assessment of the building.
- vi. The requirement to develop a detailed construction staging plan to facilitate the installation of the dewatering and thickening equipment, while maintaining the plant functionality. Although construction scheduling and staging is a responsibility of the Contractor, we believe that due to the complex nature of this project, a thorough staging plan would provide additional cost benefit to the City. While the preparation of detailed construction staging plans increases engineering cost, we believe that these will be offset through a reduction of construction risks and potential claims if left to the discretion of the contractor. The suggested staging plans provide bidders with a more thorough understanding of the project restrictions.
- vii. Both the electrical and dewatering facility staging plans required the involvement of senior staff, the development of staging documents unique to this facility, and the preparation of construction staging drawings for temporary works considered outside the typical project requirements.
- viii. The general contractor pre-qualification process was commenced twice – the first time in early 2019 which was cancelled due to legislative changes impacting Union Requirements. The pre-qualification documents were then revised and re-issued later in 2019 after the latest legislative changes were finalized.
- ix. Based on all the noted items above, the overall project design schedule was extended which results in increased design costs. The design was paused at multiple stages and then restarted due to a number of factors, most of which are noted above. Stopping and restarting the design

team is costly and impacted the overall design fees.

We have attempted to mitigate the cost implications of the above unforeseen issues to the best of our abilities throughout the detailed design stage. The complexities of maintaining the operation of the facility while completing the construction upgrades was a significant challenge.

The original detailed design fee of 5.8% has been held for the requested additional design fees, keeping in line with our original Request for Proposal. The construction phase services fee estimates of 6.2% of the construction cost appears sufficient at this stage based on a 24-month construction period. The total engineering design and construction phase services fees would be approximately 13.3% of the overall construction value, reduced from our original proposal of 14.0%. The costs are summarized below:

	Capital Cost	Design Phase Fees (%)	Construction Admin Fees (%)	Total Fees (% of Capital Costs)
Approved Engineering Budget	\$20M	\$1,561,410 + \$13,100 (scope change) = \$1,574,510 (7.9%)	\$1,234,440 (6.2%)	\$2,808,950 (14.0%)
Additional Fee Request				
1 Scope Clarifications and 2016 – 2019 Cost Escalation	\$6.6M	\$382,800 (5.8%)	\$409,200 (6.2%)	\$792,000 (12%)
2 Phase 2 Items Included in Phase 1	\$4.3M	\$249,400 (5.8%)	\$266,600 (6.2%)	\$516,000 (12%)
3 Incremental Scope Additions	\$1.5M	\$87,000 (5.8%)	\$93,000 (6.2%)	\$180,000 (12%)
4 Increased design effort due to incremental scope additions, delays, and re-design efforts.	*N/A – Final capital costs included in items above	\$26,140 (<0.1%)	\$0	\$26,140
Total Fee: (% of Estimated Capital)	\$32.4M	\$2,319,850 (7.2%)	\$2,003,240 (6.2%)	\$4,323,090 (13.3%)
Total Additional Fee Request		\$768,101	\$768,800	\$1,536,901

*Project delays, incremental scope changes, and re-design efforts increases the overall design costs however is often not reflected in the capital costs. As such, the design fees increase as a percentage of the overall capital costs.

The total design and construction administration fees would be \$4,323,090 representing a reduction of our fees from 14.0% to 13.3% of the capital cost estimate. For your reference, we note that the Ontario Society of Professional Engineers Fee Guideline for assignments of well-established scope of service over many similar projects suggests an engineering fee of 14% of the cost of construction for projects greater than \$10M in capital cost.

We trust that the information presented herein is of sufficient detail for the City's purposes. Should you have any questions regarding the information presented, please do not hesitate to contact the undersigned. We would be pleased to meet with you to discuss any of the information presented herein.

Sincerely,
AECOM Canada Ltd.



Muhannad Bagajati, P.Eng.,
Wastewater Group Leader
AECOM Canada Ltd.
T: (519) 963-5886
M: (519) 639-7681
E: m.bagajati@aecom.com



Rick Talvitie
Manager, Northern Ontario
AECOM Canada Ltd.
T: (705) 942-2612
M: (705) 971-2612
E: rick.talvitie@aecom.com

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-114

LICENSING: A by-law to amend By-law 93-206 (being a by-law to provide for licensing of lotteries).

