



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

Tuesday, April 11, 2023

4:30 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel  
<https://www.youtube.com/user/SaultSteMarieOntario>

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Pages

**1. Land Acknowledgement**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

**2. Adoption of Minutes**

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of March 20, 2023 be approved.

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

**4. Declaration of Pecuniary Interest**

**5. Approve Agenda as Presented**

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the Agenda for April 11, 2023 City Council Meeting as presented be approved.

<b>6.</b>	<b>Proclamations/Delegations</b>	
<b>6.1</b>	<b>Autism Awareness</b>	<b>16 - 16</b>
<b>6.2</b>	<b>National Day of Action on the Overdose Epidemic</b>	<b>17 - 17</b>
	Connie Raynor Elliott, S.O.Y.A. President	
<b>6.3</b>	<b>Community Living Awareness Month</b>	<b>18 - 18</b>
	Hannah Hopkins and Deb Chadwick, Community Living Algoma	
<b>6.4</b>	<b>City Nature Challenge</b>	<b>19 - 19</b>
	Emily Cormier, Sustainability Coordinator, City of Sault Ste. Marie	
	Ron Prickett, President, Sault Naturalists	
	Christine Ropeter, Assistant Manager & Communications, Conservation Authority	
<b>6.5</b>	<b>National Day of Mourning</b>	<b>20 - 20</b>
<b>6.6</b>	<b>Downtown Association</b>	
	Nicholas Luck, Executive Director, will be in attendance regarding Agenda item 7.3.	
<b>7.</b>	<b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that all the items listed under date April 11, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.	
<b>7.1</b>	<b>Correspondence</b>	<b>21 - 21</b>
	Korah Collegiate and Vocational School Relay for Life – Request for Exemption	
	The relevant By-law 2023-46 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
<b>7.2</b>	<b>Outstanding Council Resolutions</b>	<b>22 - 25</b>
<b>7.3</b>	<b>TikTok</b>	<b>26 - 27</b>
	A report of the Manager of Information Technology is attached for the	

consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Information Technology dated April 11, 2023, concerning the banning of TikTok be received and that the City proceed, by way of a corporate policy, to the ban the use of TikTok for City issued electronic devices.

7.4

**Tenders for Equipment Purchase – Public Works**

28 - 31

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning equipment purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- Two (2) Tandem Sander – TMS Truck Centre Ltd. \$597,772
- One (1) Tandem Plow/Sander Combo – TMS Truck Centre Ltd. \$366,976

for a total amount of \$964,748 plus HST.

7.5

**Tenders for Equipment Purchase – Landfill**

32 - 35

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning equipment purchases as required by Public Works (Landfill) be received and that the tenders for the supply and delivery of various pieces of equipment awarded as follows:

- One (1) Tandem Plow/Sander Combo – TMS Truck Centre Ltd. \$366,976
- Two (2) Refuse Trucks with Dual Automated Arms – FST Canada Inc. O/A Joe Johnson Equipment \$996,720

for a total amount of \$1,363,696 plus HST;

Further that the overage of \$118,697.05 be accommodated from within the Landfill Reserve.

7.6	<b>Tender for Ready Mix Concrete</b>	36 - 38
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning the supply of Ready Mix Concrete for the 2023 construction season commencing May 1, 2023 be received and that the tender of Fisher Wavy Inc. be approved.	
7.7	<b>Tender for Asphalt</b>	39 - 41
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning the supply of Asphalt for the 2023 construction season commencing May 1, 2023 be received and that the tender of Ellwood Robinson Inc. be approved.	
7.8	<b>Manzo Park Splash Pad Components</b>	42 - 43
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning design, supply and installation of Manzo Park splash pad be received and that Diamond Head Sprinklers Inc. be awarded the contract at the proposed price of \$249,950 plus HST as required by Community Development and Enterprise Service;	
	Further that the City be authorized to issue a Letter of Intent to Diamond Head Sprinklers Inc. to commence mobilization for the project.	
	A By-law authorizing signature of the contract for this project will appear on a future Council Agenda.	
7.9	<b>Yates Avenue – Vector Freight Systems Four Acre Purchase</b>	44 - 48
	A report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation is attached for the consideration of Council.	
	The relevant By-law 2023-55 is listed under item 12 of the Agenda and will be	

read with all by-laws under that item

7.10	<b>Solar-Powered Bus Shelters</b>	49 - 52
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Director of Community Services dated April 11, 2023 concerning Solar-Powered Bus Shelters be received and that Council approve the following:	
	<ul style="list-style-type: none"><li>• a summer pilot (option 1) to install solar panels on two (2) bus shelters where concerns have been raised using the stand alone fixture unit (Pawating Place and Peoples Road); and</li><li>• procure one (1) solar powered bus shelter to determine viability for use given our climate and longevity, pending project approval and potential change order required to the Investing in Canada Infrastructure Program.</li></ul>	
7.11	<b>Municipal Law Enforcement Officers</b>	53 - 53
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2023-49 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.12	<b>Civic Centre Entrance Upgrades</b>	54 - 64
	A report of the Director of Engineering is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Director of Engineering dated April 11, 2023 concerning Civic Centre Entrance Upgrades be received and that Contract 2022-18E be awarded to Ontario Concrete Finishing (Soo) Ltd.; further that the reduced scope of work described in this report be removed from the contract in order to reduce cost; and that \$1,050,000 of the 2023 Capital Budget originally allocated to a Culvert replacement on Second Line at Leigh's Bay Road and \$750,000 originally allocated to the Civic Centre Seawall Rehabilitation be redirected to the Civic Centre Entrance Upgrades.	
	The relevant By-law 2023-59 is listed under agenda item 12 and will be read with all by-laws under that item.	
7.13	<b>Contract 2023-1E Biggins Avenue Reconstruction</b>	65 - 71

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

The relevant By-laws 2023-50 and 2023-51 are listed under item 12 of the Agenda and will be read with all the by-laws under that item.

7.14	<b>Contract 2023-4E Blake Avenue Reconstruction</b>	72 - 76
	A report of the Municipal Services and Design Engineer is attached for the consideration of Council.	
	The relevant By-laws 2023-52 and 2023-53 are listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.15	<b>Wallace Terrace – Lyons Avenue EA Completion</b>	77 - 78
	A report of the Municipal Services and Design Engineer is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Municipal Services and Design Engineer dated April 11, 2023 concerning the Wallace Terrace – Lyons Avenue Environmental Assessment completion be received and that changes be implemented in a future resurfacing program.	
7.16	<b>Central Creek Aqueduct Repairs</b>	79 - 83
	A report of the Municipal Services and Design Engineer is attached for the consideration of Council.	
	The relevant By-law 2023-54 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.17	<b>Request for Deeming By-law for ITCAN (Sault) Holdings Inc. – St. Thomas Street/Bay Street Properties</b>	84 - 86
	A report of the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2023-30 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.18	<b>Intact Public Entities – Claim Handling Agreement</b>	87 - 88
	A report of the Risk Manager is attached for the consideration of Council.	
	The relevant By-law 2023-57 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.19	<b>Streets By-law Amendment – Downtown Sidewalk Merchandise Display</b>	89 - 91

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

The relevant By-law 2023-58 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.20	<b>Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act</b>	92 - 109
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A report of the Planner is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Planner dated April 11, 2023 concerning Changes to Temporary Outdoor Patios under the *Liquor Licence and Control Act* be received as information.

**8. Reports of City Departments, Boards and Committees**

**8.1 Administration**

**8.2 Corporate Services**

**8.3 Community Development and Enterprise Services**

**8.4 Public Works and Engineering Services**

**8.5 Fire Services**

**8.6 Legal**

**8.7 Planning**

**8.8 Boards and Committees**

8.8.1	<b>2023 Queenstown Board of Management (O/A The Downtown Association) Budget and 2022 Audit Report</b>	110 - 125
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A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated April 11, 2023 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2022 be received and that the Downtown Association Budget for the year 2023 be approved.

**8.8.2 Walk of Fame Committee**

Three members of Council

Councillor M. Scott, Councillor S. Kinach, and Councillor S. Spina have indicated interest in serving on this Committee.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that Councillors M. Scott, S. Kinach, and S. Spina be appointed to the Walk of Fame Committee from January 9, 2023 to December 31, 2026.

**9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**

**9.1 Better Traffic Flow / Less Idling**

Mover Councillor C. Gardi

Seconder Councillor S. Spina

Whereas Sault Ste. Marie continues to promote itself as both an environmentally friendly community, and a community that is set apart from southern Ontario communities in its lack of traffic congestion; and

Whereas the ability to move relatively easily from one end of the City to the other, and the lack of traffic congestion, is an important selling feature of Sault Ste. Marie's work-life balance; and

Whereas having vehicles unnecessarily idle at intersections creates additional greenhouse gas emissions; and

Whereas there are many solutions to improving traffic flow, from the better timing for traffic signals, to flashing signals at certain hours, to scheduling when advanced arrows should be in use, to the removal of traffic signals where they are unwarranted;

Now Therefore Be It Resolved that staff be requested to conduct a review of Sault Ste. Marie's traffic signals and determine if there are improvements that can be made that will:

- Improve traffic flow;
- Reduce unnecessary idling;
- Determine where traffic signals are unwarranted;
- Recommend alternate traffic management techniques; and
- Any other outcome that will generally make the movement within the municipality easier.

Further Be It Resolved that staff be directed to report on these outcomes by September 2023.

## 9.2 Partnership with Garden River First Nation in CEDI Program

Mover Councillor L. Vezeau-Allen

Seconder Councillor A. Caputo

Whereas the City of Sault Ste. Marie intends to improve intergovernmental relations with Ketegaunseebee (Garden River First Nation) and enter into a community-to-community relationship with Garden River First Nation; and

Whereas the City of Sault Ste. Marie commits the participation of the community in the First Nation – Municipal Community Economic Development Initiative (CEDI) from November 24, 2022 until January 2025; and

Whereas the City of Sault Ste. Marie City Council has appointed Mayor Matthew Shoemaker as their elected official Working Group champion and Councillor Angela Caputo as the alternate; and

Whereas the City of Sault Ste. Marie has appointed Deputy CAO Tom Vair and Director of Economic Development Rick Van Staveren as their staff Working Group champions; and

Whereas the City of Sault Ste. Marie commits to the following resources in collaboration with the Garden River First Nation through a collaborative joint Working Group:

1. Elected and staff Working Group champions meet monthly with the Garden River First Nation Working Group champions as a joint Working Group throughout the CEDI process.
2. Coordinate a contingency plan for the CEDI Working Group champions should a designated person leave their position prior to January 2025.
3. Organize and participate in five 1-1.5-day joint workshops; ensuring there is representation of the elected officials, senior administration, economic development and land management/planning staff from each community at each workshop.
4. Organize ongoing community engagement to keep the community informed about CEDI program participation, partnership with Garden River First Nation and joint community economic development initiatives.
5. Agree to maintain communication with CEDI staff and to assist with coordinating the logistics of community visits, strategic meetings and workshops, as appropriate.
6. Provide in-kind and financial resources required to hold the meetings.
7. Provide additional staff time and support as required by the joint Working Group.
8. Actively participate in the planning for and management of the jointly accessed Capacity Building Grant.

Now Therefore Be It Resolved that the City of Sault Ste. Marie supports the participation in First Nation-Municipal Community Economic Development Initiative (CEDI) from November 24, 2022 until January 2025.

9.3

**Property Demolition Fund**

Mover Councillor L. Dufour

Seconder Councillor R. Zagordo

Whereas on December 12, 2022 Council of the City of Sault Ste. Marie set aside \$200,000 to establish a Property Demolition Fund, with criteria to be set by staff pursuant to a future Council resolution; and

Whereas there are many derelict buildings on services properties in the City of Sault Ste. Marie that could be redeveloped and assist the Sault in its continuing efforts to enhance or maintain affordable housing in our community; and

Whereas the demolition of derelict properties is something that is currently done through existing operation budgets, or is put off due to a lack of funding;

Now Therefore Be It Resolved That the Affordable Housing Taskforce, along with any other required staff, and either in conjunction with or independent of any other recommended incentives, determine a target amount for the Property Demolition Fund Reserve, and what criteria would be used to access said reserve, as well as options for replenishment of the reserve as it depletes.

10.

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

11.

**Adoption of Report of the Committee of the Whole**

12.

**Consideration and Passing of By-laws**

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 12 of the Agenda under date April 11, 2023 be approved.

12.1

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

126 - 126

12.1.1

**By-law 2023-30 (Subdivision Control) Deeming ITCAN (Sault) Holdings Inc.**

127 - 129

**O'Brien and Stonehouse Subdivision**

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-30 being a by-law to deem not registered for purposes of subdivision control certain lots in the O'Brien Subdivision and Stonehouse Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 11th day of April, 2023.

12.1.2	<b>By-law 2023-46 (Regulations) Relay for Life Noise Exemption</b>	130 - 130
	Mover Councillor S. Spina	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2023-46 being a by-law to amend Noise Control By-law 80-200 to allow for an exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 8, 2023 to 7:00 a.m. on June 9, 2023 be passed in open Council this 11th day of April, 2023.	
12.1.3	<b>By-law 2023-48 (Agreement) GFL Memorial Gardens Stair Improvements</b>	131 - 178
	Council report was passed by Council resolution on February 21, 2023.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2023-48 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Ltd. for the GFL Memorial Gardens Stair Improvements be passed in open Council this 11th day of April, 2023.	
12.1.4	<b>By-law 2023-49 (Parking) Municipal Law Enforcement Officers (By-law 90-305)</b>	179 - 182
	A report from the Manager of Transit and Parking is on the Agenda.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2023-49 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 11th day of April, 2023.	
12.1.5	<b>By-law 2023-50 (Engineering) Contract 2023-1E Biggins Avenue Reconstruction EllisDon Industrial Inc.</b>	183 - 185

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-50 being a by-law to authorize the execution of the Contract between the City and EllisDon Industrial Inc. for the reconstruction of Biggins Avenue between Queen Street East and Wellington Street East (Contract 2023-1E) be passed in open Council this 11th day of April, 2023.

- 12.1.6 **By-law 2023-51 (Temporary Street Closing) Biggins Avenue** 186 - 186

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-51 being a by-law to permit the temporary closing of Biggins Avenue between Queen Street East and Wellington Street East including intersections from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Biggins Avenue be passed in open Council this 11th day of April, 2023.

- 12.1.7 **By-law 2023-52 (Engineering) Contract 2023-4E Blake Avenue** 187 - 189  
**Reconstruction Trimount Construction Group Inc.**

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-52 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Blake Avenue between McNabb Street and Wawanosh Avenue. (Contract 2023-4E) be passed in open Council this 11th day of May, 2023.

- 12.1.8 **By-law 2023-53 (Temporary Street Closing) Blake Avenue** 190 - 190

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-53 being a by-law to permit the temporary closing of Blake Avenue between McNabb Street and Wawanosh Avenue from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Blake Avenue be passed in open Council this 11th day of April, 2023.

- 12.1.9 **By-law 2023-54 (Engineering) Central Creek Aqueduct Repairs (Contract 2023-6E)** 191 - 193

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-54 being a by-law to authorize the execution of the Contract between the City and Steel Speed Civil Inc. for the 2023 Central Creek Aqueduct Repairs (Contract 2023-6E) be passed in open Council this 11th day of April, 2023.

- 12.1.10 **By-law 2023-55 (Property Sale) Yates Avenue sale Vector Freight Systems Inc.** 194 - 195

A report from the Director, Economic Development and Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-55 being a by-law to declare the City owned property legally described as PT PIN 31609-0384 (LT) specifically the four (4) acre parcel identified in Schedule "A" as surplus to the City's needs and to authorize the disposition of the said property to Vector Freight Systems Inc. or as otherwise directed be passed in open Council this 11th day of April, 2023.

- 12.1.11 **By-law 2023-56 (Agreement) Dedicated Gas Tax Funds 2022-2023** 196 - 199

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-56 being a by-law to authorize the execution of the Letter of Agreement between the City and His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program 2022-23 be passed in open Council this 11th day of April, 2023.

- 12.1.12 **By-law 2023-57 (Agreement) Claim Handling Procedures City and Intact Public Entities** 200 - 204

A report from the Risk Manager is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-57 being a by-law to authorize the execution of the Agreement between the City and Intact Public Entities for claim handling procedures for Policy No. CP83590 be passed in open Council this 11th day of April, 2023.

- 12.1.13 **By-law 2023-58 (Streets) Outdoor Merchandising – Amending Streets By-law** 205 - 206

**2008-131**

A report from the Planner is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-58 being a by-law to amend Streets By-law 2008-131 being a by-law respecting streets and related matters be passed in open Council this 11th day of April, 2023.

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|---------|---|-----------|
| 12.1.14 | <b>By-law 2023-59 (Engineering) Civic Centre Entrance Upgrade (Contract 2022-18E)</b> | 207 - 214 |
|---------|---|-----------|

A report from the Director of Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-59 being a by-law to authorize the execution of the Contract between the City and Ontario Concrete Finishing (SOO) Ltd. for improvements to the front entrance to the Civic Centre (Contract 2022-18E) be passed in open Council this 11th day of April, 2023.

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

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

13.        **Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

14.        **Closed Session**

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to consider one item concerning a proposed disposition of land and one item concerning labour relations or employee negotiations.

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to discuss the same matters 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; 239(2)(d) labour relations or employee negotiations).*

15.        **Adjournment**

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



## OFFICE OF THE MAYOR

## PROCLAMATION

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**WHEREAS** World Autism Day was recognized on April 2, 2023, in Canada thanks to Senator Jim Munson's Bill S-206, *An Act Respecting World Autism Awareness Day*; and

**WHEREAS** Autism Spectrum Disorder (ASD) affects more than 135,000 Ontarians. Autism Spectrum Disorder is a neurodevelopmental disorder affecting 1 in 66 Canadian children, as well as their friends, family and community; and approximately 1-2% of the Canadian population is on the autism spectrum; and

**WHEREAS** ASD is a spectrum disorder, which means it not only manifests itself differently in every individual in whom it appears, but its characteristics will change over the life of each person as well. A child on the autism spectrum will become an adult on the autism spectrum; and

**WHEREAS** Autism Ontario is the leading source of information and referral on autism and one of the largest collective voices representing the autism community. Since 1973, Autism Ontario has been providing support, information and opportunities for thousands of families across the province; and

**WHEREAS** Autism Ontario is dedicated to increasing public awareness about autism and the day-to-day issues faced by individuals with autism, their families, and the professionals with whom they interact. The association and its Regions share common goals of providing information and education, supporting research, and advocating for programs and services for the autism community:

**NOW THEREFORE**, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do recognize that **April 2, 2023** was "**WORLD AUTISM AWARENESS DAY**" in Sault Ste. Marie.

Signed,

Matthew Shoemaker  
MAYOR



## OFFICE OF THE MAYOR

## PROCLAMATION

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- WHEREAS** The mental health and addictions crisis continues to tragically affect Sault Ste. Marie, with heartbreakingly high rates related to opioid use for deaths, people needing hospitalization or requiring emergency services; and
- WHEREAS** The opioid-related emergency department visit and death rates in the Algoma District of 244 and 42 per 100,000 people far exceeds the provincial averages of 75 and 10 per 100,000 people; and
- WHEREAS** The deaths of adults aged from 20 to 49 is increasing at an alarming rate, and a study by the Government of Canada found that the rate of opioid-related deaths in Ontario has tripled in past fifteen years, with the most significant increase in young adults; and
- WHEREAS** City Council passed a resolution on April 23, 2018 that recognized the opioid crisis along with the challenging and important work being undertaken by the local health care providers, front line workers, Save Our Young Adults, HIV AIDS Resource Program, Ontario Aboriginal HIV/AIDS Strategy and the Drug Strategy Committee and committed to continue supporting that work; and
- WHEREAS** City Council remains committed to supporting the efforts our community, raising awareness about this issue and combating the stigma associated with opioid addiction:

**NOW THEREFORE**, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **April 16<sup>th</sup>, 2023** as "**The National Day of Action on the Overdose Epidemic**" here in Sault Ste. Marie.