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-LAW 93-206 AMENDED

By-law 93-206 is amended as follows:

- a) Paragraph 1 is amended by deleting
“City Tax Collector”
and inserting
“City Clerk or designate”

2. EFFECTIVE DATE

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

PASSED in open Council this 8th day of June, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-116

AGREEMENT: (Engineering) A by-law to authorize the execution of the Contract between the City and Maple Reinders Constructors Ltd. for the West End Water Treatment Plant Phase I Upgrades (Contract 2019-13E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 8, 2020 between the City and Maple Reinders Constructors Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for the West End Water Treatment Plant Phase I Upgrades (Contract 2019-13E).

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 8th day of June, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2 0 0 8

Sault Ste. Marie West End Waste Water Treatment Plant Phase 1 Upgrades

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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- 10. Drawings
- 11. Notice in Writing
- 12. Owner
- 13. Place of the Work
- 14. Product
- 15. Project
- 16. Provide
- 17. Shop Drawings
- 18. Specifications
- 19. Subcontractor
- 20. Substantial Performance of the Work
- 21. Supplemental Instruction
- 22. Supplier
- 23. Temporary Work
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- GC 12.1 Indemnification
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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.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 8th day of June in the year 2020.

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

Maple Reinders Constructors Ltd.

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
City of Sault Ste. Marie West End Waste Waste Treatment Plant Phase 1 Upgrades

insert above the name of the Work

located at

West End WWTP - 55 Allen's Side Road

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which
AECOM Canada Ltd.

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 9th day of June in the year 2020 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 7th day of April in the year 2022.

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

*

Addenda 1 to 8

Instructions to Bidders

Accessibility for Ontarians With Disabilities (AODA)

Form of Tender

Supplmentary Definitions to CCDC2

Form of Agreement – CCDC2 Documents

Supplementary General Conditions to CCDC2

Appendix A – Suggested Staging Plan

Appendix B – Sanitary By-Pass Pumping Plan

Technical Specifications

Division 1 - General Requirements

Division 2 - Site Construction

Division 3 - Concrete

Division 4 - Masonry

Division 5 - Metals

Division 6 - Wood and Plastics

Division 7 - Thermal and Moisture Protection

Division 8 - Doors and Windows

Division 9 - Finishes

Division 11 - Equipment

Division 12 - Furnishings

Division 13 - Instrumentation

Division 14 - Conveying Equipment

Division 15 - Mechanical

Division 16 - Electrical

Division 17 - Communications

Standard Specifications

Appendix A – Designated Substance Report

Appendix B – Geotechnical Report

Appendix C – Pre-Selected Centrifuges

Appendix D – Pre-Selected Screens

Appendix E – Pre-Selected Thickeners

* Refer to attached List of Drawings

* (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:

Thirty One Million, Four Hundred Forty Thousand, Seven Hundred ----- 00 /100 dollars \$ 31,440,700.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Four Million, Eighty Seven Thousand, Two Hundred Ninety One----- 00 /100 dollars \$ 4,087,291.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Thirty Five Million, Five Hundred Twenty Seven, Nine Hundred Ninety One 00 /100 dollars \$ 35,527,991.00

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

Royal 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 P6A 5N1

address

705-541-7165

facsimile number

c.taddo@cityssm.on.ca

email address

Contractor

Maple Reinder Constructors Ltd.

*name of Contractor**

2660 Argentia Road, Mississauga, ON L5N 5V4

address

905-821-4822

facsimile number

civiltenders@maple.ca

email address

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

519-963-5885

facsimile number

neil.awde@aecom.com

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

Maple Reinders Constructors Ltd.

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;
- .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.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2020-117

AGREEMENT: (E2.2) A by-law to authorize the execution of the AECOM Fee Addendum Authorization for the West End Water Pollution Control Plant Phase I Upgrades.

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 AECOM Fee Addendum Authorization dated May 26, 2020 for the West End Water Pollution Control Plant Phase I Upgrades, 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 8th day of June 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Fee Addendum Authorization

Client Contract Change

Project Name: West End Water Pollution Control Plant Phase I Upgrades

AECOM Project No.: 60505229

Client/Sub Name: City of Sault Ste. Marie

Subject: West End WPCP Phase I Upgrades - Updated Engineering Fees

Sub Contract Change

Change No.: 2

Date: 26-May-20

Contract Reference No.: City SSM By-Law No. 2016-38

Pursuant to the Agreement, the following change to the Scope of Work for the above project is advised:

Description of Change:

Fee Addendum to update engineering fees for Design, Construction and Integration and Programming as per the attached AECOM letter dated May 14, 2020 Re: Updated Cost Estimate and Engineering Fees and AECOM letter dated May 20, 2020 Re: Integration and Programming Fees.

Fee: The agreed contract value will be: unaltered, increased, decreased by

Time & Materials -
\$1,883,401 (AMT)

Time: The agreed time for completion is unaltered, increased, decreased by 1,313 (calendar days)

Contract Value Summary		Time Changes Summary	
Original Contract Value	\$2,795,850.00	Original Contract Completion Date	27-May-20
Net value of changes previously authorized	\$13,100.00	Net Change Previously Authorized (calendar days)	0
This change	\$1,883,401.00	This Change (calendar days)	1,313
New Contract Value	\$4,692,351	New Contract Completion Date	31-Dec-23

Fee Addendum Approval

AECOM Project Manager	Signature	Date
AECOM Authorized Signatory	Signature	Date
Christian Provenzano, Mayor		June 8, 2020
City of Sault Ste. Marie	Signature	Date
Rachel Tyczinski, City Clerk		June 8, 2020
City of Sault Ste. Marie	Signature	Date
City of Sault Ste. Marie	Signature	Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-119

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Lions Club of Sault Ste. Marie for the maintenance and operation of the campground.

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 between the City and The Lions Club of Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is for the maintenance and operation of the campground.

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 8th day of June, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Pointe Des Chenes Family RV Park and Campground

Between

The Corporation of the City of Sault Ste. Marie

(Hereinafter called the "City")

OF THE FIRST PART

And

The Lions Club of Sault Ste. Marie, Ontario

(Hereinafter called the "Club")

OF THE SECOND PART

WHEREAS the Club has operated Pointe Des Chenes Family RV Park & Campground for the past 34 years,

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

1. TERM OF THE AGREEMENT

The term of the agreement shall be for one (1) year commencing March 1, 2020 and terminating March 1, 2021.

2. SPECIFICATION FOR OPERATION AND MAINTENANCE

The park and park assets, as listed in #17, remain the property of the City and pertinent legislation and park policies will apply in the maintenance and operation of the park.

3. CAMPING

There are approximately 108 campsites (tent/trailer) situated on a 10-acre area. The campground is serviced by the two comfort stations. Each campsite includes a picnic table and fire ring. Electrical hookups are available at approximately 103 of these sites. Forty-seven (47) campsites have 30-amp service, fifty-six (56) have 15-amp. service and five (5) are tent only. There is no potable water on the site.

4. PICNIC AREA

There is a day use picnic area abutting the campground, however the operation of this area is not part of this contract. The day use area will continue to be operated by the City's Parks Division staff.

5. STORE

The Club may operate a confectionery/snack bar within the Campground to provide visitors with convenience foods and basic grocery items. The Club may move a portable building (i.e. Chip stand or trailer) into the park, to a location approved by the City's Manager of Parks.

6. FIREWOOD

Firewood is located in the wood yard and available for campers to purchase through the office/store. The Club is required to have firewood available for sale to park customers during the operating season of the agreement.

7. OPERATING DATES

The minimum operating dates of the park are normally from mid-May until end of September annually. However pursuant to Emergency Orders under the Provincial Government's declared emergency pursuant to the *Emergency Management and Civil Protection Act* the operating dates are subject to provincial Orders. Extended operating dates are encouraged. The 2020 opening date is also subject to work on the water treatment plant and regular commissioning of the water system following those modifications.