Signed,

Matthew Shoemaker  
Mayor



## OFFICE OF THE MAYOR

## PROCLAMATION

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- WHEREAS** Community Living Algoma has provided supports and services to people with intellectual disabilities and their families in Sault Ste. Marie and surrounding district since 1954 and provides services to 397 adults and 331 children across the District of Algoma; and
- WHEREAS** Community Living Algoma's goal is for people with intellectual disabilities to have every opportunity to participate fully in our community with dignity, independence and acceptance; and
- WHEREAS** Community Living Algoma works with Sault Ste. Marie volunteers and other stakeholder groups and organizations to promote citizenship for people with intellectual disabilities so they have the rights and responsibilities, and the opportunities that come with belonging, participating and contributing as a valued member in society; and
- WHEREAS** Community Living Algoma Awareness Month is a province-wide initiative created to celebrate the values of Community Living, which are inclusion, equality and respect.

**NOW THEREFORE**, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of May 2023 as "**Community Living Awareness Month**" in the City of Sault Ste. Marie.

Signed,

Matthew Shoemaker  
MAYOR



## OFFICE OF THE MAYOR

## PROCLAMATION

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**WHEREAS** The City Nature Challenge is an annual four-day global BioBlitz from April 28 to May 1. Cities are in a friendly competition to see what can be accomplished when working together toward a common goal; and

**WHEREAS** The City Nature Challenge connects citizens to their local nature in urban/metro areas and builds community in-person and online. Participants collect urban biodiversity data by taking pictures of wild plants and animals, and uploading them to the iNaturalist app; and

**WHEREAS** The City of Sault Ste. Marie, the Sault Naturalists and the Sault Ste. Marie Region Conservation Authority support the preservation of our local environment and have partnered to promote biodiversity and the conservation of our natural environment in the 2023 Sault Ste. Marie City Nature Challenge; and

**WHEREAS** The 2023 Sault Ste. Marie City Nature Challenge will include a group activity led by the Sault Naturalists on Saturday, April 29th at the Parks Canada lower parking lot at 10 a.m. Participants who submit at least five observations will be entered into a draw to win a prize valued at \$100, generously provided by the Sault Ste. Marie Region Conservation Authority:

**NOW THEREFORE**, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie do hereby proclaim **April 28 – May 1, 2023** as "**Sault Ste. Marie's City Nature Challenge**", and encourage all residents to participate in this four day global urban BioBlitz, a fun, easy, family-friendly opportunity to get outside and connect with nature by documenting local biodiversity.

Signed,

Matthew Shoemaker  
Mayor



## OFFICE OF THE MAYOR

## PROCLAMATION

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**WHEREAS** The National Day of Mourning is held annually on April 28 to commemorate workers who have been killed, injured or suffered illness due to workplace related hazards and incidents; and

**WHEREAS** The purpose of the Day of Mourning is to remember and honour those workers and to renew commitment to improve health and safety in the workplace; and

**WHEREAS** April 28 was chosen to be the National Day of Mourning as it coincides with the day the Worker's Compensation Act received its third reading in 1914; and

**WHEREAS** The Canadian flag on Parliament Hill will fly at half-mast and workers and employers across Canada will observe this day by lighting candles, donning ribbons and black armbands and observing moments of silence:

**NOW THEREFORE**, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **April 28, 2023** as the "**DAY OF MOURNING**" in the City of Sault Ste. Marie in recognition of workers killed, injured or disabled on the job.

Signed,

Matthew Shoemaker  
MAYOR



CELEBRATE

REMEMBER

FIGHT BACK

CÉLÉBRER

RENDRE HOMMAGE

LUTTER

February 22, 2023

Dear Mr. Spina:

On behalf of our Korah Relay for Life team we would like to request that City Council would give us permission to host an all-night "Relay for Life" fundraiser at Korah Collegiate and Vocational School on the night of June 8<sup>th</sup>, 2023 from 7 pm until 7 am the morning of June 9<sup>th</sup>, 2023. We will be handing out notification flyers to the nearby residents around the school property, notifying them about this event and warning them of the noise level for the evening. The money from the event will be donated to the Canadian Cancer Society which will help them find a cure to this terrible problem.

Thank you for taking the time to read this letter. Your permission will be greatly appreciated on behalf of Korah Collegiate Relay for Life Committee.

Sincerely,

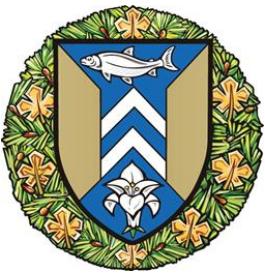
Sarah McLeod and Kathryn Johnstone  
Korah Collegiate Relay for Life Committee

<b>Meeting Date</b>	<b>Department</b>	<b>Agenda Item</b>	<b>Assigned To</b>	<b>Due Date</b>	<b>Comments</b>	<b>Description</b>	<b>Sponsored By</b>
26-Sep-16	Legal	Off Road Vehicle Use on Municipal Roadways	K. Fields	Q2 2023	Initiating resolution June 22, 2015; report September 26, 2016 – Agenda Item 6.10 – Council directed Legal to draft by-law; Report April 1, 2019 – Agenda Item 6.13 – status update on ATV By-law	Develop a comprehensive by-law to eliminate safety concerns of ATVs and UTV on municipally maintained streets by regulating allowable roads, in addition to speed limits and hours of operation.	J. Huppenen L. Turco
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q2 2023	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities; Will tie into branding work being undertaken by FutureSSM and STC; Heritage Walk budget approved (St. Marys River and Bay Street heritage features; and new Queen Street Streetscape design underway); Report May 24, 2022 – Agenda item 7.9 – approved waterfront boardwalk panels	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids.	P. Christian S. Butland
9-Apr-18	CD&ES	Snow Dumps	P. Tonazzo	Q2 2023		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible.	M. Shoemaker S. Butland
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q2 2023	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
4-Mar-19	CD&ES	Active Transportation	P. Tonazzo	Q4 2023	Report December 13, 2021 – item 6.3 – Active Transportation Master Plan project approved and RFP awarded. Report August 29, 2022 – Agenda item 7.11 – fall public consultation planned	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker

21-May-19	CD&ES	Downtown Trolley	T. Vair	Q2 2023	Report May 24, 022 – Agenda item 7.5 – recommendation postponed until Q4 2023 due to Queen Street streetscape improvements	Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley.	M. Shoemaker P. Christian
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	P. Tonazzo	Q4 2023	Report August 29, 2022 – Agenda item 7.11 – Active Transportation Management Plan will include guidelines for complete streets.	Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
24-Feb-20	CD&ES PW&ES	Snowmobile Road Use	T. Vair L. Girardi	Q2 2023		Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.	S. Hollingsworth P. Christian
12-Apr-21	CAO	Sustainable Development	M. White	Q2 2023		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott
13-Dec-21	Legal	AIM Recycling	K. Fields	Q3 2023	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Corporate Services	Taxi Licensing	R. Tyczinski	Q2 2023	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
31-Jan-22	PW&ES	Multi-Year Replacement Plan – Small Engine Machinery	L. Girardi	Q3 2023		Report on the feasibility of replacing any small engine equipment with electric small engine equipment as the existing equipment reaches the end of its useful life.	M. Shoemaker P. Christian
31-Jan-22	CAO	Administrative Support to Police Services	M. White	Q2 2023		CAO to work with the Police Chief and respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services in an effort to decrease the cost to ratepayers.	L. Vezeau-Allen M. Shoemaker
22-Feb-22	CD&ES	Butterfly House Proposal	T. Vair	Q2 2023		Work with Entomica to assess the feasibility of a butterfly house in Sault Ste. Marie and report back to Council.	D. Hilsinger L. Dufour

22-Feb-22	CD&ES	Community Improvement Plan	T. Vair P. Tonazzo	Q3 2023	Staff draft and bring back to Council a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community within six months.	M. Shoemaker L. Dufour
21-Mar-22	CD&ES	Housing Supply	T. Vair P. Tonazzo	Q2023	Staff report on the potential benefits and costs of Sault Ste. Marie adopting 'as of right' zoning in its new Official Plan.	L. Dufour P. Christian
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	M. White T. Vair	Q2 2023	The CAO and Deputy CAO, CDES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
21-Mar-22	PW&ES	Snow Windrow Clearing	L. Girardi	Q3 2023	Staff report regarding potential options for the clearing of heavier/larger than usual snow windrows, including associated costs, criteria for removal, and time frames for removal.	C. Gardi D. Hilsinger
13-Jun-22	CD&ES	Charging Infrastructure	T. Vair	Q2 2023	Develop a charging infrastructure plan that will advance policies to accelerate local charging infrastructure, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality of Sault Ste. Marie.	C. Gardi L. Vezeau-Allen
13-Jun-22	PW&ES	Laneway Maintenance	L. Girardi	Q3 2023	Staff to report on how a proactive system could be developed with relevant partners to ensure that laneways are clean, maintained and well lit, not just in downtown but across all neighbourhoods, including the James Street neighbourhood of the City.	L. Dufour L. Vezeau-Allen
12-Dec-22	CAO Legal Planning	Supervised Consumption Site	M. White K. Fields P. Tonazzo	Q3 2023	Review the process for the establishment of a supervised consumption site, including necessary applications, which entity should lead the effort, and next steps.	S. Spina S. Kinach
12-Dec-22	PW&ES	Stop Sign – Bainbridge Street	L. Girardi C. Rumiel	Q2 2023	Report regarding converting the yield sign at Northern Avenue and Bainbridge Street to a stop sign.	S. Kinach M. Bruni
12-Dec-22	PW&ES CD&ES	Surface Water Monitoring Program	L. Girardi T. Vair	Q2 2023	Report on a surface water quality monitoring program for the City of Sault Ste. Marie that samples current and past outlets into the St Mary's River to provide baseline data to Provincial enforcement agencies.	L. Dufour C. Gardi

9-Jan-23	CD&ES PW&ES	Bird Friendly City Certification	T. Vair L. Girardi	Q3 2023	Explore the Bird Friendly City Certification Program and report back on working with community partners to attain designation through Nature Canada.	C. Gardi M. Scott
9-Jan-23	CD&ES	Solar-Powered Bus Shelters	T. Vair B. Lamming	Q2 2023	Sault Transit to report on the feasibility of implementing solar-powered bus shelters as the preferred option for both new and replacement structures.	S. Kinach C. Gardi
9-Jan-23	Corporate Services	Elections Signs	R. Tyczinski	Q3 2023	Review other municipal by-laws, specifically to limiting the number of signs used and the imposition of election sign permits, and report back with a recommendation regarding a new election sign by-law for municipal, provincial and federal elections (including school board and/or other type of elections).	S. Hollingsworth S. Spina
30-Jan-23	PW&ES	Trash to Treasure Day	L. Girardi	Q2 2023	Explore working with community partners to organize Sault Ste. Marie's own "Trash to Treasure Day" on a Saturday or Sunday in late May or early June of 2023.	C. Gardi S. Kinach
21-Feb-23	CD&ES	Anti-Hate Advisory Committee	T. Vair	Q3 2023	Report back with recommendations on the creation of an Anti-Hate Committee, including the structure and potential outcomes.	A. Caputo C. Gardi
21-Feb-23	CD&ES	Downtown Parking Passes with Limited Time	T. Vair B. Lamming	Q2 2023	Develop a downtown parking pass pilot for Queen Street and report back with options no later than June 1, 2023.	S. Hollingsworth A. Caputo
21-Feb-23	PW&ES	Fruit Bearing Trees	L. Girardi	Q3 2023	Review and report back on the feasibility of procurement and planting of fruit bearing trees within the City.	A. Caputo S. Hollingsworth
20-Mar-23	PW&ES	Sidewalk Extension on Peoples Road	C. Rumiel	Q3 2023	Report back regarding the extension of the sidewalk to the intersection of Peoples Road and Fourth Line in the 2024 budget.	S. Kinach M. Bruni
20-Mar-23	Corporate Services	TikTok Ban on City Devices	F. Coccimiglio	Q2 2023	Report back with a plan to implement the removal of TikTok from all city devices for next council meeting April 11, 2023.	S. Kinach M. Bruni
20-Mar-23	CD&ES	Affordable Housing – New Foundations	T. Vair P. Tonazzo	Q3 2023	The Affordable Housing Task Force review the New Foundations program in the City of Barrie and make a recommendation on whether a similar program could be implemented locally, including structure and required budget.	L. Dufour A. Caputo
20-Mar-23	CD&ES	Vacant Property Tax to Support Affordable Housing	T. Vair P. Tonazzo	Q3 2023	The Affordable Housing Task Force report back on the feasibility and benefit of implementing a Vacant Property Tax in Sault Ste Marie.	A. Caputo L. Dufour



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Frank Coccimiglio, Manager of Information Technology  
DEPARTMENT: Corporate Services  
RE: Corporate TikTok Policy

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#### **Purpose**

The purpose of this report is to respond to the Council resolution of March 20, 2023, requesting a plan to implement the removal of TikTok from all City devices.

#### **Background**

The Canadian Centre for Cyber Security is part of the Communications Security Establishment. The Centre is the unified source of expert advice, guidance, services and support on cyber security for Canadians. Earlier this year, The Centre found that TikTok's data collection methods could lead to cyber attacks. As a result of the findings, the federal government banned TikTok from federal issued electronic devices.

On March 9, the province of Ontario announced a TikTok ban on all provincial government-issued devices after all other provinces and territories followed the federal example of banning the app from corporate devices. Many Ontario municipalities are now following the lead of the federal and provincial governments.

#### **Analysis**

The City takes every measure possible to ensure the protection and privacy of municipal data. With the growing concerns that the Chinese government has a stake in TikTok's owner "ByteDance", and Chinese laws allow the country to demand access to user data, it is in the City's best interest to ban the use of the TikTok application from all City devices.

The City currently has issued approximately 200 smartphone devices, 15 tablets, as well as deploying many PC workstations and laptops to City staff for day-to-day operations.

The City will be distributing and enforcing a policy banning the use of TikTok from City issued smartphones and tablets and updating security policies on corporate firewalls blocking the download and usage of this application on City workstations and laptops.

Corporate TikTok Policy

April 11, 2023

Page 2.

Further measures could be taken to ensure the removal and future restrictions of TikTok on smartphone devices, but this would require the adoption of a “Mobile Device Management (MDM)” solution, at an approximate yearly cost of \$30,000.

The opinion of Information Technology is that strong enforcement of the policy will achieve the banning of TikTok, resulting in no need to adopt a MDM solution at this time.

It is recognized that the TikTok application could be a valuable component of a communications strategy and/or tourism campaign in the future. Staff will continue to monitor the use of TikTok in the broader social media realm and, if circumstances warrant, will report back to Council with recommendations for managed use of the application.

**Financial Implications**

No financial impact.

**Strategic Plan / Policy Impact / Climate Impact**

A Corporate TikTok Usage Policy will be created, distributed to staff, and enforced by senior management along with Information Technology.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Information Technology dated April 11, 2023, concerning the banning of TikTok be received and that the City proceed, by way of a corporate policy, to the ban the use of TikTok for City issued electronic devices.

Respectfully submitted,

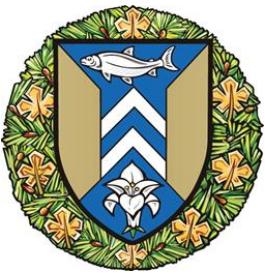


Frank Coccimiglio

Manager of Information Technology

705.759.5303

f.coccimiglio@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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Tenders for Equipment Purchase – Public Works

---

#### **Purpose**

Attached hereto for Council's information and consideration are the summaries of 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 the bidders list. Opening of the tenders took place on March 23, 2023 with the Deputy City Clerk in attendance.

#### **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 attached.

#### **Financial Implications**

The total purchase price for this equipment replacement is \$981,727.57 including non-rebatable HST.

During the 2023 Budget deliberations, Council approved the allocation of \$3,300,000 for Public Works Equipment which included the purchase of these three (3) units.

The purchase amount can be accommodated within current balance for this allocation.

#### **Strategic Plan / Policy Impact / Climate Impact**

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

#### **Recommendation**

It is therefore recommended that Council take the following action:

Tenders for Equipment Purchase – Public Works

April 11, 2023

Page 2.

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning equipment purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

Two (2) Tandem Sander	TMS Truck Centre Ltd.	\$597,772
One (1) Tandem Plow/Sander Combo	TMS Truck Centre Ltd.	\$366,976

for a total amount of \$964,748 plus HST be approved.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

**FINANCE DEPARTMENT  
PURCHASING DIVISION**

**Received: March 21, 2023  
File: 2023PWE-PWT-05-T**

**SUMMARY OF TENDERS  
TWO (2) TANDEM SANDERS WITH DUMP BOX**

<b>Firm</b>	<b>Year, Make &amp; Model</b>	<b>Delivery</b>	<b>Warranty</b>	<b>Total Tendered Price <u>after Trade-In Allowance</u> (HST extra)</b>	<b>Remarks</b>
TMS Truck Centre Sault Ste. Marie, ON	2024 Western Star 47X GinCor Equipment	260-300 w/days	5 yrs/241,500 km	\$298,886.00 per unit	Meets Specifications

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

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

The total cost to the City will be \$608,292.79 including the non-rebatable portion of the HST for two units

It is my recommendation that the tendered prices, submitted by TMS Truck Centre, be accepted.

Karen Marlow  
Manager of Purchasing

FINANCE DEPARTMENT  
PURCHASING DIVISION

Received: March 21, 2023  
File: 2023PWE-PWT-06-T

**SUMMARY OF TENDERS**  
**ONE (1) TANDEM PLOW/SANDER COMBO - PUBLIC WORKS**

<u>Firm</u>	<u>Year, Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre Sault Ste. Marie, ON	2024 Western Star 47X GinCor Equipment	260-300 w/days	5 yrs/241,500 km	\$366,976.00	Meets Specifications

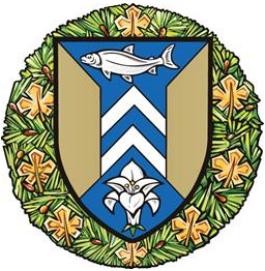
Note: The low tendered price, meeting specifications, is boxed above.

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

The total cost to the City will be \$373,434.78 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by TMS Truck Centre, be accepted.

Karen Marlow  
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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Tenders for Equipment Purchase - Landfill

---

#### **Purpose**

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

#### **Background**

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. Opening of the tenders took place on March 23, 2023 with the Deputy City Clerk in attendance.

#### **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 attached

#### **Financial Implications**

The total purchase price for this equipment replacement is \$1,387,697.05 including non-rebatable HST.

During the 2023 Budget deliberations, Council approved the allocation of \$1,269,000 for these three (3) units to be purchased through Landfill Reserve funds. Finance has confirmed the Landfill Reserve can absorb the overage of \$118,697.05

#### **Strategic Plan / Policy Impact / Climate Impact**

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

#### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning equipment purchases as required by Public Works – Landfill be

Tenders for Equipment Purchase – Landfill

April 11, 2023

Page 2.

received and that the tenders for the supply and delivery of various pieces of equipment awarded as follows:

One (1) Tandem Plow/Sander Combo

TMS Truck Centre Ltd. \$366,976

Two (2) Refuse Trucks with Dual Automated Arms

FST Canada Inc. O/A Joe Johnson Equipment \$996,720

for a total amount of \$1,363,696 plus HST be approved.

Further that the overage of \$118,697.05 be accommodated from within the Landfill Reserve be approved.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
Your position title  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

FINANCE DEPARTMENT  
PURCHASING DIVISION

Received: March 21, 2023  
File: 2023PWE-PWT-06-T

SUMMARY OF TENDERS  
ONE (1) TANDEM PLOW/SANDER COMBO - LANDFILL

<u>Firm</u>	<u>Year, Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre Sault Ste. Marie, ON	2024 Western Star 47X GinCor Equipment	260-300 w/days	5 yrs/241,500 km	\$366,976.00	Meets Specifications

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

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

The total cost to the City will be \$373,434.78 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by TMS Truck Centre, be accepted.

Karen Marlow  
Manager of Purchasing

FINANCE DEPARTMENT  
PURCHASING DIVISION

Received: March 21, 2023  
File: 2023PWE-PWT-12-T

**SUMMARY OF TENDERS  
TWO (2) DUAL AUTO ARM REFUSE TRUCKS**

<u>Firm</u>	<u>Year, Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
FST Canada Inc. O/A Joe Johnson Equipment Innisfil, ON	2023 Labrie Expert GinCor Equipment	130 w/days	5 yrs/240,000 km	\$498,360.00 per unit	Meets Specifications

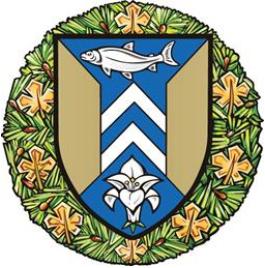
Note: The low tendered price, meeting specifications, is boxed above.

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

The total cost to the City will be \$1,014,262.27 including the non-rebatable portion of the HST for two units

It is my recommendation that the tendered prices, submitted by Joe Johnson Inc., be accepted.

Karen Marlow  
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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Tender – Ready Mix Concrete

---

#### **Purpose**

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready Mix Concrete required during the 2023 Construction Season. Staff is seeking Council approval of the tender recommendation.

#### **Background**

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders list. Opening of the tenders took place on March 23, 2023 with the Deputy Clerk in attendance.

#### **Analysis**

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

#### **Financial Implications**

A maximum limit of \$245,460 has been established for the purchase of Ready Mix Concrete under this tender. Funding for the purchase of this material as required will be drawn from various Public Works Street Maintenance Accounts as set in 2023 budget.

#### **Strategic Plan / Policy Impact / Climate Impact**

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

#### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning the supply of Ready Mix Concrete for the 2023 Construction Season commencing May 1, 2023 be received, and the recommendation to select Fisher Wavy Inc. at the tendered pricing, HST extra, be approved.

Tender – Ready Mix Concrete

April 11, 2023

Page 2.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Operating Budget: \$245,460

RECEIVED: March 23, 2023  
FILE: #2023PWE-PWT-22-T

SUMMARY OF TENDERS  
READY-MIX CONCRETE

Firm Prices for 12-Month Period (HST extra) - May 1, 2023 to April 30, 2024

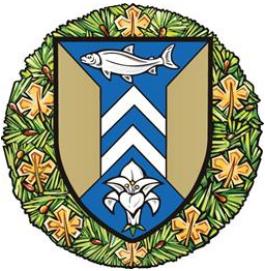
<u>Description</u>	<u>2022 QUANTITY</u>	<u>Caswell Concrete Products</u> <u>Sault Ste. Marie, ON</u>		<u>Fisher Wavy Inc.</u> <u>Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
32Mpa Ready-Mix Concrete (CSA 23.1) (w/Air)	404.00	\$595.00	\$ 240,380.00	\$593.00	\$ 239,572.00
Use of Truck with Conveyor	1.50	\$590.00	\$ 885.00	\$475.00	\$ 712.50
Loads - under 2 cubic metres	1.00	\$1,175.00	\$ 1,175.00	\$1,700.00	\$ 1,700.00
	<b>Total:</b>		<b><u>\$242,440.00</u></b>		<b><u>\$241,984.50</u></b>

Note: The low tendered prices, meeting specifications, are boxed above.

The above quantities represent a projection of anticipated usage based on actual ordering for the 2022 season (total cost of 246,243.43 including the non-rebatable portion of the HST)

It is my recommendation that the low tendered prices submitted by Fisher Wavy Inc. be accepted.

Karen Marlow  
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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Tender for Asphalt

---

#### **Purpose**

Attached hereto for your information and consideration is a summary of the tender received for the supply of Asphalt required during the 2023 Construction Season. Staff is seeking Council approval of the tender recommendation.

#### **Background**

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders list. Opening of the tenders took place on March 23, 2023 with the Deputy City Clerk in attendance.

#### **Analysis**

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

#### **Financial Implications**

A maximum limit of \$943,000 has been established for the purchase of Asphalt under this tender. Funding for the purchase of this material as required will be drawn from various Public Works Street Maintenance Accounts as set in 2023 budget.

#### **Strategic Plan / Policy Impact / Climate Impact**

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

#### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning the supply of Asphalt for the 2023 Construction Season commencing May 1, 2023 be received and that the recommendation to select Ellwood Robinson Inc. at the tendered pricing, HST extra, be approved.

Tender for Asphalt

April 11, 2023

Page 2.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Operating Budget: \$943,000.00**

**RECEIVED: March 23, 2023  
FILE: #2023PWE-PWT-21-T**

**SUMMARY OF TENDERS  
ASPHALT**

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**Firm Prices for 12-Month Period (HST extra) - May 1, 2023 to April 30, 2024**

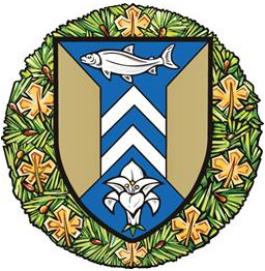
<u>Description</u>	<u>2022</u> <u>QUANTITY</u>	<u>Ellwood Robinson Inc.</u> <u>Sault Ste. Marie, ON</u>	
HL2 Asphalt	1438.56	\$159.00	\$228,731.04
HL3 Asphalt	925.42	\$157.00	\$145,290.94
HL3A Asphalt	2569.7	\$159.00	\$408,582.30
HL4 Asphalt	606.95	\$149.80	\$90,921.11
HL8 Asphalt	407.83	\$149.00	\$60,766.67
			<hr/> \$934,292.06

Note: The low tendered prices, meeting specifications, are boxed above.

Although only one tender was received, it is deemed reasonable

The above quantities represent a projection of anticipated usage based on actual ordering for the 2022 season

It is my recommendation that the low tendered prices submitted by Ellwood Robinson Inc. be accepted.



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Proposal – Splash Pad Components Manzo Park

---

#### **Purpose**

This report has been prepared for your information and consideration on behalf of the Evaluation Committee concerning proposals received for the Design, Supply and Install of a Splash Pad Components for Manzo Park. Staff is seeking Council approval of the Evaluation Committee's recommendation.

#### **Background**

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on March 28, 2023.

#### **Analysis**

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

- ABC Recreation Ltd, Paris, ON
- Diamond Head Sprinklers Inc., Tiny, ON
- Yard Weasels Inc., Fergus, ON

The proposals received have been evaluated by a committee comprised of staff from Community Development & Enterprise Services and Public Works & Engineering Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Diamond Head Sprinklers Inc., Tiny ON.

#### **Financial Implications**

On July 11, 2022 Council approved the use of \$625,000 in Canada Canadian Build Funds funding to advance the project of West End Splash Pad.

Diamond Head Sprinklers Inc. has proposed a cost of \$249,950 plus HST for the Splash Pad design, supply and install at Manzo Park. Total cost of \$254,349 including the non-rebateable portion of HST. The proposed amount can be accommodated from within the approved funding.

Proposal Splash Pad Manzo Park

April 11, 2023

Page 2.

After professional fees and splash pad installation, there is sufficient funding for construction tendering for site servicing of water sanitary storm services and other applicable site works.

**Strategic Plan / Policy Impact / Climate Impact**

Provision of New Infrastructure is included in the Infrastructure Focus Area of the Corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

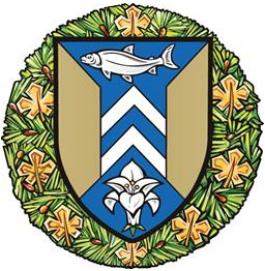
Resolved that the report of the Manager of Purchasing dated April 11, 2023 concerning Design, Supply and Installation of Splash Pad Manzo Park be received and the recommendation to select Diamond Head Sprinklers Inc at their proposed price of \$249,950 plus HST as required by Community Development & Enterprise Services, be approved.

Further that the City be authorized to issue a Letter of Intent to Diamond Head Sprinklers Inc. to commence mobilization for the project.

A By-law authorizing signature of the Contract for this project will appear on a future Council Agenda.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director, Economic Development and  
Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior  
Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Yates Avenue – Vector Freight Systems Four Acre  
Purchase

---

#### **Purpose**

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale executed between the City and Vector Freight Systems Inc. for the sale of a portion of Yates Avenue, being Part of Section 34 Korah, being Part PIN 31609-0384 (LT), specifically the four (4) acre parcel identified in Schedule "A" to this Report.

#### **Background**

Yates Avenue was developed for an industrial park (with the support of NOHFC) and is being marketed to assist with business growth and attraction through an agreement with Century 21 (procured through a tender process).

Vector Freight Systems Inc. is a White River Ontario based business looking to expand into Sault Ste. Marie. Their primary business is trucking (Wood Chips). Vector Freight Systems Inc. is looking to procure a 4-acre site to establish operations locally. The plan is to erect a 6,000 square foot facility on the site as well as a vehicle parking area.

The proposed structure will be utilized for the maintenance of existing equipment as well as to house office staff.

This expansion is planned to create between 10-15 jobs initially with the intention to continue to expand and grow.

#### **Analysis**

Attached as Schedule "A" is a map of Yates Avenue showing the 4-acre parcel comprising the Subject Property.

Yates Avenue – Vector Freight Systems 4 Acre Purchase

April 11, 2023

Page 2.

The request was circulated to various City Departments, and the Sault Ste. Marie Region Conservation Authority (“SSMRCA”) for comment (Schedule “B”).

Staff are supportive of selling the 4-acre parcel of land to Vector Freight Systems Inc.. The company has demonstrated solid growth and provides local employment opportunities.

Pursuant to Council direction given in the Closed Session held January 30, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel executed an Agreement of Purchase and Sale, conditional upon Council Approval by March 22, 2023. Council Approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to Vector Freight Systems Inc.. Vector Freight Systems Inc. also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

The Agreement of Purchase and Sale also contains the following conditions:

- That the Buyer shall undertake to construct a building of a minimum of 2,000 square feet within three (3) years of purchase. If the Purchaser fails to construct a building within that time frame, the City may take back the property.
- That the Subject Property is to be sold “as is, where is”;
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located East of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Offer is conditional upon the Buyer arranging at the Buyer’s expense a new First Charge/Mortgage satisfactory to the Buyer in the Buyer’s sole and absolute discretion no later than 6:00 p.m. on the 24<sup>th</sup> day of May, 2023;
- That the Offer is conditional upon the Buyer obtaining at the Buyer’s expense an Environmental Site Assessment satisfactory to the Buyer no later than 6 p.m. on May 24, 2023.

Once all conditions are satisfied, the City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes.

Yates Avenue – Vector Freight Systems 4 Acre Purchase

April 11, 2023

Page 3.

**Financial Implications**

The financial implications of the sale is based upon our current price per acre as approved by Council of \$50,000/acre. We propose that the 4-acre lot be offered for the price of \$200,000 (4 x \$50,000 per acre).

The financial implications of the sale is based upon our current price per acre as approved by Council of \$50,000/acre. The Agreement of Purchase and Sale sets out a purchase price of \$200,000 for the 4-acre lot (4 x \$50,000 per acre). The City is also responsible to pay the costs of the reference plan to define the lands to be sold to Vector Freight Systems Inc. which will be approximately \$5,000. The reference plan will be ordered once Vector Freight Systems Inc. waives the financing and environmental assessment conditions.

**Strategic Plan / Policy Impact / Climate Impact**

Supports our Community Development platform of Maximizing Economic Development and Community Investment

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor / Senior Litigation Counsel dated April 11, 2023 concerning Yates Avenue – Vector Freight Systems be received and that Council authorize that the City owned property described as being Part of Section 34 Korah, being Part PIN 31609-0384(LT), specifically the four (4) acre parcel identified in Schedule “A” to this Report be declared surplus to the City’s needs and authorize the disposition of the said property in accordance with the City’s policy for the disposition of land to Vector Freight Systems Inc. for the amount of Two Hundred Thousand (\$200,000) Dollars.

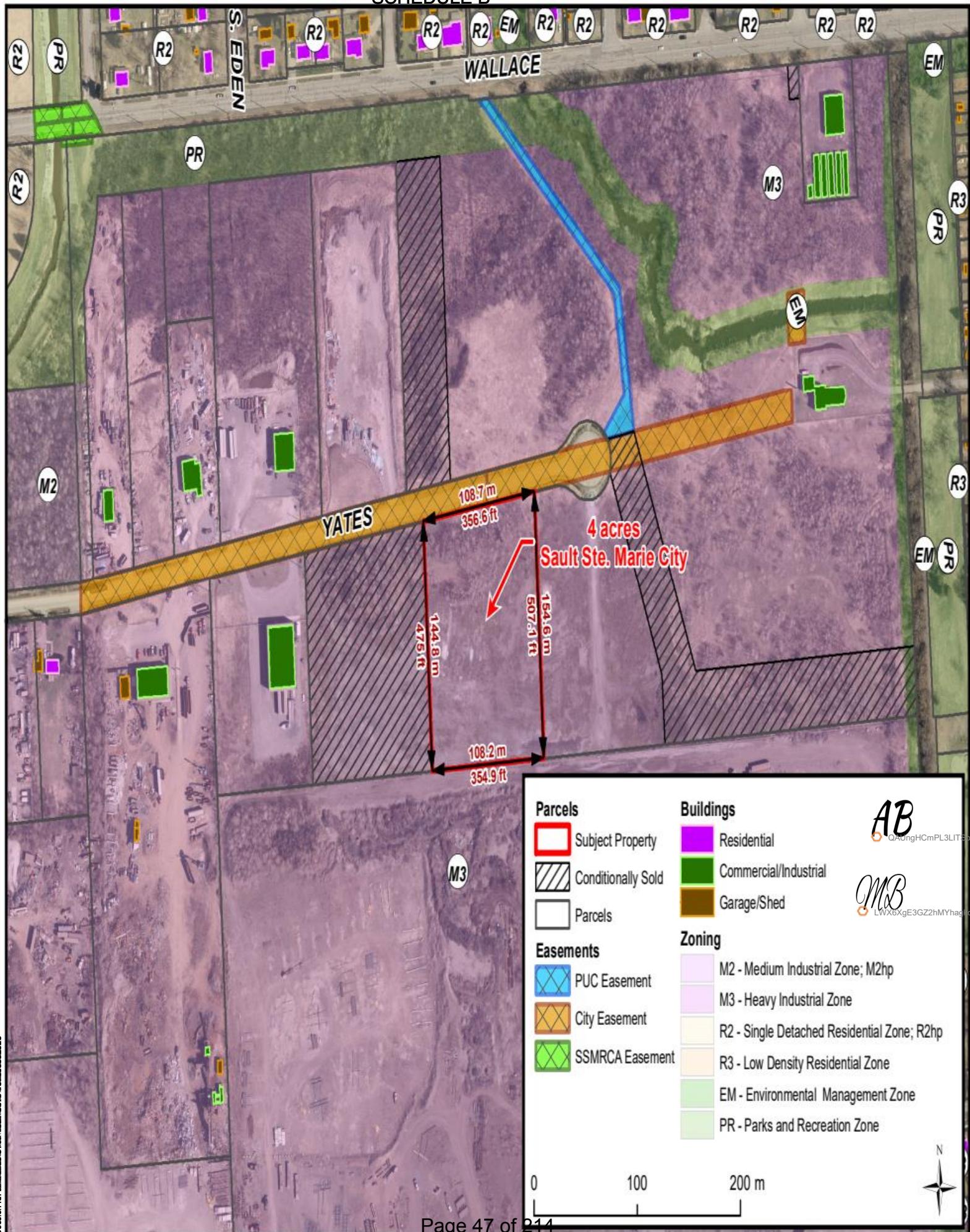
Further, that Council authorize the costs for the survey to be completed by the City once the Buyer waives the financing condition in the Agreement of Purchaser and Sale.

The relevant By-law 2023-55 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,  
Rick Van Staveren  
Director, Economic Development  
705-759-5428  
[r.vanstaveren@cityssm.on.ca](mailto:r.vanstaveren@cityssm.on.ca)

Melanie Borowicz-Sibenik  
Assistant City Solicitor / Senior Litigation Counsel  
705-759-5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

SCHEDULE B



**Summary of Comments RE: Yates Avenue – 4-Acre Parcel  
Vector Freight Systems**

**Planning and Engineering Comments combined**

- Attached is the Phase 2 Environmental Assessment for the property.
- Property is not services. There is existing water and sanitary service that falls outside of the property limits by approximately 2 meters.

**Building Department Comments**

- Comments were provided July 13, 2021 for westerly parcel for Ellsin Environmental purchase
- Zoned M3 (Heavy industrial Zone) (City GIS Mapping).
- Designated under Development Control (City GIS mapping). This matter must be finalized in co-operation with the City Planning Division and the Engineering Division before a building permit can be issued.
- From City GIS Mapping, the parcels are identified as Brownfield Sites. In the past, the previous CBO had designated all commercial properties as Brownfield sites, even though there had been no development based on air photos nor any evidence in the building file. Based on that information, the current CBO, Freddie Pozzebon is satisfied in saying this is not a Brownfield site.
- As there are existing ditches along Yates Avenue, new entrances to the parcel will require applications for culvert permits
- From City GIS Mapping, there are existing overhead powerlines at the northwest corner of the parcel opposite Civic 150
- Any new buildings constructed will be subject to the regulations of the M3 zone.

**Sault Ste. Marie Region Conservation Authority (this is for entire City parcel still in City ownership, not specific to the 4 acre parcel but comments are generalized)**

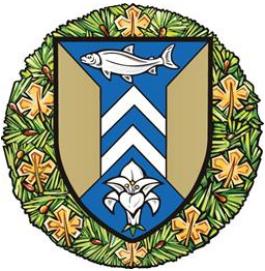
- Subject Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The natural creek bed of the Bennett Creek cuts across the eastern half of this property. Any development on the remainder of the City owned property on Yates Avenue will require a site plan review by SSMRCA and may require a SSMRCA permit

**PWT**

- Support proposed sale
- Most newly created lots on Yates Avenue require servicing (sanitary and water). Public Works has installed services in the past, with costs being (partially) recouped from the property sale account. The sanitary main on Yates is fairly deep, so the by-law prices for sanitary lateral installation will most likely not cover the complete construction cost. PUC water costs are also applicable

**CDES** – No comments or objections

**DSSMSSAB** – No issues in regards to the request.



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Solar-Powered Bus Shelters

---

#### Purpose

The purpose of this report is to provide information on the Solar-Powered Bus Shelter resolution and to seek approval to enter into a summer pilot to test available technology on two (2) existing bus shelters and discuss with Investing in Canada Infrastructure Program (ICIP) if a change order is required for the current submission for the purchase of bus shelters pending project approval.

#### Background

At a Council meeting dated January 9, 2023 the following resolution was passed.

Whereas the City of Sault Ste. Marie strives to be an environmental leader and through its strategic plan is committed to using resources wisely in an effort to maintain and create a sustainable city for future generations; and

Whereas many cities in Canada – including Edmonton, Gatineau, Moncton, London, Sarnia, Windsor and Vancouver – have adopted a policy of implementing solar-powered bus shelters rather than the conventional structure, with widespread acceptance and appreciation from an environmental and financial perspective.

Now Therefore Be It Resolved that Council request Sault Transit staff to report on the feasibility of implementing solar-powered bus shelters as the preferred option for both new and replacement structures.

Further information on solar bus shelters can be accessed using the links below.

- <https://changeforclimate.ca/story/solar-bus-shelters>
- <https://www.sepco-solarlighting.com/blog/solar-bus-stop-and-shelter-design-for-a-brighter-transit-system>
- <https://lumossolar.com/solarstop/>
- <https://urbansolarcorp.com/transit-lighting/bus-shelter-lighting/>

## Solar-Powered Bus Shelters

April 11, 2023

Page 2.

### **Analysis**

There are currently seventy-three (73) bus shelters in place within Sault Ste. Marie. Staff have investigated a number of solar options in response to the resolution. The only shelter facility that currently has lighting is the Northern Transfer Point located at Sault College. There are some that are in close proximity but not with a dedicated lighting structure as part of the shelter.

The purchase price of a traditional bus shelter is approximately \$5,100 versus \$14,000-\$15,000 for a solar bus shelter.

The electricity generated from the panel can be used to light the shelter to aid with locations that are darker and will promote safety. Staff have received a few inquiries for two (2) areas in particular recently and this solution could address this need.

#### **Option 1 - Stand alone Solar Unit fixture**

This is a self contained unit to be mounted and installed through a local provider.

The approximate price is \$190 per unit plus an estimated \$90- \$180 for installation for an estimated total cost of \$370 plus applicable HST.