8. REVENUE

The Club will retain all net profit generated through the operation of Pointe Des Chenes Campground including the sale of permits, firewood, ice, groceries, and sundries.

9. INDEMNITY

The Club shall completely indemnify and save harmless the City, 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 City, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Club, its members, employees, agents or officers or as a result of the performance of this Agreement or use of Point Des Chenes Family RV Park and Campground by the Club, its members, agents or officers or as a consequence of the negligent actions or inactions of the Club, its members, employees, agents or officers.

10. INSURANCE

The Club agrees to maintain at all times during the currency of this Agreement, hereinbefore described, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive General Liability Insurance (if this agreement is extended beyond March 1, 2021, the Club shall be required to show proof of a minimum of Five Million (\$5,000,000) Dollars for that and any subsequent Term) in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an "Additional Insured" to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.

11. AUDITS OF PERFORMANCE

Audits of performance will be carried out monthly by the Club. All audits will be recorded and maintained by the Club in order that efficiency and desirable operation of the park are promoted. Records may be inspected by the City at any time. The Club will be required to provide the City with statistical information on occupancy, campground revenue, firewood sales, concession operations and capital expenditures on an annual basis.

12. ADMINISTRATION OF THE CONTRACT

The City's Manager of Parks is appointed as administrator of the contract. The person holding this position will be the City contact person with the Club.

13. EXPANSION OF FACILITY

The City is under no obligation to provide for the addition or deletion of facilities in the park. If City funding is required, budget approval is required by City Council.

14. WATER TREATMENT PLANT

The Lion's Club is and will continue to absorb a larger percentage of the annual cost for the water treatment plant operation and maintenance that currently services the day park & campground. The cost sharing is 90% Lion's Club and 10% City.

15. ELECTRICAL UTILITY COST

The Club is responsible for payment of electrical utility costs for the campground which includes a shared cost of electricity to operate water treatment plant and sentinel lights. The Club requests monthly copies of PUC Invoices be sent to them.

16. REPAIRS & MAINTENANCE OF ELECTRICAL, MECHANICAL & PLUMBING

The Club will pay the first \$500.00 for repairs and maintenance of all electrical, mechanical and plumbing cost. Costs over \$500.00 will be shared with the City on a 60/40 basis up to a maximum of \$5,000.00. Any repair or maintenance of electrical, mechanical or plumbing in which the Lions club and the City's equal share would amount to \$5,000 or more, will first require approval by

the Lions Club Board of Directors to ensure funding is available and that the project will not place the club in a negative financial operating position.

17. BUILDINGS AND EQUIPMENT

The following buildings and equipment are part of the campground and available for use of the Club. Prior to the opening of the park, the Lions Club Campground Committee Chair or designate along with the City, shall inspect all buildings and equipment and record an agreement on the condition of such. A copy of this agreement shall be provided to the Lions Club Campground Committee Chair.

At the completion of the contract, the City will expect to receive all items in at least as good condition as when turned over to the Club, reasonable wear and tear excepted. Whenever possible, City Staff should notify the Club of any proposed visits to the park by City Staff so that a Club designate may participate in the said visit.

City assets:

Park Office and Residence, 3 bay garage, Cold Storage Building, West Comfort Stations c/w 4 showers, 4 urinals and 13 flush toilets and 12 washbasins, East Comfort Station c/w 2 urinals, 9 flush toilets, 2 showers and 8 wash basins, Trailer sanitation station, and former pump house building.

Club provided assets:

Picnic tables on each site, Cub Cadot, wagon, tractor, lawnmowers, grass trimmer, freezer, cooler, cash register, wood splitter, apartment fridge, stove and furniture, washer, dryer and two generators.

18. ACCOMMODATION

The Club may occupy the residence commencing two weeks prior to opening each year until two weeks after closing date during the currency of this agreement. It is understood that the office and the attached apartment are not being used by the Club as "residential unit" as defined in the provisions of the *Residential Tenancies Act, 2006*.

19. OPERATION & MAINTENANCE

a) Buildings - General Maintenance

All buildings must be maintained in a clean safe and sanitary condition at all times to the satisfaction of the City. Repairs must be made immediately. Adequate supplies must be provided in all toilets.

b) Roads, Campsites & Beaches

For the utmost safety, hazardous trees and limbs located in the campground area shall be reported to the City as soon as possible. The City will conduct an annual review of park trees and will mark and remove hazardous trees as soon as possible. The Club will notify the City of any hazardous trees or limbs that become evident throughout the season. Potholes in roads are to be kept repaired and dust control measures taken as necessary. All litter, debris and hazardous materials must be removed from the shoreline and campground daily.

c) Garbage Pickup & Disposal

The Club hereby agrees to pick up and dispose of all garbage as required. Daily pickup is required. The City will be responsible for disposal arrangements. The Club will reimburse the City for this use of the dumpster on a 50/50 basis. The Club will pick up all litter within the campground.

d) Signs

Park signs in the campground and on the highway shall be paid by the Club; however, the City will supply the signs to ensure compliance with any by-laws or other legal requirements concerning sign use. The signs will either have an opening and closing date of the park on them, or covers supplied to go over the signs at season's end to indicate the park is closed for the season. The size of the signs are approximately 18" x 30" with the exception of four larger ones, which are approximately 2' x 6'.

20. CANCELLATION

Either party hereto may terminate this contract by providing not less than 6 months' written notice of its intention to terminate. It is acknowledged by the parties hereto that the said 6-month notice period must be provided prior to June 30 in any year in which the said party intends to terminate the said contract. Failure to provide proper notice of intent to terminate shall require each party hereto to continue with its performance obligations as set out herein.

In the event that the City exercises its right to early termination as set out in this clause the City shall reimburse the Club for any capital expenditures the Club may have incurred during the term of this contract. Such reimbursement shall be paid upon termination of this contract.

21. BREACH OF CONDITIONS

Any breach of the terms and conditions of this agreement by the Club will constitute an automatic cancellation of this agreement, unless the Club, within 30 days of being notified in writing by the City of the breach, rectifies the breach to the satisfaction of the City, which rectification or cancellation will then be confirmed in writing by the City. This clause is included for the benefit

of the City and may be waived at its discretion. Unless waiver is given in writing by the City to the Club, the City will not be deemed to have waived any

breach by the Club or any of the terms or conditions of this agreement and a waiver relates only to the specific breach to which it refers and in no way affects or limits the rights of the City with respect to any breach to which it does not refer.

This agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunder caused to be affixed their respective corporate seals attested by the hands of their proper officers.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2020.

THE LIONS CLUB OF SAULT STE. MARIE, ONTARIO

PRESIDENT -

CHAIRPERSON -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2020-120

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

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

1. STREETS ESTABLISHED AND ASSUMED

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

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 8th day of June, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-120

1. OLD GOULAIS BAY ROAD

PIN 31565-0195 (LT)
PT SEC 13 KORAH BEING PT 1 1R13553; CITY OF SAULT STE. MARIE

2. QUEEN STREET EAST

PIN 31498-0101 (LT)
PT SEC 10 ST. MARY'S, BEING PTS 1 AND 2, PLAN 1R13619; CITY OF SAULT STE. MARIE

3. GRAND BLVD.

PIN 31555-0008 (LT)
PT LT 5 PL51145 ST. MARY'S PT 3 1R1407; SAULT STE. MARIE

4. LUCY TERRACE

(a) PART PIN 31539-0084 (LT)
PT LT 11 PL 844 ST. MARY'S PT 9 1R7378

(b) PIN 31539-0086 (LT)
PT FRONT ST PL 844 ST. MARY'S CLOSED BY T300658 PT 10 1R7378 S/T
T308899; SAULT STE. MARIE

(c) PIN 31539-0087 (LT)
PT LANE PL 844 ST. MARY'S CLOSED BY T296819 PT 12 & 15 1R7378; S/T
T298104; SAULT STE. MARIE

5. DELL AVENUE

PART PIN 31497-0311 (LT)
PT LT A RIVER RANGE RANKIN LOCATION PT 3 1R12133 S/T T308895, PT 5
1R12133; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-121

AGREEMENT: (C3.51) A by-law to authorize the approval to apply for the annual Community Museums Operating Grant (CMOG), Ministry of Culture, through Grants Ontario.