The concerns with this type of simplified unit are durability and longevity of the unit given Sault Ste. Marie weather. There are additional concerns with respect to potential damage from vandalism that may occur from ease of access and strength of the unit.

#### **Option 2 – Solar Powered Systems**

Eight hour run time:

This system is sized for an eight (8) hour run time for the light, with a four (4) day battery backup. The cost per unit is \$1,875 plus installation.

Twelve Hour run time:

The second system that has a 12-hour run time for the light (dusk-to-dawn) and a 4-day battery backup. The cost per unit is \$2,250 plus installation.

#### **Option 3 – Purchase new solar powered bus shelters versus traditional**

The approximate cost of a solar powered bus shelter is \$14,000-\$15,000. This would require a change order to be submitted through the ICIP, pending approval of the project, as the number of total shelters purchased will be reduced. As part of the 2023 Capital budget the City approved \$75,000 towards shelters.

As an initial phase staff are recommending a summer pilot (option 1) to install solar panels on two (2) bus shelters where concerns have been raised using the stand alone fixture unit (Pawating Place and Peoples Rd).

## Solar-Powered Bus Shelters

April 11, 2023

Page 3.

In addition as part of the 2023 procurement approved by Council instead of purchasing all traditional bus shelters staff suggest procuring one (1) solar powered bus shelter (option 3) to determine viability for use given our climate and longevity. If this works well, staff will continue to shift in this direction for future purchases.

### **Financial Implications**

The estimated cost to install two (2) stand alone units is \$800 for a summer 2023 pilot which can be covered from ongoing operations.

A potential change order would be required to the Investing in Canada Infrastructure Program to substitute a solar bus shelter in place of traditional shelters. This would not have an impact to the Operating budget.

### **Strategic Plan / Policy Impact / Climate Impact**

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.
- Furthermore it aligns with the value of commitment to our citizens and community where we will work together to provide inclusive and accessible services to our diverse community. We will strive to improve productivity and achieve excellence in customer service.
- It also aligns with promoting quality of life advances. Including the implementation of the *Community Greenhouse Gas Reduction Plan*, which has as an action to increase the amount of solar power generation within municipal assets.

### *Climate Impact*

- Solar lighting offers a reliable alternative to conventional grid powered lighting from solar panels. Even though the Ontario electricity grid is relatively clean, a portion of electricity is produced using natural gas (a fossil fuel). The solar bus shelters will be powered by 100% clean, renewable energy.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated April 11, 2023 concerning Solar-Powered Bus Shelters be received and that Council approve the following.

- A summer pilot (option 1) to install solar panels on two (2) bus shelters where concerns have been raised using the stand alone fixture unit (Pawating Place and Peoples Rd).

Solar-Powered Bus Shelters

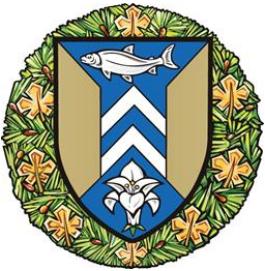
April 11, 2023

Page 4.

- Procure one (1) solar powered bus shelter to determine viability for use given our climate and longevity, pending project approval and potential change order required to the Investing in Canada Infrastructure Program.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development & Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)



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

### COUNCIL REPORT

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Nicole Maione, Manager of Transit & Parking  
DEPARTMENT: Community Development and Enterprise Services  
RE: Municipal Law Enforcement Officers

---

#### **PURPOSE**

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

#### **BACKGROUND**

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

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

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

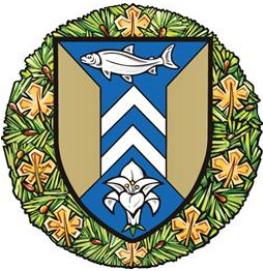
#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2023-49 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Nicole Maione  
Manager of Transit and Parking  
705.759.5434  
[n.maione@cityssm.on.ca](mailto:n.maione@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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Carl Rumieli, Director of Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: Civic Centre Entrance Upgrades

---

#### Purpose

The purpose of this report is to obtain approval to award Contract 2022-18E. The project involves improvements to the front entrance to the Civic Centre including the installation of an exterior elevator, replacement of the concrete stairs leading to the main entrance, removal of the accessibility ramp, and exterior waterproofing of the underground garage.

#### Background

At the meeting of April 11, 2022, Council was updated on the following three separate improvements required to the Civic Centre that were identified in a 2020 building conditions assessment:

- Reconfigure the lobby on Level 2 to address access concerns related to the pandemic, physical distancing, and building security;
- Front entrance improvements related to building accessibility; and
- Install a sprinkler system on all levels.

The project schedules for all three components have been delayed for a number of reasons. The interior work was tendered for the lobby and sprinkler system but received little interest, so the sprinkler system was tendered separately. That tender closed on March 9, 2022. There was one bid was 150% over budget. Staff did not recommend an award. The interior work to the lobby has been undertaken by Public Works and is nearing completion. There is budget set aside for the sprinkler system, which will be procured later this year.

In the April 2022 update, Council was informed that the original pre-design budget for the entrance upgrades was insufficient to complete the work, particularly due to optimistic cost estimates in the 2020 building conditions assessments. The consulting team provided a pre-design estimate in excess of \$4M. Staff worked with the consultant to reduce scope of several components. The revised budget of \$2,728,000 was recommended to complete the entrance upgrades to the Civic Centre. The attached rendering depicts the proposed improvements to the front entrance.

## Civic Centre Entrance Upgrades

April 11, 2023

Page 2

### **Analysis**

The City proceeded with a pre-qualification process of General Contractors in 2022. Based on the evaluation, a list of three contractors were recommended to be invited to submit tenders.

The City received tender submissions from Ontario Concrete Finishing (Soo) Ltd and S&T Electrical Contractors Ltd. Both tenders were found to be complete and are summarized on the attached report from Tulloch Engineering. The low tender of \$4,087,459.15 (excluding HST) was received from Ontario Concrete Finishing (Soo) Ltd.

In an attempt to bring this project closer in line with available funds, the Engineering Division and Tulloch Engineering entered into a negotiation with Ontario Concrete to find cost saving opportunities within the tender.

The resulting reduced scope of work for this project will include the following, which are recommended to be deleted or revised from the project:

- Revisions to interior waterproofing of the underground garage;
- Revisions to stainless steel handrails and guards; and
- Delete concrete staining and sealing.

This scope change will result in a reduced tender value of \$3,913,216.

### **Financial Implications**

When non-recoverable HST is added, the cost to complete this project is projected to be \$3,982,089 which is well over the total available budget of \$2,183,423.

Staff have assessed the projects listed below that were approved in the 2023 Budget and determined they are not urgent to complete this year. Therefore, it is recommended they be cancelled, and the funds redirected to this project bringing the total available funding to \$3,983,423.

- Culvert replacement – Second Line at Leigh's Bay Road -- \$1,050,000
- Civic Centre Seawall Rehabilitation -- \$750,000

Staff will make future budget requests to construct these projects.

### **Strategic Plan / Policy Impact / Climate Impact**

This work is linked to the asset management and service delivery components of the strategic plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated April 11, 2023 concerning Civic Centre Entrance Upgrades be received and that Contract 2022-18E be awarded to Ontario Concrete Finishing (Soo) Ltd.; further that the reduced scope of work described in this report be removed from the contract in order to reduce cost; and that \$1,050,000 of the 2023 Capital Budget originally allocated to

Civic Centre Entrance Upgrades

April 11, 2023

Page 3

a Culvert replacement on Second Line at Leigh's Bay Road and \$750,000 originally allocated to the Civic Centre Seawall Rehabilitation be redirected to the Civic Centre Entrance Upgrades.

The relevant By-law 2023-59 is listed under agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Carl Rumiel, P. Eng.

Director of Engineering

705.759.5379

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

Attach.

April 3, 2023  
21-1120

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

Attention: **Mr. Carl Rumiel, P.Eng.**  
Director of Engineering  
Public Works and Engineering Services

**Re: Tender Submission Results  
Civic Centre – Exterior Entrance Upgrades  
Project 2022-18E**

Dear Mr. Rumiel:

We have reviewed the tender submissions received electronically at the Civic Centre, by the Purchasing Department on or before Tuesday, March 21<sup>st</sup>, 2023, at 3:00pm for the above project and present herewith our Tender Report.

## 1.0 Background

The project consisted of three unique, yet interrelated components:

- Reconstruction of the exterior main entrance,
- Construction of a new full-service passenger elevator,
- Rehabilitation of concrete elements of the underground parking garage.

The intent of this project was to address performance issues with aging infrastructure, enhance the exterior aesthetics of the main entrance, and improve barrier free accessibility for staff and visitors entering the Civic Centre.

Due to the unique combination of elements within this project, it was determined that prequalifying a group of suitable project teams would be the preferred approach. The offering to project teams was made publicly through the Sault Ste. Marie Construction Association, as well as through the City of Sault Ste. Marie's website. A total of three (3) submissions were received from interested proponents.

There was a mandatory site visit required during the prequalification process and an additional, optional site visit was offered during the formal tendering process, on February 10<sup>th</sup>, 2023, at 10:00am. All three (3) prequalified contractors were in attendance at the site visits. A total of ten (10) addendums were issued during the tender process.

## 2.0 Summary of Tenders

A total of two (2) tenders were received by the Purchasing Department prior to the 3:00:00 pm deadline on March 21<sup>st</sup>, 2023. The tender was opened at the Civic Centre, in the Purchasing Department at 3:15pm on March 21<sup>st</sup>, 2023, and results were recorded. Staff from the Clerk's office, Purchasing Department and Engineering Division of the City of Sault Ste. Marie, as well as Dan Moody and Meagan Figures from TULLOCH, were present. The tender opening was livestreamed on YouTube for the public to view.

The following were the results of the submitted Tender values, exclusive of HST, in ascending order of contract price:

- |  |                      |
|--|----------------------|
| 1. Ontario Concrete Finishing (SOO) Ltd.                                 | \$4,087,459.15 + HST |
| <i>(referred to as Ontario Concrete for the purposes of this report)</i> |                      |
| 2. S.& T. Electrical Contractors Ltd.                                    | \$5,126,687.00+ HST  |
| <i>(referred to as S. &amp; T. for the purposes of this report)</i>      |                      |

## 3.0 Review of Tender Received

The tenders were reviewed in detail to ensure that all proposal submission requirements were complied with as stipulated in the tender documents. The following specific comments are noted:

1. The two (2) tender submissions were signed.
2. The two (2) tender submissions were witnessed.
3. The bidders acknowledged receipt of all ten (10) addendums.
4. The tender was checked for mathematical errors and omissions. No mathematical errors were found.
5. Both bidders submitted a bid security in the form of a Bid Bond, as stipulated in the Instructions to Bidders in the Tender. Only Ontario Concrete submitted the hard copy of the bonding to the Civic Centre prior to closing, as stipulated as a requirement in the tender documents.
6. Both bidders submitted an Agreement to Bond (Surety's Consent) indicating that if successful in being awarded the project, they would provide a 100% Performance Bond and 50% Labour & Materials Bond.
7. S. & T. provided a detailed schedule for the work, beginning on May 1, and completion by the middle

of October, 2023. Ontario Concrete also provided a detailed schedule for the work, with a start date of May 1, and completion by the middle of September, 2023.

8. Appendix C – Subcontractors Experience, was included in Ontario Concrete's submission. S. & T. indicated the experience was included in attachments, there were no attachments.

#### **4.0 Conclusion**

Ontario Concrete has indicated that six (6) subcontractors will be engaged to complete the work. Listed in the bid document are the following subcontractors:

- Avery Construction Ltd.
- Maverick and Son Exteriors and Consulting Services Inc.
- Advance Interior Contracting
- KLP Elevators and Lifts Ltd.
- S. & T. Electrical Contractors Ltd.
- Glass Employees Ltd.

TULLOCH is familiar with the above listed subcontractors and are confident in their ability to complete the works in an acceptable fashion as stated.

All the companies associated with the bid are local, except KLP Elevators and Lifts Ltd., which is a Thunder Bay based company.

We have confidence that Ontario Concrete Finishing (SOO) Ltd. could carry out the work in an acceptable fashion. However, the bid was higher than the pre-tender estimate. The high tender value may be attributable in part to material product selection, supply chain shortages, an increase in construction supply costs or an abundance of work in the Sault Ste. Marie Construction Market. Negotiations with Ontario Concrete have been productive. The project scope of work was revised where possible to assist in an overall reduction of the tendered value.

A revised tender submission was received by Ontario Concrete on April 3, 2023. The revised tendered value from Ontario Concrete was **\$3,913,216.56 + HST**. This revised cost is attributable primarily to deferral of a portion of the scope of work in the parking garage, revisions to the stainless steel guards/handrails and removal of concrete staining and sealing from the scope of work.

The Tender documents have a privilege clause for award of the contract; however, we recommend that The City of Sault Ste. Marie consult legal counsel for advice if required, prior to awarding a contract for this work.

Once you have reviewed the tender submission and a decision has been made, please contact us so that we may notify the bidder.

Should you have any questions, or require clarification to any aspect of this project, please feel free to contact the undersigned at your convenience.

Yours truly,

**TULLOCH Engineering Inc.**



**Dan Moody, A.Sc.T.**  
Project Manager

DM/dm

Enclosures      Table 1 – Tender Submission Evaluation Sheet  
                    Tender Submission – Ontario Concrete (SOO) Ltd.  
                    Revised Tender Submission Letter - Ontario Concrete (SOO) Ltd.  
                    Tender Submission – S.&T. Electrical Contractors Ltd.



Tenderer	GENERAL REQUIREMENT							TECHNICAL REQUIREMENTS					REMARKS				
	Tender Price (w/o HST)	Corporate Seal or Witnessed	Addenda (10 issued)	Signature	10% Bid Bond or Certified Cheque	Agreement to Bond (Surety's Consent)	TENDER SUBMISSION FORM	SCHEDULE OF ITEMS AND PRICES	APPENDIX-A (BIDDER'S EXPERIENCE)	APPENDIX-B (PROPOSED SUB-CONTRACTORS)	APPENDIX-C (SUB-CONTRACTOR'S EXPERIENCE)	APPENDIX-D (SCHEDULE)					
Ontario Concrete Finishing (SOO) Ltd. (ORIGINAL)	\$4,087,459.15	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					
Ontario Concrete Finishing (SOO) Ltd. (REVISED)	\$3,913,216.56																
S.&T. Electrical Contractors Ltd.	\$5,126,687.00		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					

Table 1. - Tender Submittal Evaluation Sheet

- ✓ Indicates that the item was contained within the Tender Submission.
- ✗ Indicates document not provided within the tender submission.
- Indicates alternate document provided within the tender submission. or Indicates alternate document provided within changes or exceptions.

# City Of Sault Ste. Marie CIVIC CENTRE - EXTERIOR IMPROVEMENTS

99 Foster Drive  
Sault Ste. Marie, ON



**CLIENT**  
CITY OF SAULT STE. MARIE  
99 FOSTER DRIVE  
SAULT STE. MARIE, ON.  
P6A 5X6  
ph (705) 759-2500



**PRIME CONSULTANT**  
TULLOCH ENGINEERING INC.  
Dan Moody  
71 BLACK ROAD, UNIT  
#8 SAULT STE. MARIE,  
ON P6B 0A3  
ph (705) 949-1457  
dan.moody@tulloch.ca



Page 62 of 214

**Project Architect**  
David Ellis Architect Inc.  
David Ellis, aia raic arido ncarb LEED AP  
267 Cathcart Street Studio 2  
Sault Ste. Marie, ON  
ph (705) 253-4333  
marie@ellisdesign.ca



**Mechanical/Electrical Consultant**  
MET Energy Systems  
Tim Janzen, P.Eng.  
477 Queen Street East  
Sault Ste. Marie, ON  
ph (705) 942-3434  
tsjanzen@meteng.on.ca



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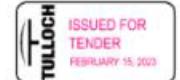


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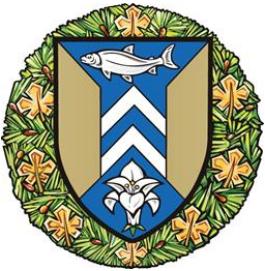
Page 64 of 214

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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Contract 2023-1E Biggins Avenue Reconstruction

---

#### **Purpose**

The purpose of this report is to obtain approval to award Contract 2023-1E. The project includes the complete reconstruction of Biggins Avenue between Queen Street East and Wellington Street East.

#### **Background**

Council approved the reconstruction of Biggins Avenue in the 2023 Capital Budget.

Tenders received via email submission for Contract 2023-1E were opened on Thursday, March 2, 2023. Present at the opening was the Deputy City Clerk as well as City staff and the opening was live streamed to the City's YouTube page. Tender results were made public on the City website immediately following.

Biggins Avenue is a road with a 6.7m right-way. This narrow road allowance will present challenges during construction related to the movement of heavy equipment, handling of materials and maintaining access to local residents. It is likely that bicycle lanes and vehicular traffic lanes on portions of Queen Street and Wellington Street will be closed for the duration of the project in order to accommodate material storage, equipment stand-by areas and overflow resident parking.

#### **Analysis**

A total of three (3) tenders were received. All tenders submitted were checked by AECOM and found to be complete and valid. AECOM's tender report is attached. The low tender of \$4,458,643.15 (excluding HST) was received from EllisDon Industrial.

#### **Financial Implications**

When allowances for engineering costs and non-recoverable HST are added and PUC water costs are removed, the City's cost to complete this project is projected to be \$3,890,043. This is above the allocation in the 2023 capital budget of \$2,597,000.

Contract 2023-1E Biggings Avenue Reconstruction

April 11, 2023

Page 2

When we consider the overall 2023 Capital Transportation Program that has been tendered thus far, the tenders are \$2,939,002 over budget. The overrun on these projects cannot be absorbed within the overall construction program and therefore, it was decided to cancel the Stanley Street reconstruction project before the tender was due to close.

Considering the cancellation of Stanley Street, the overrun on the overall program is \$554,002. On our three Capital Construction accounts, we are under budget by \$1,018 on overall Capital, over budget by \$305,457 on Urban Only and over budget by \$249,563 on Sanitary Sewer Surcharge. The Urban Only and Sanitary Sewer Surcharge shortfalls can be accommodated from previous years uncommitted funds in each funding source.

Stanley Street reconstruction will be prioritized in the 2024 Capital Transportation Plan to be brought to Council later this summer.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

By-law 2023-50 authorizing execution of Contract 2023-1E and By-law 2023-51 authorizing the road closure of Biggings Avenue between Queen Street East and Wellington Street East including intersections from May 1, 2023 to November 30, 2023 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Maggie McAuley, P. Eng.  
Municipal Services and Design Engineer  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

Ms. M. McAuley, P. Eng.  
City of Sault Ste. Marie  
Engineering Department  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5N1

March 3, 2023

**Project #**  
60647156

Dear Ms. McAuley:

**Subject: Reconstruction of Biggins Avenue (Queen Street to Wellington Street)  
Contract No. 2023-1E  
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Thursday, March 2, 2023 for the above contract and present herewith our Tender Report.

## 1.0 Introduction

Contract No. 2023-1E – Reconstruction of Biggins Avenue (Queen Street to Wellington Street) consists of supplying all equipment, labour and materials for the reconstruction of approximately 450 metres of urban roadway including removals, grading, geotextile, granular subbase and base, asphalt, concrete curb and sidewalk, storm sewers, sanitary sewers, watermain and associated appurtenances.

The tender advertisement was published in the Sault Star on Saturday, February 4, 2023 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of four (4) Contractors picked up tender documents during the tender period following submission of the \$100.00 refundable deposit. All four plan takers were general contractors.

During the tender period, the questions from plan takers was limited to queries pertaining to the management and disposal of contaminated material identified under the soil characterization report. One addendum was issued by the Consultant to address the questions raised by the plan takers including incorporating a new item and special provision related to the soil management.

## 2.0 Summary of Tenders

Three (3) Contractors submitted digital tenders for Contract No. 2023-1E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, March 2, 2023. The tenders were opened at 3:15 p.m. on the same day by City staff. The tenders were reviewed to ensure they included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The following were the results of the submitted Total Tender Prices, excluding HST, in ascending order of bid price:

1.	EllisDon Industrial	\$4,458,643.15
2.	Avery Construction Ltd.	\$5,564,306.72
3.	Trimount Construction Group	\$6,378,437.92

The Total Tender Value for each tender includes a contingency allowance of \$100,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$3,487,610.00 (excl. HST) which was compiled based on prices from previous road construction contracts. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1.