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. COMMUNITY MUSEUMS OPERATING GRANT

The Council hereby authorizes the approval to apply for the annual Community Museums Operating Grant (CMOG), Ministry of Culture, through Grants Ontario.

2. EFFECTIVE DATE

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

PASSED in open Council this 8th day of June, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-122

AGREEMENT: (P1.25) A by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. STANDARD FORM OF OUTDOOR PATIO AGREEMENT APPROVED

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Outdoor Patio Agreement document as set out in Schedule "A" hereto.

2. OUTDOOR PATIO AGREEMENT POWERS DELEGATED

The Council hereby delegates to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute Outdoor Patio Agreements substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

3. SCHEDULE "A"

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

4. BY-LAW 2017-51 REPEALED

By-laws 2017-51 is hereby repealed.

5. EFFECTIVE DATE

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

PASSED in open Council this 8th day of June, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this * day of *, 20**.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

— and —

COMPANY NAME

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City (the "City Property") identified as on the **City Boulevard / Parking Bay / Sidewalk / Laneway in front of / adjacent to** Civic Address _____, Sault Ste. Marie, specifically as shown and identified on the sketch attached as Schedule "A" to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "B", attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

The Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

COMPANY NAME

Name:

Position:

**I HAVE THE AUTHORITY TO BIND
THE CORPORATION**

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

Name:

Director of Planning and Enterprise
Services

**I HAVE THE AUTHORITY TO BIND
THE CORPORATION**

SCHEDULE "A"
LICENCE OF OCCUPATION

City Property

The City hereby grants to the Licencee the right to occupy the City Property identified as on the
City Boulevard / Parking Bay / Sidewalk / Laneway in front of / adjacent to Civic Address
_____, Sault Ste. Marie, at the location identified and marked on the drawing below.

SCHEDULE "B"
LICENCE OF OCCUPATION

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants the Licencee permission to erect and use an outdoor patio of the dimension **X feet by Y feet** (the "Outdoor Patio") at the location identified in Schedule "A" to this Licence Agreement (the "City Property") between **May 1** at 12:00 a.m. and October 1 at 11:59 p.m. for the calendar years **[REDACTED]** (note: can be up to three calendar years), hereinafter referred to as the "Term".
2. The Licencee agrees to not use or permit the use of City Property for any purpose other than the purpose set out herein, namely the Outdoor Patio. No buildings or other structures shall be erected on the City Property.
3. The Outdoor Patio shall be removed in its entirety from the City Property by October 2 at 12:00 a.m. each calendar year in the Term. The Licencee shall leave the City Property in a condition satisfactory to the City. Provided that if the required disassembly and clean-up activities are not completed and/or the Outdoor Patio not removed by October 2 at 12:00 a.m. for each calendar year in the Term, the City may complete such clean-up and removal of the Outdoor Patio as it deems necessary at the sole cost, expense and risk of the Licencee.
4. **[For Parking Bays only]** If the Outdoor Patio uses all or part of a Parking Bay, the determination of which shall be made by the City in its sole discretion, the Licencee hereby agrees to pay to the City the sum of Two Hundred and Twenty (\$220.00) Dollars per parking space on or before the Commencement Date in one payment for use of the subject Parking Bay as depicted in Schedule "A" on or before the first day of the Term and thereafter on or before May 15 for each calendar year in the Term that the Parking Bay is occupied. The City shall waive any Parking Bay fees payable for the period up to December 31, 2020." / **[Not applicable]**

Design and Operation

5. The Licencee shall ensure the following design conditions are being complied with regarding the Outdoor Patio, specifically:
 - a. The Outdoor Patio, fencing, barrier or other accessory thereto shall not impede egress or access from or to a structure;
 - b. Furniture and accessories on the Outdoor Patio shall not protrude into the pedestrian pathway at any time or obstruct pedestrian or vehicular sightlines;
 - c. Partitions, including fencing or railing systems, shall be decorative and free from jagged or sharp edges or other features that could cause injury in the Outdoor Patio's regular use;
 - d. All Outdoor heating devices used by the Licencee shall be approved by the Canadian Standards Association (CSA);
 - e. The Outdoor Patio shall be designed such that it shall remain accessible at all times;
 - f. The Outdoor Patio shall not restrict access to a fire hydrant; and
 - g. **[For Parking Bays only]** If the Outdoor Patio uses all or part of a Parking Bay, the Licencee shall affix reflectors on the exterior of the Outdoor Patio so that the Outdoor Patio is clearly visible to traffic; / **[Not applicable]**

- h. **[Licenced Patios only]** If the Outdoor Patio is licenced to serve alcohol, the Licencee shall erect a removable partition that is at least one metre tall but not taller than 1.2 metres separating the Outdoor Patio from the sidewalk or other pedestrian walkway. / **[Not applicable]**
- 6. The Licencee shall ensure the following operational conditions are being complied with regarding the Outdoor Patio, specifically:
 - a. The Outdoor Patio and accessories thereof shall not encroach upon the frontage of any neighbouring establishment(s) without written authorization from the property owner of the neighbouring establishment(s) so affected;
 - b. The Outdoor Patio area and accessories thereof shall be kept orderly and in good condition and any required maintenance shall be completed in a timely manner;
 - c. Furniture and accessories on the Outdoor Patio shall be secured when not in use and outside the hours of operation of the Licencee;
 - d. Smoking on the Outdoor Patio shall not be permitted or allowed to be permitted;
 - e. **[For Outdoor Food Preparation only]** The Outdoor Patio shall be equipped with a portable fire extinguisher and all staff for the Outdoor Patio shall be trained in its use; and / **[Not applicable]**
 - f. **[Licenced Patios only]** If the Outdoor Patio is licenced to serve alcohol, the Outdoor Patio shall not exceed overall occupant numbers as listed on the Licencee's liquor licence. / **[Not applicable]**
- 7. If the City, in its sole discretion, determines that the Design and Operation conditions contained herein are not being complied with, it may provide the Licencee with reasonable opportunity to remedy or, where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Outdoor Patio to the satisfaction of the City.
- 8. If, in the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that removal of any portion of the entirety of the Outdoor Patio is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Outdoor Patio to its condition prior to such access by the City and/or emergency personal.
- 9. **[For Outdoor Food Preparation only]** If food is to be prepared, served or consumed on the Outdoor Patio at any time, the Licencee represents and warrants that it has obtained all necessary approvals from Algoma Public Health for same. At no time shall the City be responsible for any matters related to the preparation of food on the Outdoor Patio. The Licencee shall fully indemnify and save harmless the City from and against all losses, costs, damages and expenses of every kind of nature which the City may suffer, be at or be put to by reason or in consequence of noncompliance by the Licencee. / **[Not applicable]**
- 10. **[For Parking Bays only]** If the Outdoor Patio uses all of part of a Parking Bay, the Licencee shall not be permitted to serve alcohol on the Outdoor Patio, even if the Licencee is the holder of a valid liquor licence for its permanent establishment. / **[Not applicable]**

COVID-19 Requirements

- 11. The Licencee shall design the Outdoor Patio and operate all matters related thereto so as to ensure that the two (2) metre physical distancing recommendations are in effect for all components of the Outdoor Patio, including but not limited to seating between tables, walkway(s) and entranceway(s).

12. The Licencee shall install any and all necessary signage on the Outdoor Patio to remind patrons of the two (2) metre physical distancing requirements.
13. The Licencee shall implement any and all measures necessary to facilitate and enforce the two (2) metre physical distancing requirements for the Outdoor Patio and all components thereof.
14. The City may, during the Term amend or add additional requirements for the Outdoor Patio by way of written Policy and if so, shall provide written notice of same to the Licencee. Upon receipt of such written notice, the Licencee shall forthwith comply with any and all new, amended and/or additional terms for the Outdoor Patio as required by the City during the Term.
15. If the City, in its sole discretion, determines that any of the requirements as set out herein are not being complied with, the City may provide the Licencee with notice and reasonable opportunity to remedy, or where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Outdoor Patio to the satisfaction of the City.