### **3.0 Review of Tenders Received**

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. Each of the tenderers Schedule of Items and Prices breakdown were checked for mathematical errors. No errors were found.
3. The Information to Tenderers indicated that all tenders were to include a tender deposit in the form of a bid bond, certified cheque, money order or bank draft in the amount of 10% of the Total Tender Price. All tenderers complied with submission of the required tender deposit.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tenders also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to all tenders submitted.
7. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No. 1.

### **3.0 Low Bidder Experience**

Ellis Don is a General Contractor whose primary experience is with larger building projects including previous contracts for the City. They have also completed smaller civil projects for the City including the waterfront boardwalk and hub trail. They have not completed any local contracts similar to the Biggins Avenue project and we do not have any direct local experience in administering or inspecting their work.

Statement "D" – Subcontractors submitted by EllisDon Industrial indicated that the work will be done by their own forces, with the exception of concrete curbs, sidewalk, and asphalt paving which will be done by Ellwood Robinson, and electrical grounding will be done by S&T Group.

#### 4.0 Tender Estimate

The low tender amount of \$4,458,643.15 (excl. HST) is higher than the Engineer's tender estimate by \$971,033.15 (excl. HST) or approximately 27.8%. The higher tender prices relative to the Estimate are likely attributable to higher material costs together with the significant challenges with this project due to the limited right of way width which makes it difficult to access the site with heavy equipment and challenging to accommodate access and parking for the local residents. The restricted right way also results in additional risks working in close proximity to the adjacent homes.

#### 5.0 Conclusions

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

1. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement); and
2. 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.

Yours very truly,  
**AECOM Canada Ltd.**



Darrell Maahs, C. Tech.  
Project Manager

DRM:nm  
Encl.

**Summary of Tender Prices**

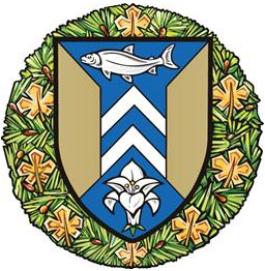
Date: March 2, 2023

Description of Works	Engineer Estimate Total Price	Ellis Don Industrial Tender Price	Avery Construction Tender Price	Trimount Construction Total Price
Part 'A' - Roadworks - >>	\$1,126,510.00	\$1,262,722.58	\$1,912,303.66	\$1,800,330.80
Part 'B' - Storm Sewers - >>	\$576,900.00	\$774,146.39	\$862,911.36	\$1,233,960.81
Part 'C' - Sanitary Sewers - >>	\$569,900.00	\$1,068,417.72	\$1,001,028.03	\$1,279,995.56
Part 'D' - Waterworks - >>	\$987,800.00	\$1,023,004.56	\$1,440,893.87	\$1,714,286.55
Part 'E' - Provisional Items - >>	\$226,500.00	\$330,351.90	\$347,169.80	\$349,864.20
<b>TOTAL TENDER PRICE (Excl. HST)</b>	<b>\$3,487,610.00</b>	<b>\$4,458,643.15</b>	<b>\$5,564,306.72</b>	<b>\$6,378,437.92</b>

**TENDER REVIEW SUMMARY**

Tender Closing: March 2, 2023

<b>CONTRACTORS</b>	<b>Ellis Don Industrial</b>	<b>Avery Construction Ltd.</b>	<b>Trimount Construction Group</b>
<b>ITEMS</b>	<b>Sault Ste. Marie, ON</b>	<b>Sault Ste. Marie, ON</b>	<b>Sault Ste Marie, ON</b>
<b>Total Tender Value (Submitted)</b>	4,458,643.15	5,564,306.72	\$6,378,437.92
<b>Total Tender Value (Corrected)</b>	same	same	same
<b>Addenda Acknowledged</b>	1	1	1
<b>Tender Deposit</b>	Bid Bond 10% of Tender Price	Bid Bond 10% of Tender Price	Bid Bond 10% of Tender Price
<b>Agreement to Bond</b>	Attached	Attached	Attached
<b>Statements 'A' to 'D'</b>	Attached	Attached	Attached
<b>Statement 'E' - Alternatives</b>	none provided	none provided	none provided
<b>Tenders Signed</b>	Signed, Sealed and Witnessed	Signed, Sealed and Witnessed	Signed, Sealed and Witnessed
<b>Subcontractors</b>	Piping - Own Forces Roadwork - Own Forces Concrete Curbs/Sidewalk - Ellwood Robinson Asphalt Paving - Ellwood Robinson Landscaping - Own Forces Tree Removal - Own Forces Rock Excavation - Own Forces Electrical Grounding - S&T Group	Piping - Own Forces Roadwork - Own Forces Concrete Curbs/Sidewalk - Own Forces Asphalt Paving - Own Forces Landscaping - Tranberg & Sons Tree Removal - Own Forces Rock Excavation - Own Forces Electrical Grounding - S&T Group	Piping - Own Forces Roadwork - Own Forces Concrete Curbs/Sidewalk - Own Forces Asphalt Paving - Own Forces Landscaping - Own Forces Tree Removal - Own Forces Rock Excavation - Own Forces Electrical Grounding - Own Forces
<b>Bids Complete</b>	Complete	Complete	Complete



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Dan Perri, Municipal Services and Design Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Contract 2023-4E Blake Avenue Reconstruction

---

#### **Purpose**

The purpose of this report is to obtain approval to award Contract 2023-4E. The project includes the reconstruction of Blake Avenue from McNabb Street to Wawanosh Avenue.

#### **Background**

Council approved the reconstruction of Blake Avenue in the 2023 Capital Budget.

Tenders received via email submission for Contract 2023-4E were opened on Tuesday, March 21, 2023. Present at the opening was the Deputy City Clerk as well as City staff. Tender results were made public on the City website immediately following.

#### **Analysis**

A total of three (3) tenders were received. All tenders were reviewed by Kresin Engineering and two of the three submissions were found to be complete and valid. Kresin Engineering's tender report is attached. The low tender of \$5,202,881.44 (excluding HST) was received from Trimount Construction Group Inc.

#### **Financial Implications**

When allowances for engineering costs and non-recoverable HST are added and PUC water costs are removed, the City's cost to complete this project is projected to be \$4,429,736. This is above the allocation in the 2023 capital budget of \$2,980,000. Higher than anticipated material costs on Blake Avenue can be attributed to the overrun.

When we consider the overall 2023 Capital Transportation Program that has been tendered thus far, the tenders are \$2,939,002 over budget. The overrun on these projects cannot be absorbed within the overall construction program and therefore, it was decided to cancel the Stanley Street reconstruction project before the tender was due to close.

Considering the cancellation of Stanley Street, the overrun on the overall program is \$554,002. On our three Capital Construction accounts, we are under budget by \$1,018 on overall Capital, over budget by \$305,457 on Urban Only and over budget by \$249,563 on Sanitary Sewer Surcharge. The Urban Only and Sanitary Sewer Surcharge shortfalls can be accommodated from previous years uncommitted funds in each funding source.

Stanley Street reconstruction will be prioritized in the 2024 Capital Transportation Plan to be brought to Council later this summer.

**Strategic Plan / Policy Impact / Climate 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:

By-law 2023-52 authorizing execution of Contract 2023-4E and By-law 2023-53 authorizing the road closure of Blake Avenue between McNabb Street and Wawanosh Avenue from May 1, 2023 to November 30, 2023 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Dan Perri, P.Eng.  
Municipal Services and Design Engineer  
705.759.5329  
[d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)

March 23, 2023

Ref. No. 2269.05

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

**Attention:** **Dan Perri, P. Eng.**  
**Municipal Services and Design Engineer**

**Re:** **City Contract No. 2023-4E**  
**Blake Avenue Reconstruction**

Dear Mr. Perri:

We have reviewed the tenders received by the City Clerk 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 complete the reconstruction of Blake Avenue between McNabb Street and Wawanosh Avenue, a total length of approximately 670 metres. The project includes replacement/upgrading of sanitary sewer and water distribution infrastructure, as well as the installation of new storm sewers. New sidewalk, curbs, gutters and road paving, along with the restoration of lawns, driveways and other disturbed areas will also be completed.

The contract was publicly advertised on Saturday, February 18, 2023, with tender documents being made available to contractors commencing the following Wednesday. During the tender period, there were a total of three (3) contractors who requested to be registered to bid on the project. A copy of the tender documents were also provided to the Sault Ste. Marie Construction Association for interested members to review.

During the tender period, various inquiries from plan takers were received regarding the technical specifications and drawings. As a result, two (2) addenda were issued to provide clarification on specific items.

### **Summary of Tenders**

Three (3) bids were received by the City Clerk prior to the tender closing deadline of 3:00 p.m. on Tuesday, March 21, 2023. The tenders were publicly opened at 3:15 p.m. on the same day by City Staff. At the time of the opening, the tender prices were read aloud and the bids were reviewed to ensure the submissions were in general compliance with the tender documents,

including the tender deposit (ie. bid bond, certified cheque or Irrevocable Letter of Credit in the minimum amount of 10% of the Tender Price) and bonding requirements. 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.	\$7,075,364.42
1. Pioneer Construction Inc.	\$5,677,003.23
2. Trimount Construction Group Inc.	\$5,202,881.44

Following the tender opening, the submissions were forwarded via email to Kresin Engineering Corporation 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. Minor errors were found in the submission from Avery Construction LTD; however they remained the high bid with a revised Total Tender Price of \$7,074,041.20.
3. The tender documents called for submission of Statements 'A' to 'D' which outline the tenderers' work experience, staff, available construction equipment and proposed subcontractors. All bidders complied.
4. The tenderers were required to acknowledge receipt of Addenda. All bidders acknowledged receipt of the two (2) addenda issued.
5. The submission from Avery Construction Ltd. did not include: 1) an email address on the Form of Tender as required, and 2) complete pricing for tender items A.12 and A.13.

### Discussion

The submission from Avery Construction did not include a properly completed Form of Tender as it was missing required information.

We note that the submissions from Pioneer Construction and Trimount Construction are in compliance with the requirements outlined in the tender documents. Based on the information provided and on Kresin Engineering'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, Trimount Construction Group Inc., it is noted that they have successfully carried out numerous similar projects to the satisfaction of the City since the firm's establishment and senior staff have significant experience and proven capabilities.

The low tender price of \$5,202,881.44 (excluding HST) is higher than anticipated; however it is our understanding that inflationary pressures continue to have a significant impact on material prices and the current labour market is tight, resulting in increasing costs. Also the additional costs for compliance with new provincial excess soils management regulations have been difficult to estimate.

The second low tender of \$5,677,003.23 is within 10% of the low bid, thus it is likely that these prices reflect the current market conditions and thus are reasonable for the scope of work involved in the project.

### **Recommendations**

Based on our review of the tenders submitted we present the following recommendations for the City's consideration.

1. The tender by Avery Construction Ltd. is missing required information on the Form of Tender, therefore we recommend that this submission be rejected.
2. We recommend that the tender submitted by Trimount Construction Group Inc. in the amount of \$5,202,881.44 (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 Pioneer and Trimount 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.

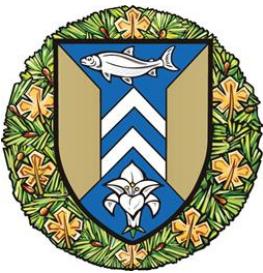
Thank you.

Yours very truly,  
Kresin Engineering Corporation



Michael Kresin, P. Eng.  
Consulting Engineer

MK/eg  
2269 mk tender report.docx



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Wallace Terrace – Lyons Avenue EA Completion

---

#### Purpose

The purpose of this report is to advise Council that the environmental assessment for Wallace Terrace and Lyons Avenue is complete.

#### Background

An environmental assessment (EA) was initiated in 2020 to study a lane reduction or “road diet” of Wallace Terrace and Lyons Avenue from Brookfield Avenue to Carmen’s Way. Wallace Terrace was identified for further study in the 2015 Transportation Master Plan. The limits were extended to include Lyons Avenue to Carmen’s Way.

#### Analysis

##### Traffic Operation Analysis

A traffic operations analysis was completed by the Consultant team for the entire length of the corridor to review the reconfiguration of the lanes to one lane in each direction, a centre turn lane and cycling lanes in both directions. The recommendations from the report can be summarized as follows:

- The traffic operations at both the intersection and corridor levels within the study area under existing conditions are performing optimally, meaning there is excess capacity
- Under the road diet scenario, traffic generally maintains a high level of service with minimal drops at certain intersections.
- The analysis of the road diet scenario supports the viability of implementing a buffered bike lane
- The preferred speed limit for a bike corridor is 50km/hr. A speed review is recommended to confirm whether a change in posted speed limit is required.
- The Goulais Avenue and Wallace Terrace intersection signals are not warranted. A four way stop control is also not warranted.

### Environmental Assessment

This lane reconfiguration project followed a Schedule A+ Municipal Class Environmental Assessment which is a pre-approved, but required the public to be advised prior to implementation. Based on City policy for Public Notice on Schedule A+ projects, the City held a Public Information Centre on February 8, 2023 at the Northern Community Centre. Notices were distributed to properties abutting the project corridor, published in the Sault Star and posted on the City's social media accounts and website.

The Public Information Centre was attended by eight (8) community members. One expressed negative comments and the rest of the comments were generally in favour of the project.

### Recommendations

Staff recommends:

- proceeding with the lane reconfiguration: one lane in each direction, a centre turn lane and cycling lanes in each direction, in a future resurfacing program.
- completing the speed review.
- removing the traffic signals at Wallace Terrace and Goulais Avenue and replacing it with two-way stop control including a flashing red light above the stop signs for a minimum of one year.
- updating the traffic by-law as required.

### **Financial Implications**

There are no immediate financial implications to this report. Approval will be sought at the time the resurfacing program is presented to Council.

### **Strategic Plan / Policy Impact / Climate Impact**

This project is linked to the infrastructure component of the strategic plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated April 11, 2023 concerning the Wallace Terrace – Lyons Avenue Environmental Assessment completion be received and that changes be implemented in a future resurfacing program.

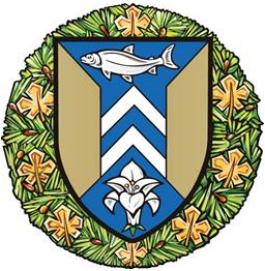
Respectfully submitted,

Maggie McAuley, P.Eng.

Municipal Services and Design Engineer

705.759.5385

[m.mcauley@cityssm.on.ca](mailto:m.mcauley@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

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Dan Perri, Municipal Services and Design Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Contract 2023-6E 2023 Central Creek Aqueduct Repairs

---

#### **Purpose**

The purpose of this report is to obtain approval to award Contract 2023-6E. The project includes repairs to two sections of the aqueduct on Central Street as per engineering recommendations from biennial structural inspections completed by Tulloch Engineering.

#### **Background**

Council approved the Central Creek aqueduct repairs in the 2023 Capital Budget.

Tenders received via email submission for Contract 2023-6E were opened on Wednesday, March 29, 2023. Present at the opening was the Deputy City Clerk as well as City staff. Tender results were made public on the City website immediately following.

#### **Analysis**

A total of three (3) tenders were received. All tenders submitted were reviewed by Tulloch Engineering and were found to be complete. The low tender of \$750,305 (excluding HST) was received from Steel Speed Civil Inc. which was below the project estimate of \$876,760 (excluding HST).

#### **Financial Implications**

When non-recoverable HST and engineering fees are added, the City's cost to complete this project is projected to be \$902,922. This amount can be accommodated within the remaining portion of the \$1.5M approved for aqueducts and bridges during the 2023 Capital Budget deliberations.

#### **Strategic Plan / Policy Impact / Climate 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 Municipal Services and Design Engineer dated April 11, 2023 concerning the 2023 Central Creek Aqueduct Repairs be received

Contract 2023-6E 2023 Central Creek Aqueduct Repairs

April 11, 2023

Page 2

and the recommendation that Contract 2023-6E be awarded to Steel Speed Civil Inc. be approved.

By-law 2023-54 authorizing execution of Contract 2023-6E appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Dan Perri, P.Eng.  
Municipal Services and Design Engineer  
705.759.5329  
[d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)

March 30, 2023  
Project No.: 230667

Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5N2

**Attn: City of Sault Ste. Marie Mayor and Members of Council  
c/o Dan Perri, P.Eng., Municipal Services and Design Engineer**

**Re: Contract 2023-6E – 2023 Aqueduct Repairs – Central Street  
Tender Evaluation Report**

Dear Mayor and Members of Council:

Provided herein is our Tender Evaluation Report with recommendations pertaining to the tenders received for Capital Project 2023-6E, 2023 Aqueduct Repairs – Central Street.

**Project Description**

The work generally consists of the reconstruction of 33 metres of aqueduct on the west side of Central Street, north of McAllen Street. Surface restoration including curb and gutter, and asphalt pavement are also included.

**Tendering of the Works**

The call for tenders was advertised with the Sault Ste. Marie Construction Association, City website and local news organizations. Copies of the Contract Documents were available at the Sault Ste. Marie Construction Association and the office of the Consultant.

One (1) Addendum was issued during the tender period. Tenders closed on March 29, 2023 at 1:30 pm and were opened by representatives of The City of Sault Ste. Marie at approximately 1:45 pm on the same day. The tender opening was available for viewing to the public on the City's live YouTube streaming service. Results were posted on the City website on the same day.

**Tender Prices**

Three (3) tenders were received for the works. The tender prices including HST, as read at the tender opening, were as follows:

Contractor	Total Tender Price	Rank
Steel Speed Civil Inc.	\$851,206.40 (corrected to \$847,844.65)	1
Phillips Haulage (786222 ON Inc.)	\$901,208.61	2
Avery Construction Limited	\$1,002,543.01	3

The tenders were checked for arithmetic accuracy, and an error of \$2975.00 was found on the Steel Speed Civil Inc. submission.

All the tenders were submitted with the appropriate Tender Security in the amount of 10% of the respective tenders, Agreements to Bond and other required documentation. The Tender Securities were retained by the City for safekeeping. The submitted tenders all included a Contingency Allowance in the amount of \$60,000.00.

### **Tender Evaluation**

#### Pricing Evaluation

TULLOCH completed a pretender budget estimate immediately prior to issuing the call for tenders of \$990,738.80 including HST.

The submitted low bid was \$142,893.35 less than our estimate, and in the opinion of TULLOCH, the submitted low price is reasonable.

#### Completion Dates

The contract documents require that all work be completed by October 13<sup>th</sup>, 2023.

#### TULLOCH's Experience with the Low Bidder

Although Steel Speed Civil Inc. is a relatively new local civil contractor in the municipal construction field, TULLOCH is very familiar with the personnel employed by Steel Speed Civil Inc. and has worked with them on numerous projects. Their past experience meets our expectations and we are of the opinion Steel Speed Civil Inc. should be able to successfully complete the project.

We note however, the tender submission states all work shall be performed by their own forces and no subcontractors are to be employed. Various elements of the project generally require a specialized skillset and specialized equipment which to our knowledge Steel Speed Civil do not have. Due to this concern, we contacted Steel Speed Civil seeking clarification. In response it was indicated that the value/effort of work to be completed by subcontractors is very minimal and will require labour only. Steel Speed Civil, as the General Contractor, will be responsible for the supply of all materials directly. We have since been provided with a list of subcontractors, however; the General Contractor remains in negotiations and the list is therefore not necessarily finalized.

#### Tender Validity

The tender contract documents stipulated that tender be held open for acceptance for a period of 60 days following the closing date.

#### Recommendation

TULLOCH recommends that the Corporation of the City of Sault Ste. Marie award the tender to Steel Speed Civil Inc. for a Total Tender Price of \$847,844.65 (inclusive of HST).

We recommend that the tender security of Steel Speed Civil Inc. and Phillips Haulage, the two low bidders, be retained until such time as a contract has been executed between The City of Sault Ste. Marie and Steel Speed Civil Inc.

#### Conclusion

Enclosed with this report, please find a completed Agreement for your use at Council. Contract documents for execution are being finalized and will be forwarded to Steel Speed Civil Inc. once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

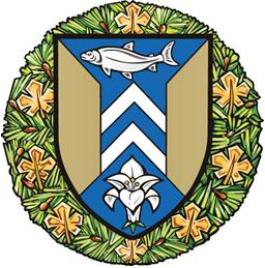
Yours very truly,



John V. McDonald, P.Eng.  
Project Manager, Principal

JVM/bt

Encls.