Liability and Insurance

16. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Outdoor Patio. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Outdoor Patio located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Outdoor Patio.
17. All matters related to the Outdoor Patio are the responsibility of the Licencee. At no time shall the City be responsible for any matters related to the Outdoor Patio, and the Licencee shall indemnify and save harmless the City from any costs, expenses and liabilities incurred and suffered by the City that may result from same.
18. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Outdoor Patio, the intent being that the City shall be at no risk or expense to which it would not have been put had the Outdoor Patio not occurred.
19. The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) if not a licenced Outdoor Patio or Five Million (\$5,000,000.00) Dollars if a licenced Outdoor Patio or an Outdoor Patio that uses all or part of a Parking Bay, the determination of which shall be at the sole discretion of the City, and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date.

Termination

20. This Agreement shall terminate at 12:00 a.m. on October 2, _____ (Note: Insert relevant year) The City reserves the right to terminate this Agreement on any earlier date, for any reason without cause by providing written notice to the Licencee. The provisions of paragraphs 15-18 inclusive, 20, 21 and 25 (if applicable) of this Agreement shall survive the termination of this Agreement.

Compliance with Laws

21. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the Outdoor Patio, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.

Taxes

22. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Outdoor Patio.

No Assignment

23. The Licencee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of the City.

[Add the following for Licensed Patios]

Liquor Regulation

24. The Licencee represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. The Licencee further represents and warrants that it has submitted a written form of notification of the Outdoor Patio to the Alcohol and Gaming Commission of Ontario ("AGCO"), Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*. The Licencee represents and warrants that it has obtained the AGCO's approval for the Outdoor Patio.
25. Prior to the commencement of construction and use of the Outdoor Patio, the Licencee shall provide the City with written confirmation by facsimile or e-mail from the AGCO that the Licencee has received approval for the Outdoor Patio. In the event that such confirmation of approval has not been received by the City by noon on the day prior to the Commencement Date, the Licencee acknowledges and agrees that the Licencee may proceed with an unlicensed Outdoor Patio until such time as the Licencee provides the City with confirmation in writing to the satisfaction of the City that the Licencee has secured all necessary approvals and permissions to operate the licensed Outdoor Patio, at which point the Licencee may proceed with the licensed Outdoor Patio. Such written confirmation shall be sent as follows:

Don McConnell
Director of Planning and Enterprise Services
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: 705-759-5375
Fax: 705-541-7165
E-mail: d.mcconnell@cityssm.on.ca

26. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Outdoor Patio. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Outdoor Patio. The

Licencee shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee of such liquor licence requirements and/or approvals. / [Not applicable]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-123

AGREEMENT: A by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the Northern Avenue Improvements (Contract 2020-5E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 9, 2020 between the City and Avery Construction Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for the Northern Avenue Improvements (Contract 2020-5E).

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 8th day of June, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2020-5E
FORM OF AGREEMENT

This Agreement made (in triplicate) this **9th** day of **June** in the year **2020** by and between

Avery Construction Ltd. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the Contract Documents entitled:

Northern Avenue Improvements
CONTRACT NO. 2020-5E

which have been signed by both parties and which were assembled by Kresin Engineering Corporation under the supervision of Don Elliott, P. Eng., Director of Engineering, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Contract Documents.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the times specified.
4. The Corporation shall pay to the Contractor monies as set forth in the Schedule of Items and Prices in accordance with the Contract Documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract items and for which no unit price,

lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post addressed as follows:

The Corporation:
The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Email: c.rumiel@cityssm.on.ca

The Contractor: Avery Construction Ltd.
940 Second Line West
Sault Ste. Marie, ON P6C 2L3

The Engineer: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON P6A 6J8
Email: mike@kresinengineering.ca

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Christian Provenzano

(seal)

City Clerk – Rachel Tyczinski

AVERY CONSTRUCTION LTD.

(seal)

Signature of Sign Officer

Name of Person Signing

Signature of Witness

Name of Person Signing