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior  
Litigation Counsel

DEPARTMENT: Legal Department

RE: Request for Deeming By-law for ITCAN (Sault) Holdings  
Inc. – St. Thomas Street/Bay Street Properties

---

#### Purpose

The purpose of this report is to bring to Council a request received from Mr. Joseph Bisceglia, the Solicitor for the owners of the property legally described as LT C, 14-15 PL 958 ST. MARY'S; W1/2 LT 16 PL 958 ST. MARY'S; SAULT STE. MARIE [PIN 31541-0238 (LT)]; PT LT 34-37, A PL 958 ST. MARY'S AS IN T406904 (THIRDLY TO SEVENTHLY DESCRIBED); SAULT STE. MARIE [PIN 31541-0241 (LT)]; LT 8, 7 PL 26515 ST. MARY'S; PT LT 6 PL 26515 ST. MARY'S; PT LANE PL 26515 ST. MARY'S CLOSED BY T162866; PT LT 25 CON 1 ST. MARY'S AS IN T406904 (FIRSTLY & SECONDLY DESCRIBED); S/T EASEMENT IN GROSS AS IN AL12038; SAULT STE. MARIE [PIN 31541-0243 (LT)]; LT B, 17 PL 958 ST. MARY'S; PT LT 16, 18, 33 PL 958 ST. MARY'S; PT LT 25 CON 1 ST. MARY'S; PT ST. THOMAS ST PL 958 ST. MARY'S CLOSED BY T451294; PT 1 - 3 & 5 1R10831; S/T T452225E; SAULT STE. MARIE [31541-0299 (LT)] (the "Subject Property").

#### Attachment

Attached as Schedule "A" is a map of the Subject Property.

#### Background

Mr. Joseph Bisceglia, the Solicitor for the owners of the Subject Property have requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

#### Analysis

The request has been circulated to the Planning Director, Chief Building Official, Municipal Services Engineer, and Secretary-Treasurer of the Committee of

Request for Deeming By-law for ITCAN (Sault) Holdings Inc. – St. Thomas

Street/Bay Street Properties

April 11, 2023

Page 2.

Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

**Financial Implications**

Approval of this report will not impact municipal finances.

**Strategic Plan / Policy Impact / Climate Impact**

Not applicable.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor / Senior Litigation Counsel dated April 11, 2023 concerning Deeming By-law for ITCAN (Sault) Holding Inc. be received and that By-law 2023-30 which has the effects of deeming LT C, 14-15 PL 958 ST. MARY'S; W1/2 LT 16 PL 958 ST. MARY'S; SAULT STE. MARIE [PIN 31541-0238 (LT)]; PT LT 34-37, A PL 958 ST. MARY'S AS IN T406904 (THIRDLY TO SEVENTHLY DESCRIBED); SAULT STE. MARIE [PIN 31541-0241 (LT)]; LT 8, 7 PL 26515 ST. MARY'S; PT LT 6 PL 26515 ST. MARY'S; PT LANE PL 26515 ST. MARY'S CLOSED BY T162866; PT LT 25 CON 1 ST. MARY'S AS IN T406904 (FIRSTLY & SECONDLY DESCRIBED); S/T EASEMENT IN GROSS AS IN AL12038; SAULT STE. MARIE [PIN 31541-0243 (LT)]; LT B, 17 PL 958 ST. MARY'S; PT LT 16, 18, 33 PL 958 ST. MARY'S; PT LT 25 CON 1 ST. MARY'S; PT ST. THOMAS ST PL 958 ST. MARY'S CLOSED BY T451294; PT 1 - 3 & 5 1R10831; S/T T452225E; SAULT STE. MARIE [31541-0299 (LT)] as no longer being part of a plan of subdivision be recommended for approval.

The relevant By-law 2023-30 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

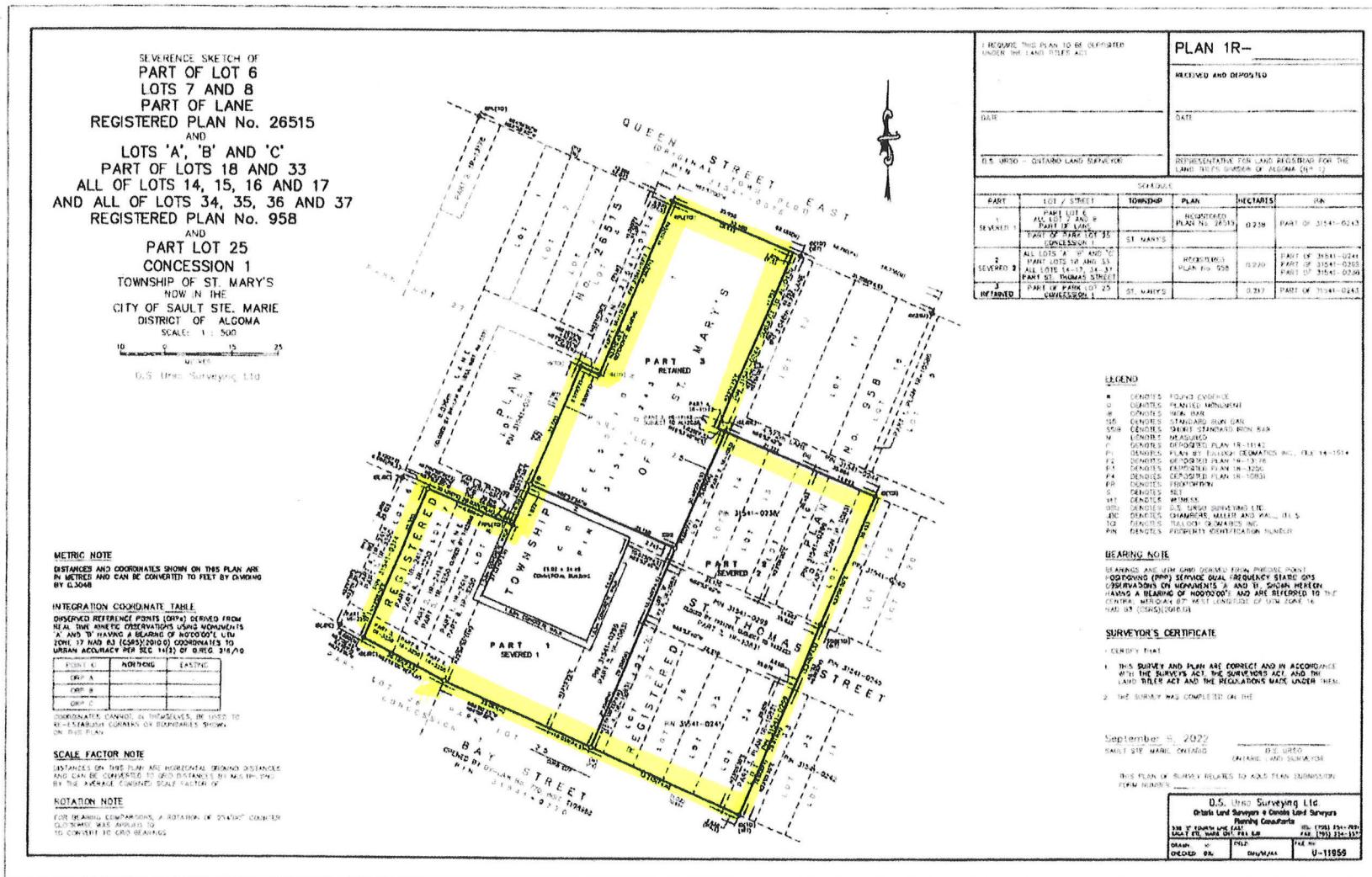
Melanie Borowicz-Sibenik

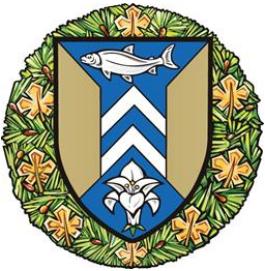
Assistant City Solicitor/Senior Litigation Counsel

705.759-5403

[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

This drawing is for information purposes only. It does not form part of the By-law.





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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley Olar, Risk Manager  
DEPARTMENT: Legal Department  
RE: Intact Public Entities – Claim Handling Agreement

---

#### Purpose

The purpose of this report is to seek Council's approval of a Claim Handling Agreement (the "Agreement") between the City and Intact Public Entities Inc. ("Intact") that was contemplated in the General Insurance Services Agreement between the City and Frank Cowan Insurance Company ("Cowan") approved by Council under By-law 2021-42.

#### Background

In 2020, the City issued an RFP for the provision of General Insurance Services. Council thereafter approved Staff's recommendation at the conclusion of the RFP to enter into a three-year General Insurance Services agreement with Cowan for the period February 28, 2021 to February 28, 2024. The Frank Cowan Insurance Company rebranded and are now known as Intact Public Entities Inc ("Intact").

The main General Insurance Services Agreement has provided a subsidiary agreement, specifically the Claim Handling Agreement for execution for the upcoming policy period February 28, 2023 to February 28, 2024. There is no additional cost for this agreement.

#### Analysis

The Agreement grants the City permission to respond to certain claims through its processes and also sets out the City's reporting obligations to Intact. The City is required to immediately notify Intact if during the handling of a claim it becomes apparent that the claim:

- Reaches or is expected to reach a total incurred value (Reserves and payments) in excess of 50% of the policy deductible;
- Triggers coverage under a Claims Made wording (ie. E&O, Environmental, etc.); or
- Is a certain type of claim as enumerated by Intact (ie. More serious in nature, including fatalities, brain damage resulting in mental/physical impairment, class action suits, etc.).

Intact Public Entities – Claim Handling Agreement

April 11, 2023

Page 2.

Further, the Agreement requires the City to maintain a claims reporting and tracking system, along with a “claims loss bordereaux of all claims handled by the City” every six months. The Risk Manager shall complete this reporting.

**Financial Implications**

There is no additional financial impact to the City for the execution of this agreement.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

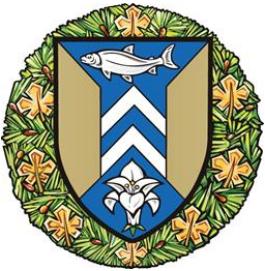
By-law 2023-57 authorizing the execution of the Claim Handling Agreement between the City and Intact Public Entities Inc. appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Shelley Olar  
Risk Manager

705.759.5768  
[s.olar@cityssm.on.ca](mailto:s.olar@cityssm.on.ca)

LEGAL\STAFF\COUNCIL\REPORTS\2023\INTACT PUBLIC ENTITIES - CLAIM HANDLING AGREEMENT.DOCX



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

### C O U N C I L   R E P O R T

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jonathan Kircal, RPP, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: Streets By-law Amendment – Downtown Sidewalk  
Merchandise Display

---

#### Purpose

The purpose of this report is to recommend an additional amendment to the Streets By-law. The intent is to provide retailers with greater flexibility to display sidewalk merchandise displays by extending the display season. This change would be in addition to the amendment passed at the January 2023 Council meeting.

#### Background

At its January 30, 2023 meeting, City Council approved an amendment to the Streets By-law to permit downtown retailers to display merchandise on city sidewalks without a Municipal Licence of Occupation Agreement, subject to a number of conditions aimed at maintaining public safety and order.

At this meeting, City Council asked staff to look into two possible amendments to further increase by-law flexibility:

- Exempt special events from the by-law.
- Extend the downtown sidewalk merchandise display season.

#### Analysis

##### **Exempt Special Events from the By-law:**

A closed street is exempt from the regulations that are contained in the Streets By-law. This benefits events that occur on closed streets since they can operate without having to adhere to a number of restrictions – subject to certain conditions. The various downtown street parties and Greyhound celebration events that occur on Queen Street are all examples of events that occur on closed roads.

## **Streets By-law Amendment – Downtown Sidewalk Merchandise Display**

April 11, 2023

Page 2.

During the January 30<sup>th</sup> Council Hearing, it was noted that the event, ‘Halloween on Queen’, is negatively impacted by the Streets By-law. It is a sidewalk-based event that does not result in a street closure and therefore is not exempt from the Streets By-law. This includes the regulation that prohibits merchandising on public sidewalks during the ‘Halloween on Queen’ event date.

Staff recommend that the By-law be amended so that on-street merchandising be permitted through to the end of October. This will address the concerns that were made for ‘Halloween on Queen’.

With the exception of ‘Halloween on Queen’, all other current major downtown events require street closures (i.e. exempt from Streets By-law) and occur during the permitted dates. In the future, additional event exemptions from the by-law would be assessed on a case-by-case basis.

### **Extending the downtown sidewalk merchandise display season:**

The purpose of prohibiting on-street merchandising on City sidewalks early in the winter season is to ensure that Public Works can effectively perform snow removal and sanding operations.

The prohibition timeframe in the Streets By-law is between October 15 to May 15 and was derived from the downtown sidewalk patio regulations. During the January 30<sup>th</sup> Council meeting, it was noted that on-street merchandising displays are much more portable to move around – evidenced by the fact that they have to be removed from the sidewalk at the end of each business day. Unlike patios, on-street merchandising is not as cumbersome or time-consuming to remove.

On-street merchandising can therefore be easily moved out of the way and inside the store in the event that snow removal and sanding operations are required on short notice. For these reasons, it is appropriate to permit these types of displays further into the shoulder seasons. It is recommended that the prohibition duration be shortened and be between the dates of November 1 to April 30, inclusive. On-street merchandising would therefore be permitted between May 1 to October 31, a period of 6 months.

### **Financial Implications**

Approval of this amendment will not result in any incremental changes to municipal finances.

### **Strategic Plan / Policy Impact / Climate Impact**

Approval of the recommendations found in this report are consistent with the Service Delivery, Quality of life and Community Development focus areas of the City's Corporate Strategic Plan. No climate change impacts are anticipated.

### **Recommendation**

It is therefore recommended that Council take the following action:

Streets By-law Amendment – Downtown Sidewalk Merchandise Display

April 11, 2023

Page 3.

By-law 2023-58, being a by-law to amend By-law 2008-131 (Streets By-law), appears elsewhere on the Agenda and is recommended for your approval.

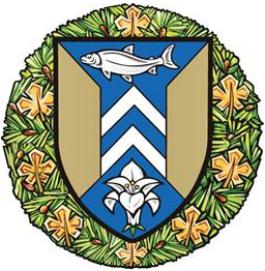
Respectfully submitted,

Jonathan Kircal, RPP

Planner

705.759.6227

[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)



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

### COUNCIL REPORT

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jonathan Kircal, RPP, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: Changes to Temporary Outdoor Patios Under the Liquor  
Licence and Control Act

---

#### Purpose

The purpose of this report is to provide City Council with an update on recent amendments to O.Reg 746/21 under the Liquor Licence and Control Act, 2019, which transfer responsibilities to municipalities to approve outdoor temporary extensions of Liquor Sales Licences.

#### Background

City Council has been amending the patio approval process to make it more efficient, responsive, safe, and cost-effective for the City and for businesses alike.

Summary of recent amendments:

March 2017: City Council delegated the authority to administer sidewalk patio agreements to the Planning Director on behalf of the City of Sault Ste. Marie.

August 2019: City Council authorized the approval of sidewalk patio agreements for a three-year period – representing an extension of an additional two years.

June 2020: City Council waived patio application and parking space fees for 2020, and amended existing patio agreements to factor in Provincial COVID-19 safety regulations. A permanent zoning change to permit up to 25% of parking areas on private property to be converted into seasonal patio space was also made.

September 2020: City Council reduced the sidewalk patio liability insurance from \$5 million to \$2 million for both licensed and unlicensed patios.

March 2021: City Council waived patio application and parking space fees for 2021 only.

## Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act

April 11, 2023

Page 2.

May 2022: City Council waived patio application and parking space fees for 2022 only.

### **Analysis**

On January 1<sup>st</sup>, 2023, the Government of Ontario amended Regulation 746/21 under the Liquor Licence and Control Act, 2019 to transfer authority to local municipalities to approve temporary outdoor physical extensions of licensed areas for a duration of no greater than 8 months in a calendar year.

Prior to this amendment, licensed restaurants and bars wishing to set up a temporary patio and serve alcohol required two types of approvals:

1. Approval from the City to establish a patio. This is typically in the form of a License to Occupy City Property agreement in the case of sidewalk patios, or amending a site plan agreement in the case of private property patios.
2. Approval from the Alcohol and Gaming Commission of Ontario (AGCO) to license the patio to serve alcohol. This is considered a “temporary outdoor physical extension of a licensed area”.

The AGCO is no longer involved in approving temporary outdoor physical extensions of licensed areas. It is the local municipality. The AGCO is still the approval authority for licensing indoor establishments or permanent outdoor areas.

Liquor sales licensees now must get approval of their temporary patio extensions from the municipality, and on approval those parties must notify the AGCO of the approval and its duration and conditions. This change provides additional authorities and responsibilities to the municipalities. Additional municipal responsibilities now include mitigating public safety and nuisance issues. This is commonly achieved by requiring the patio area to be located close to the main premises and ensuring that the licensee can maintain control over the space – for example, the use of fence and railing systems prevents patrons from drinking outside of licensed areas.

It would also include the municipality having the authority to specify and enforce conditions on the approval. For example, the City could impose a condition on a specific establishment that would require a closing time that is earlier than the prescribed hours of the Liquor Licence and Control Act, 2019. The AGCO will continue to enforce the liquor law by inspecting licensed areas to prevent such occurrences as underage drinking, disorderly conduct, excessive drinking, selling of illegal drugs, overcrowding, etc. The City can at any time modify conditions or revoke the patio from being licensed.

Staff do not anticipate that these legislative changes will have a significant impact on the City's patio approval process. Locally, there is minimal safety or nuisance

## Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act

April 11, 2023

Page 3.

issues with patios. In recent years, there has only been one instance of nuisance, which was a patio playing loud music late at night, disturbing adjacent residential uses. This was a patio on private property, outside of the downtown. The AGCO resolved the matter by imposing a noise-based condition on the license. There is a good working relationship between City staff and the local AGCO inspectors, with regular update meetings to ensure that the use of patios are conducted in a safe and orderly manner.

The table below summarizes the patio approval process prior to the changes to the Liquor Licence and Control Act, 2019. The only step in the approval process that would change is that of the City Clerk preparing a Letter of Non-Objection for a proposed patio. This will be replaced by the Planning Division notifying the AGCO of a patio approval. The Letter of Non-Objection was formerly a requirement for the AGCO to approve a licensed patio. This is no longer the case as the AGCO is no longer involved in the approval process. However, the AGCO needs confirmation that the City approved the patio as a licensed, alcohol serving area.

Patios on Queen Street sidewalk (public property)	Patios on private property (e.g. a restaurant's parking lot)
<ul style="list-style-type: none"><li>• Pre-application consultation with the Planning Division.</li><li>• Applicant submits application, fee, proof of insurance, AGCO license, APH permit, site plan, and where applicable, a building permit.</li><li>• Application is circulated to Fire, Building, Planning, PW, Accessibility, Police, APH for review and comment.</li><li>• [New] Conditions potentially added.</li><li>• Planning Director signs off on a License of Occupation Agreement.</li><li>• [New] Planning Division notifies the AGCO of a patio approval.</li><li>• [No longer applicable] City Clerk prepares letter of non-objection</li></ul>	<ul style="list-style-type: none"><li>• Applicant submits a site plan of the patio location.</li><li>• The site plan is circulated to Fire and Building for review and comment.</li><li>• Site Plan Control (if applicable) is waived to permit the temporary patio.</li><li>• [New] Planning Division notifies the AGCO of a patio approval.</li><li>• [No longer applicable] City Clerk prepares letter of non-objection that the applicant then submits to the AGCO.</li></ul>

## Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act

April 11, 2023

Page 4.

that the applicant then submits to  
the AGCO.

A meeting was held to discuss the new regulatory changes. In attendance were the local AGCO Inspectors, City Clerk, Legal, Building, and Planning Division. The Legal Division noted that these legislative changes imposed additional liability on the municipality and that City Council should be better informed on matters concerning liability insurance. The Legal Division is in the process of reviewing the legal implications of these changes and will report to Council at the May Council meeting. At that meeting, they will request that City Council decide on the legal components of the patio approval process.

- The Municipal License to Occupy City Property Agreement:  
This is the agreement that must be entered into in order to provide permission to restaurant operators to use City property for a patio. The patio approval process is heavily directed by this agreement. It contains a number of clauses with respect to the patio's design and operation, liability and insurance, liquor regulation, etc.
- Waiver Agreement for private property patios:  
This agreement provides further assurances to indemnify the City.

At this time, Planning Staff is collecting application documents and providing consultation to prospective patio operators. However, official approval cannot be granted until such delegated authority is authorized at the Council meeting.

### **Additional Information:**

In 2022, eight patios were set up on City sidewalks in the downtown, and many more were located on private property both inside and outside the downtown area.

All License to Occupy City Property Agreements have expired, therefore, restaurants that wish to use City property in the downtown will need to submit a new application. The patio application fee is \$250 for 3 years. Utilizing a parking bay incurs a fee of \$230 annually. It typically takes 2 weeks for staff to approve a patio once a complete application is submitted.

### **Financial Implications**

Approval of this amendment will not result in any incremental changes to municipal finances.

### **Strategic Plan / Policy Impact / Climate Impact**

This item supports downtown revitalization initiatives under the Strategic Plan's Quality of Life focus area. No Climate change impacts are anticipated.

### **Recommendation**

It is therefore recommended that Council take the following action:

Changes to Temporary Outdoor Patios Under the Liquor Licence and Control Act

April 11, 2023

Page 5.

Resolved that the report of the Planner dated April 11, 2023 concerning Changes to Temporary Outdoor Patios under the Liquor Licence and Control Act be received as information.

Respectfully submitted,

Jonathan Kircal, RPP

Planner

705.759.6227

[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

# SIDEWALK PATIOS REQUIREMENTS & GUIDELINES



# TABLE OF CONTENTS

PATIO TYPES	3
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LIQUOR SALES	9
APPLYING FOR A PATIO <i>(application form and checklist)</i>	10

**Sidewalk patios foster an inviting, thriving and vibrant downtown neighbourhood.** They not only enhance the attractiveness and ambiance of the downtown, but they also create accessible community spaces and contribute to safe walking environments. As part of the 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 information** on the design, operation and approval process for sidewalk patios. Patios must not impact the safety, accessibility and enjoyment of public space by others.

Questions? Please Contact:

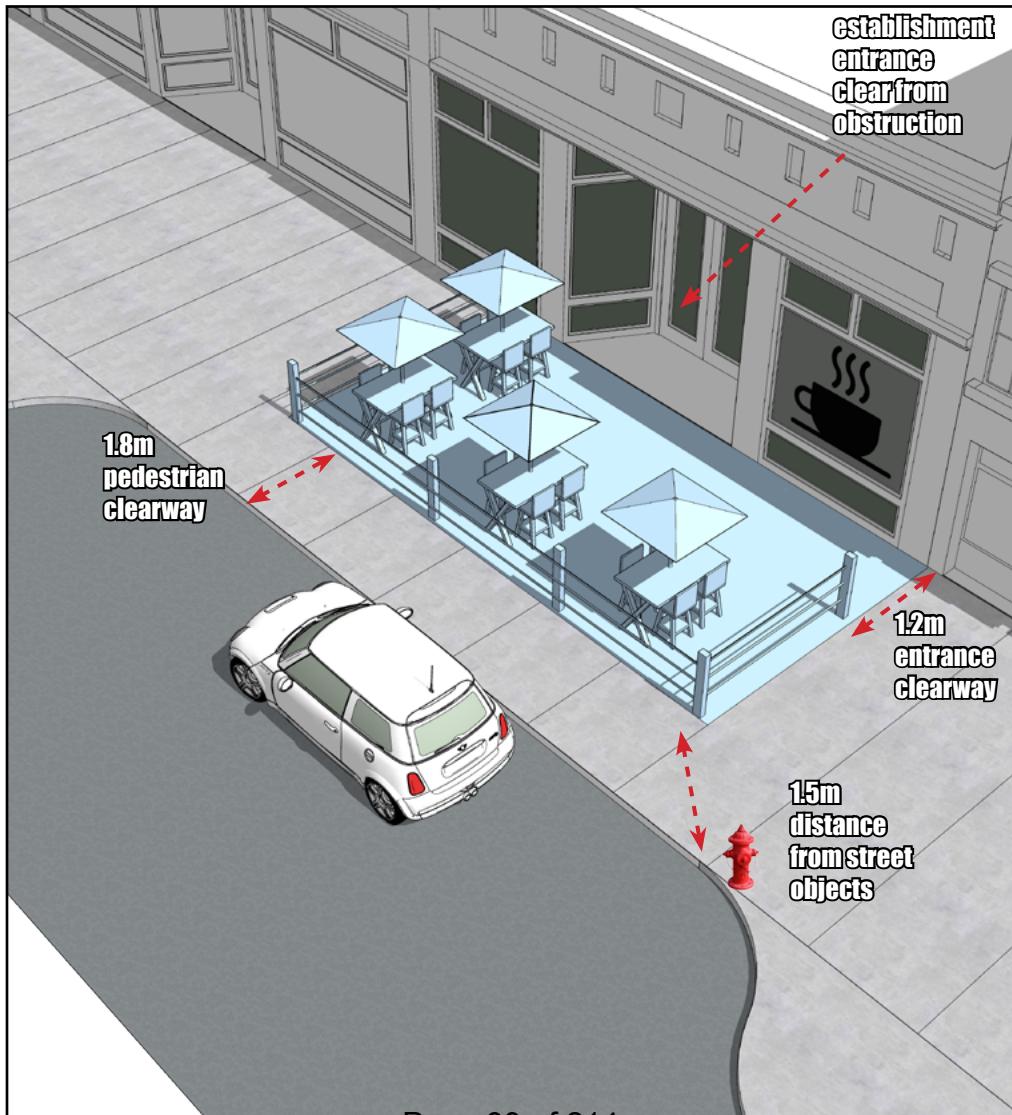
Jonathan Kircal, Planner: 705-759-6227 - [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)  
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# PATIO TYPES

## Frontage Patio

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

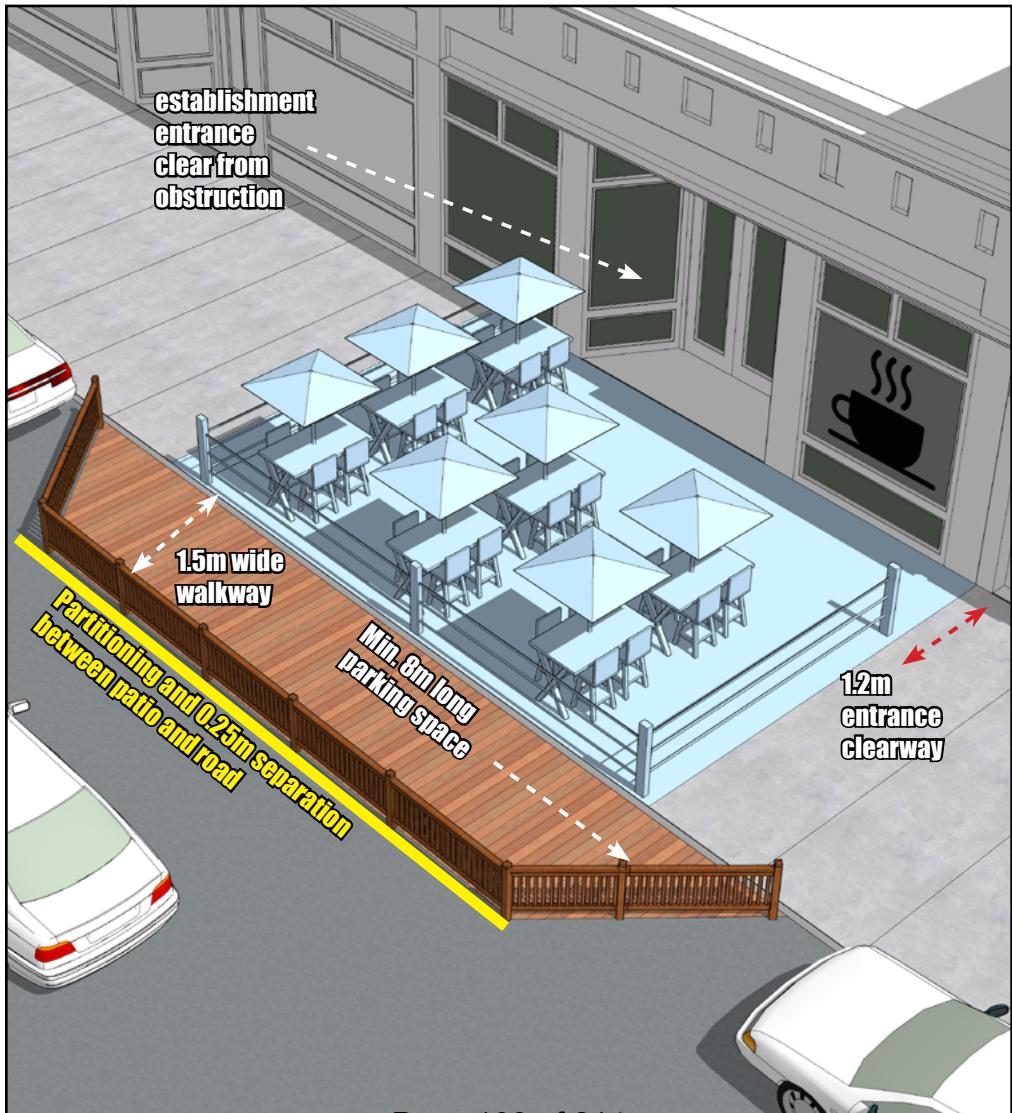
Patio applications are not required when only the front 0.75 metres of the building is used for chairs and tables for decorative purposes.



# PATIO TYPES

## Frontage Patio with Pedestrian Walkway

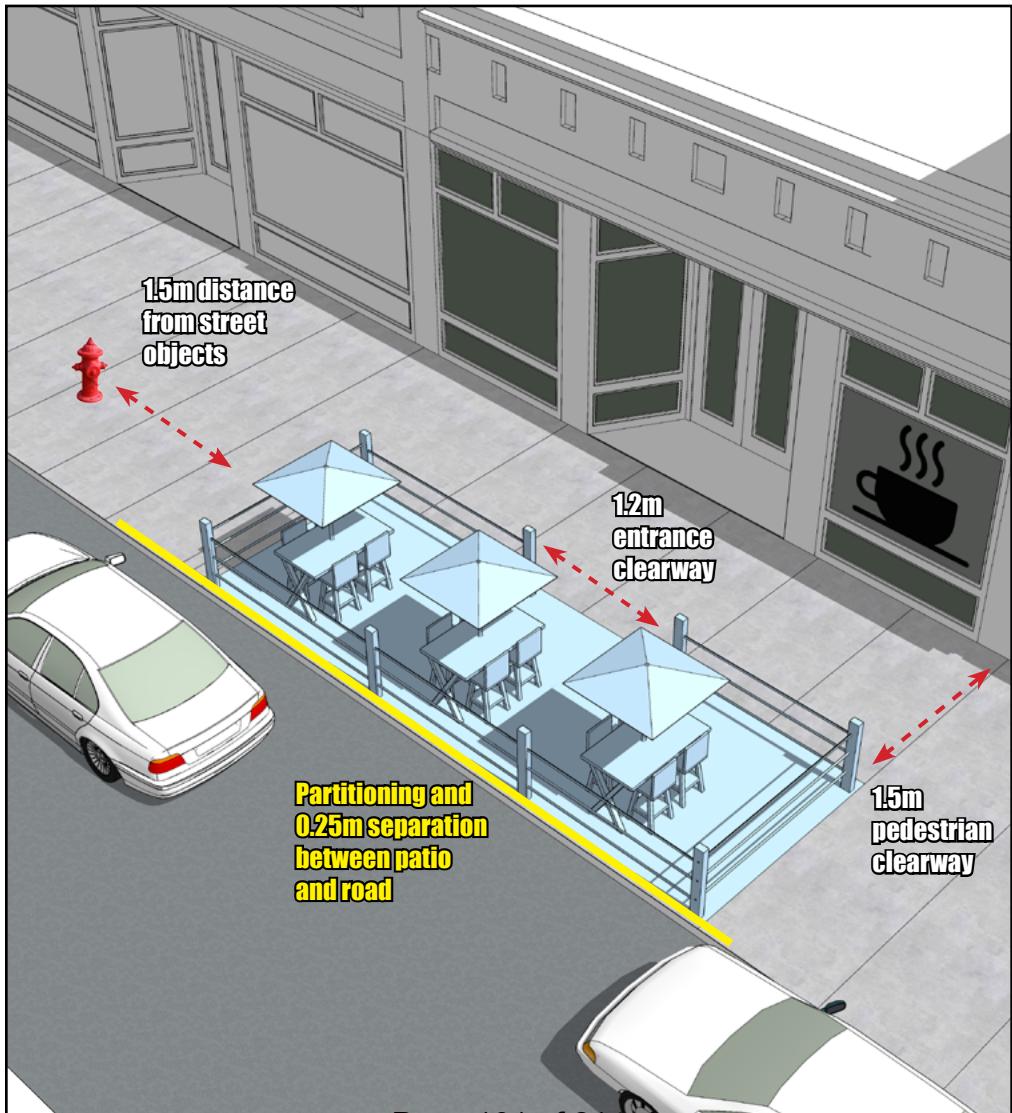
The patio is located along the face of the building and occupies the entire width of the sidewalk. A pedestrian walkway, located in an adjacent parking space, bypasses the patio.



# PATIO TYPES

## Curbside Patio

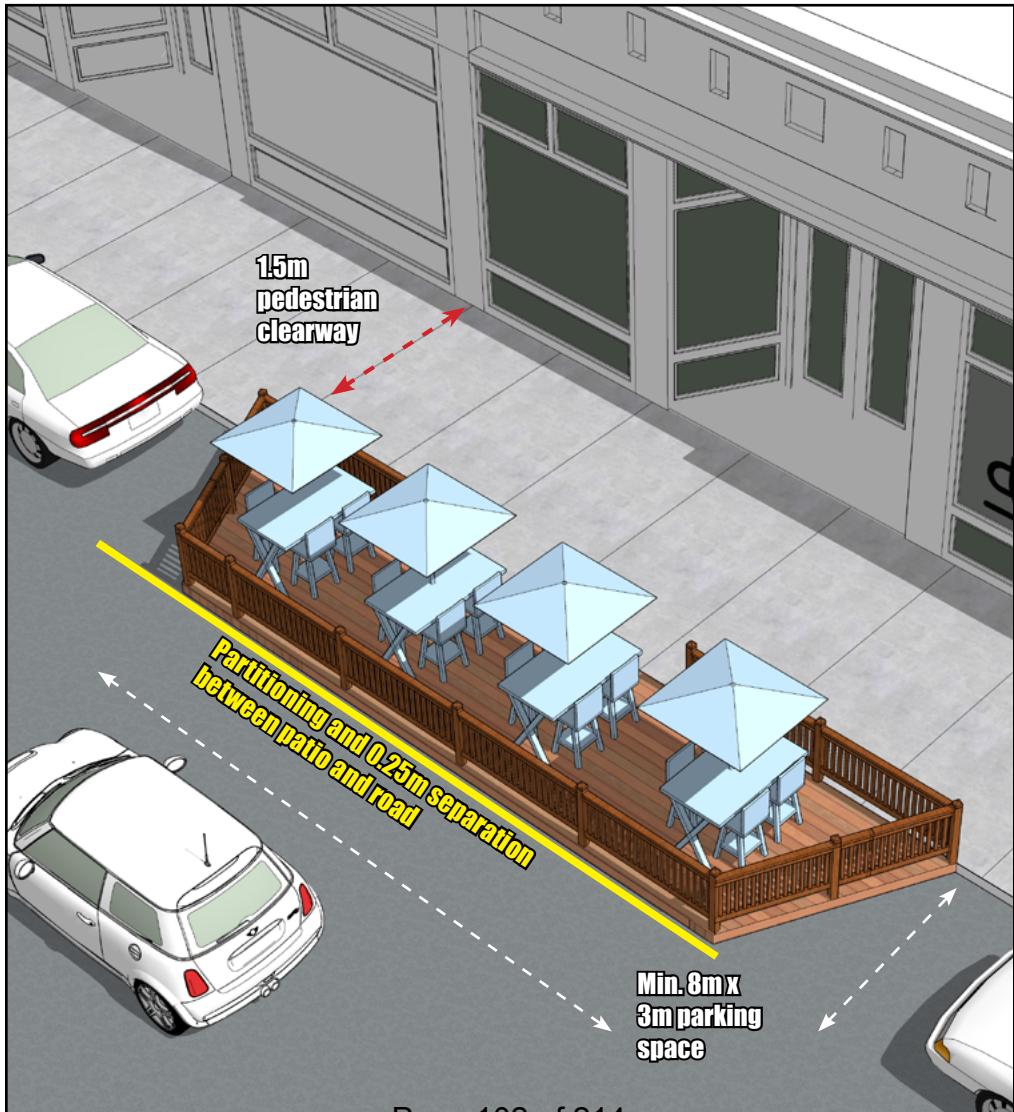
The patio is located along the curb and maintains sufficient pedestrian clearance between the edge of the patio and the building.



# PATIO TYPES

## Parklet Patio

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



# REQUIREMENTS

## Patio Delineation

- Frontage patios can be delineated with objects and horizontal features (e.g. planters and decorative ropes), unless alcohol is to be served (see below).
- Curbside and parklet patios, and any patio where alcohol is to be served must be enclosed by a partition between 1m to 1.2 metres high.
  - A partition must take the form of an attractive fence or rail system, be easily removable, be free of jagged edges, and pose no trip hazard. They must be structurally strong and secure to support the weight of people leaning against them.
- Picket spacing must be at least 0.23m (9") apart to prevent head entrapment of a small child. For structural stability, post spacing must be no greater than 1.2m (48") apart when abutting a roadway.
- Patios, including pedestrian walkways, must not extend in front of other businesses without their written support.

## Minimum Distances and Pedestrian Safety

- An unobstructed 1.5 metre wide pedestrian path must be maintained and be of the same elevation as the sidewalk. If the path is adjacent to a road, the width must then be 1.8 metres.
- Patio entrances must be at least 1.2 metres wide and be kept unobstructed.
- A 1.5 metre separation between the patio and street objects (e.g. benches, trees, bus stops, fire hydrants, lamp posts, and parking metres) is required. Consult with a Planner to determine if objects can be relocated, or if separation distances can be reduced.

## Converting a Parking Space

- A parking space is 8 metres long by 3 metres wide. A fee will be applied to each space used.
- Patios and pedestrian walkways located within a parking space must feature reflectors for night safety.
- Patios and walkways must be setback at least 0.25 metres from the curb.

# REQUIREMENTS

## Patio Equipment

- Patio furniture, including umbrellas, must not obstruct vehicular or pedestrian visibility or movement.
- Outdoor heating devices must be CSA Group certified, and must be installed, operated and maintained according to the Technical Standards & Safety Authority (TSSA).
- Light fixtures should direct illumination into the patio area, rather than out towards the street.
- Patio furniture should be secured in place and 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 Operation

- Patio season is between May 15 and October 1. Patios are not permitted outside of this timeframe, unless stated otherwise by the City. Sidewalks and parking spaces must be returned to their original condition at the end of the season.
- Patios must be equipped with fire-extinguishers in the presence of outdoor cooking appliances.
- Smoking, vaping and the use of cannabis are prohibited on patios on City property.
- Patios should be maintained in good working order and must comply with municipal noise, sidewalk and signage by-laws.
- At least one wheelchair accessible table that can be easily traveled to from the entrance must be provided.

## Additional Approvals

- Consult the “Applying for a Patio” section for additional requirements.
- Lead time and unexpected issues can delay an application. Apply early to take full advantage of patio season.

# LIQUOR SALES

If alcohol is to be served on the patio, the main premise (e.g. restaurant or bar) must have a liquor license from the Alcohol and Gaming Commission of Ontario (AGCO) . A copy of this license must be submitted to the City.

For more information, please consult with the following:

**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](http://www.agco.ca/iAGCO)

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

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

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 on the sidewalk between the patio and the business establishment.

# APPLYING FOR A PATIO (Application Process)

- 1. Pre-application consultation:** before submitting an application to the City, meet with a Planner to discuss your proposal. This step can help explain the application process and requirements.
- 2. Starting the application:** 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). Discuss the patio proposal with any adjacent businesses that could be impacted.
- 3. Submitting the application:** submit a completed application form to the Planner.
- 4. Application decision:** if the application and supporting documents (e.g. proof of insurance, AGCO license, APH permit) are approved, Planning staff will contact the applicant to sign a **License of Occupation Agreement**. Patio installation and operation can occur during the dates specified in the Agreement.

# APPLYING FOR A PATIO (Application Form)

## 1. Applicant Information

Applicant is the:

- Landowner.
- Tenant who has been given permission from the landowner to make an application for a patio.
- Other:

Name:

Mailing address:

Email:

Phone:

## 2. Business and Proposed Sidewalk Patio Information

Legal business name:

Business address:

Type of patio proposed:

Frontage: Curbside: Parklet\*: Frontage w/ walkway\*:

\*# of parking spaces to be used:

Number of proposed patio seats:

Patio dimensions:

### **3. Applicant Information**

Will liquor be served on the patio premise:

Yes  No

If Yes to the above, is the main premise (e.g. restaurant or bar) licensed by the AGCO provided a license to serve alcohol on the patio premise?

Yes  No

Will food be prepared outside the main kitchen?

Yes  No

If Yes to the above, has the Algoma Public Health (APH) provided a temporary food permit?

Yes  No

### **4. Signature**

I,  (print name) hereby declare that the information provided in this application is, 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 acknowledgment that the information contained in this application will be on file in the City o 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.**

Planning: \_\_\_\_\_

Date

Building: \_\_\_\_\_

Payment

Public Works: \_\_\_\_\_

Lic. duration

Accessibility Cmte: \_\_\_\_\_

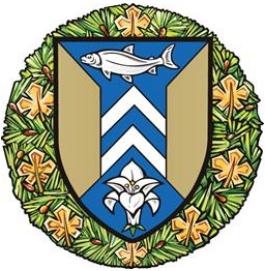
Police Services: \_\_\_\_\_

Fire Services: \_\_\_\_\_

Algoma Public Health: \_\_\_\_\_

# APPLYING FOR A PATIO (Application Checklist)

- **1. APPLICATION FORM AND FEE** including any fees for using on-street parking space for a patio or pedestrian walkway. Consult with staff to determine fees, duration of license agreement and required annual renewals.
- **2. PROOF OF LIABILITY INSURANCE COVERAGE** for property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount of at least \$2 million.
  - City of Sault Ste. Marie must be named as an Additional Insured.
  - Restaurant name and address must be referenced.
  - A 30 day cancellation notice period is required.
- **3. COLOUR PHOTOGRAPHS** of the business street frontage (showing adjacent businesses).
- 4. FULLY DIMENSIONED 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** (Building Code Identification Number) drawing for walkways or patios within a parking space. A Building Permit from the City must be obtained annually for such structures. Other patio structures (e.g. pergola, shade structures) may also need a building permit.
- **6. NEIGHBOUR CONSULTATION** and written proof of support from affected businesses if the patio proposal will extend in front of other businesses.
- **7. FURNITURE AND APPLIANCE DETAILS**, including measurements of tables, chairs, umbrellas, fencing, partitions, signs, lighting and heating elements, and their materials. Include photos of comparable products.
- 8. OTHER AGENCY REQUIREMENTS** (if applicable).
  - Permit from Algoma Public Health.
  - License from the AGCO



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

### COUNCIL REPORT

April 11, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J Schell, CPA CA Chief Financial Officer & Treasurer  
DEPARTMENT: Corporate Services  
RE: 2023 Queenstown Board of Management (O/A The Downtown Association) Budget and 2022 Audit Report

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#### Purpose

The Queenstown Board of Management (O/A The Downtown Association) Budget for 2023 is included for the approval of Council. The Audited Financial Statements of the Queenstown Board of Management for 2022 are provided for information.

#### Background

The Downtown Association Board of Directors approved the 2023 operating budget at the March 9, 2023 Annual General Meeting. As per the Municipal Act, Section 205(2), the budget is to be submitted to the municipality who may approve it in whole or in part but may not add expenditures to it.

#### Analysis

Not applicable

#### Financial Implications

The 2023 budget estimates of the Downtown Association are not part of the City budget estimates. A special levy is added for collection purposes to the tax bills of properties within the Downtown Association's boundaries.

#### Strategic Plan / Policy Impact / Climate Impact

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

#### Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated April 11, 2023 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2022 be received and that the Downtown Association Budget for the year 2023 be approved.

2023 Queenstown BIA Budget and 2022 Audit Report

April 11, 2023

Page 2.

Respectfully submitted,

Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

**BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE  
CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Statement of Financial Activities and Accumulated Surplus  
2023 Budget, with Comparative Information for Year ended December 31, 2022

	2022 BUDGET	2022 ACTUAL	2023 BUDGET
<b>Revenue:</b>			
Assessments	\$ 200,021	\$ 200,021	\$ 218,847
Grants & Other	25,300	71,490	85,450
Events	10,250	10,851	50,200
Rental Income	250	200.00	300
Interest	550	268.00	250
<b>TOTAL REVENUE</b>	<b>\$ 236,371</b>	<b>\$ 282,830</b>	<b>\$ 355,047</b>
<b>Expenses:</b>			
Wages & Benefits	139,348	132,310	150,723 *
Consulting & Tourism Research	-	10,000	-
Rent	19,050	19,027	19,050
Assment/Written-off/Rebates	13,000	3,542	12,500
Events & Activities	32,268	58,941	151,968
On Street Costs	16,008	11,242	12,800
Professional Fees	6,100	10,319	5,100
Promotion & Marketing	5,100	428	1,000
Office	7,944	5,270	9,725
Telephone & Internet	1,940	1,937	2,000
Insurance	2,861	2,841	3,000
Meetings & Seminars	3,795	5,516	9,975
Amortization of Tangible Capital Assets	3,550	289	3,000
Loss on Disposal of Tangible Capital Assets	-	3,795	-
Miscellaneous	225	248	225
<b>TOTAL EXPENSES</b>	<b>251,189</b>	<b>265,705</b>	<b>381,066</b>
Annual (deficit) Surplus	- 14,818	17,125	- 26,019 **
Funds Pulled from Reserve			26,019
<b>Net Income</b>			<b>0.00</b>
Accumulated Surplus, Beginning of Year	133,343	133,343	150,468
Accumulated Surplus, End of Year	\$ 118,525	\$ 150,468	\$ 124,449

\* Deficit is utilizing \$14818.00 from reserves to pay for Event for which funds were dedicated but not expensed. Will be used for 2023

\*\* To control levy increase for non recurring expenses funds, surplus funds received in the amount of \$11201.00 are being used for 2023 budget

Financial Statements of

**BOARD OF MANAGEMENT OF  
QUEENSTOWN, THE SAULT STE. MARIE  
CENTRAL BUSINESS  
DISTRICT IMPROVEMENT AREA**

And Independent Auditor's Report thereon

Year ended December 31, 2022



KPMG LLP  
111 Elgin Street, Suite 200  
Sault Ste. Marie ON P6A 6L6  
Canada  
Telephone 705-949-5811  
Fax 705-949-0911

## INDEPENDENT AUDITOR'S REPORT

To the Members of Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area and Members of Council, Inhabitants and Ratepayers of The Corporation of the City of Sault Ste. Marie.

### *Opinion*

We have audited the financial statements of Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area (the "Board"), which comprise:

- the statement of financial position as at December 31, 2022
- the statement of operations and accumulated surplus for the year then ended
- the statement of changes in net financial assets for the year then ended
- the statement of cash flows for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Board as at December 31, 2022, and its results of operations, changes in net assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### *Basis for Opinion*

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our auditor's report.

We are independent of the Board in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

***Responsibilities of Management and Those Charged with Governance for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Board's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Board or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Board's financial reporting process.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



Page 3

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Board's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusion is based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Board to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



A handwritten signature in black ink that reads "KPMG LLP". The signature is written in a cursive style and is underlined with a single horizontal line.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada  
March 9, 2023

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

## Statement of Financial Position

December 31, 2022, with comparative information for 2021

	2022	2021
<b>Financial assets</b>		
Cash	\$ 131,839	\$ 82,750
Term deposit	41,788	41,528
Accounts receivable (note 2)	30,392	9,509
Total financial assets	204,019	133,787
<b>Financial liabilities</b>		
Accounts payable and accrued liabilities	18,736	11,205
Deferred revenue (note 3)	51,723	-
Total financial liabilities	70,459	11,205
	133,560	122,582
<b>Non-financial assets</b>		
Tangible capital assets (note 4)	14,949	10,571
Prepaid expenses	1,959	190
Total non-financial assets	16,908	10,761
<b>Accumulated surplus (note 8)</b>	<b>\$ 150,468</b>	<b>\$ 133,343</b>

The accompanying notes are an integral part of the financial statements.

On behalf of the Board:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

# BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS

## Statement of Operations and Accumulated Surplus

Year ended December 31, 2022, with comparative information for 2021

	Budget (note 7)	2022	2021
<b>Revenue:</b>			
Assessments	\$ 200,021	\$ 200,021	\$ 192,700
Grants and other (note 5)	25,300	71,490	68,699
Events	10,250	10,851	12,601
Rental income	250	200	365
Interest	550	268	236
<b>Total revenue</b>	<b>236,371</b>	<b>282,830</b>	<b>274,601</b>
<b>Expenses:</b>			
Wages and benefits (note 6)	139,348	132,310	157,088
Consulting and tourism projects	-	10,000	-
Rent	19,050	19,027	19,049
Assessments written-off and rebates	13,000	3,542	2,718
Events and activities (note 6)	32,268	58,941	46,546
On street costs	16,008	11,242	10,108
Professional fees	6,100	10,319	8,600
Promotion and marketing	5,100	428	924
Office	7,944	5,270	1,928
Telephone and internet	1,940	1,937	3,721
Insurance	2,861	2,841	2,753
Meetings and seminars	3,795	5,516	1,478
Amortization of tangible capital assets	3,550	289	3,997
Loss on disposal of tangible capital assets	-	3,795	2,377
Miscellaneous	225	248	317
<b>Total expenses</b>	<b>251,189</b>	<b>265,705</b>	<b>261,604</b>
<b>Annual surplus (deficit)</b>	<b>(14,818)</b>	<b>17,125</b>	<b>12,997</b>
Accumulated surplus, beginning of year	133,343	133,343	120,346
<b>Accumulated surplus, end of year</b>	<b>\$ 118,525</b>	<b>\$ 150,468</b>	<b>\$ 133,343</b>

The accompanying notes are an integral part of the financial statements.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Statement of Changes in Net Financial Assets

Year ended December 31, 2022, with comparative information for 2021

	Budget (note 7)	2022	2021
Annual surplus (deficit)	\$ (14,818)	\$ 17,125	\$ 12,997
Acquisition of tangible capital assets	-	(8,462)	(3,050)
Loss on disposal of tangible capital assets	-	3,795	2,377
Amortization of tangible capital assets	-	289	3,997
	(14,818)	12,747	16,321
Change in prepaid expenses	-	(1,769)	(14)
Change in net financial assets	(14,818)	10,978	16,307
Net financial assets, beginning of year	122,582	122,582	106,275
<b>Net financial assets, end of year</b>	<b>\$ 107,764</b>	<b>\$ 133,560</b>	<b>\$ 122,582</b>

The accompanying notes are an integral part of the financial statements.

# BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

## Statement of Cash Flows

Year ended December 31, 2022, with comparative information for 2021

	2022	2021
Cash provided by (used in):		
Operations:		
Annual surplus	\$ 17,125	\$ 12,997
Items not involving cash:		
Loss on disposal of tangible capital assets	3,795	2,377
Amortization of capital assets	289	3,997
	<hr/> 21,209	<hr/> 19,371
Changes in non-cash operating working capital:		
(Increase) decrease in accounts receivable	(20,883)	21,152
Increase in prepaid expenses	(1,769)	(14)
Increase (decrease) in deferred revenue	51,723	(12,000)
Increase in accounts payable and accrued liabilities	<hr/> 7,531	<hr/> 1,049
	<hr/> 57,811	<hr/> 29,558
Investing activities:		
Increase in term deposit	(260)	(236)
Capital activities		
Cash used to acquire tangible capital assets	(8,462)	(3,050)
Net change in cash	<hr/> 49,089	<hr/> 26,272
Cash, beginning of year	82,750	56,478
Cash, end of year	<hr/> \$ 131,839	<hr/> \$ 82,750

The accompanying notes are an integral part of the financial statements.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2022

---

The Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area (the "Board") was established on September 28, 1976, to foster and enhance commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario.

## **1. Significant accounting policies:**

The financial statements of the Board are the representation of management prepared in accordance with Canadian generally accepted accounting principles for government organizations, as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Board are as follows:

### **(a) Non-financial assets:**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

### **(b) Tangible capital assets:**

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value of the tangible capital assets is amortized on the following annual rates and methods:

Asset	Method used	Rate
Furniture and equipment	Declining-balance	20%
Computer equipment	Declining-balance	30%
Signage	Straight-line	5 years
Photocopier	Straight-line	5 years
Leasehold improvements	Straight-line	10 years

### **(c) Use of estimates:**

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2022

---

## **1. Significant accounting policies (continued):**

### **(d) Revenue recognition:**

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

Assessments are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Events and rent revenues are recognized when the services are performed, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists and fees are fixed or determinable. Amounts received for future events or services are deferred until the service is provided.

## **2. Accounts receivable:**

	2022	2021
Harmonized sales tax recoveries	\$ 9,515	\$ 9,509
Grants receivable	20,877	-
	<hr/> \$ 30,392	<hr/> \$ 9,509

## **3. Deferred revenue:**

The balances in deferred revenue consist of:

	2022	2021
Digital Main Street Program	\$ 20,723	\$ -
Future event sponsorships and grants	31,000	-
	<hr/> \$ 51,723	<hr/> \$ -

Continuity of deferred revenue is as follows:

	2022	2021
Balance, beginning of year	\$ -	\$ -
Contributions received	74,800	-
Contributions taken into revenue	(23,077)	-
Balance, end of year	<hr/> \$ 51,723	<hr/> \$ -

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2022

---

## **4. Tangible capital assets:**

Cost	December 31, 2021	Additions	Disposals	December 31, 2022
Furniture and equipment	\$ 6,365	\$ 4,666	\$ —	\$ 11,031
Photocopier	—	3,795	—	3,795
Computer equipment	12,574	—	—	12,574
Signage	15,078	—	—	15,078
Leasehold improvements	12,581	—	—	12,581
Work in process	7,590	—	(3,795)	3,795
<b>Total</b>	<b>\$ 54,188</b>	<b>\$ 8,461</b>	<b>\$ (3,795)</b>	<b>\$ 58,854</b>

Accumulated Amortization	December 31, 2021	Disposals	Amortization expense	December 31, 2022
Furniture and equipment	\$ 4,956	\$ —	748	\$ 5,704
Photocopier	—	—	63	63
Computer equipment	9,584	—	895	10,479
Signage	16,496	(1,418)	—	15,078
Leasehold improvements	12,581	—	—	12,581
<b>Total</b>	<b>\$ 43,617</b>	<b>\$ (1,418)</b>	<b>\$ 1,706</b>	<b>\$ 43,905</b>
<b>Net book value</b>				<b>\$ 14,949</b>

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2022

---

## **5. Grants and other:**

	2022	2021
Municipal grant	\$ 8,987	\$ 22,300
Wage subsidies	24,751	44,394
Digital Main Street program	23,077	—
Events and other	14,675	2,005
	<hr/> \$ 71,490	<hr/> \$ 68,699

## **6. Wages and benefits:**

Wages and benefits for the Board include permanent and temporary employees. Operational related salaries have been reported separately with temporary employees related to specific events included in events and activities expenses as follows:

	2022	2021
Regular wages and benefits	\$ 118,641	\$ 106,121
Subsidized wages and benefits	13,669	50,967
	<hr/> 132,310	<hr/> 157,088
Events and activities	21,594	—
	<hr/> \$ 153,904	<hr/> \$ 157,088

## **7. Budget figures:**

The operating budget approved by the Board for 2022 was prepared for the purpose of establishing the estimated revenues and expenses for fiscal 2022.

The budget figures presented in the Statement of Operations and Accumulated Surplus and the Statement of Changes in Net Financial Assets are presented as required with Public Sector Accounting Standards.

# **BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA**

Notes to Financial Statements

Year ended December 31, 2022

---

## **8. Accumulated surplus:**

Accumulated surplus is comprised of:

	2022	2021
Invested in tangible capital assets	\$ 11,226	\$ 10,571
Operating fund surplus	139,242	122,772
	<hr/> \$ 150,468	<hr/> \$ 133,343

## **9. Segmented reporting:**

The Chartered Professional Accountants of Canada Public Sector Accounting Handbook Section PS2700 – Segmented Disclosures establishes standards on defining and disclosing segments in a government's financial statements. Government organizations that apply these standards are encouraged to provide the disclosures established by this section when their operations are diverse enough to warrant such disclosures. The Board has only one identifiable segment, considered to be fostering and enhancing commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario as presented in these financial statements.

## **10. Commitments:**

The Board is committed to minimum monthly office lease payments of \$1,763 through January 31, 2024.

The Board has entered into a financing agreement for a photocopier purchase with minimum monthly payments of \$72 for a term ending on November 30, 2027. The liability has been recorded in accounts payable and accrued liabilities.

## **11. Financial risks and concentration of credit risk:**

### **(a) Liquidity risk:**

Liquidity risk is the risk that the Board will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Board manages its liquidity risk by monitoring its operating requirements. There has been no change to the risk exposures from 2021.

### **(b) Credit risk:**

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Board is exposed to credit risk with respect to the accounts receivable. The Board assesses, on a continuous basis, accounts receivable and provides for any amounts that are collectible in the allowance for doubtful accounts.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-53**

**TEMPORARY STREET CLOSING:** A by-law to permit the temporary closing of Blake Avenue between McNabb Street and Wawanosh Avenue from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Blake Avenue.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF BLAKE AVENUE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Blake Avenue between McNabb Street and Wawanosh Avenue from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Blake Avenue.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-30

**SUBDIVISION CONTROL:** A by-law to deem not registered for purposes of subdivision control certain lots in the **O'Brien Subdivision and Stonehouse Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **O'Brien Subdivision** was registered in the Land Titles Division on **October 27, 1916 as Plan RY26515**; and

WHEREAS a plan of the **Stonehouse Subdivision** was registered in the Land Titles Division on **September 18, 1887 as Plan RY958**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **O'Brien Subdivision and part of the Stonehouse Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF O'BRIEN SUBDIVISION AND STONEHOUSE SUBDIVISION  
DEEMED NOT REGISTERED**

LT C, 14-15 PL 958 ST. MARY'S; W1/2 LT 16 PL 958 ST. MARY'S; SAULT STE. MARIE [PIN 31541-0238 (LT)]; PT LT 34-37, A PL 958 ST. MARY'S AS IN T406904 (THIRDLY TO SEVENTHLY DESCRIBED); SAULT STE. MARIE [PIN 31541-0241 (LT)]; LT 8, 7 PL 26515 ST. MARY'S; PT LT 6 PL 26515 ST. MARY'S; PT LANE PL 26515 ST. MARY'S CLOSED BY T162866; PT LT 25 CON 1 ST. MARY'S AS IN T406904 (FIRSTLY & SECONDLY DESCRIBED); S/T EASEMENT IN GROSS AS IN AL12038; SAULT STE. MARIE [PIN 31541-0243 (LT)]; LT B, 17 PL 958 ST. MARY'S; PT LT 16, 18, 33 PL 958 ST. MARY'S; PT LT 25 CON 1 ST. MARY'S; PT ST. THOMAS ST PL 958 ST. MARY'S CLOSED BY T451294; PT 1 - 3 & 5 1R10831; S/T T452225E; SAULT STE. MARIE [31541-0299 (LT)], registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision

pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

**PASSED** in open Council this 11<sup>th</sup> day of April, 2023.

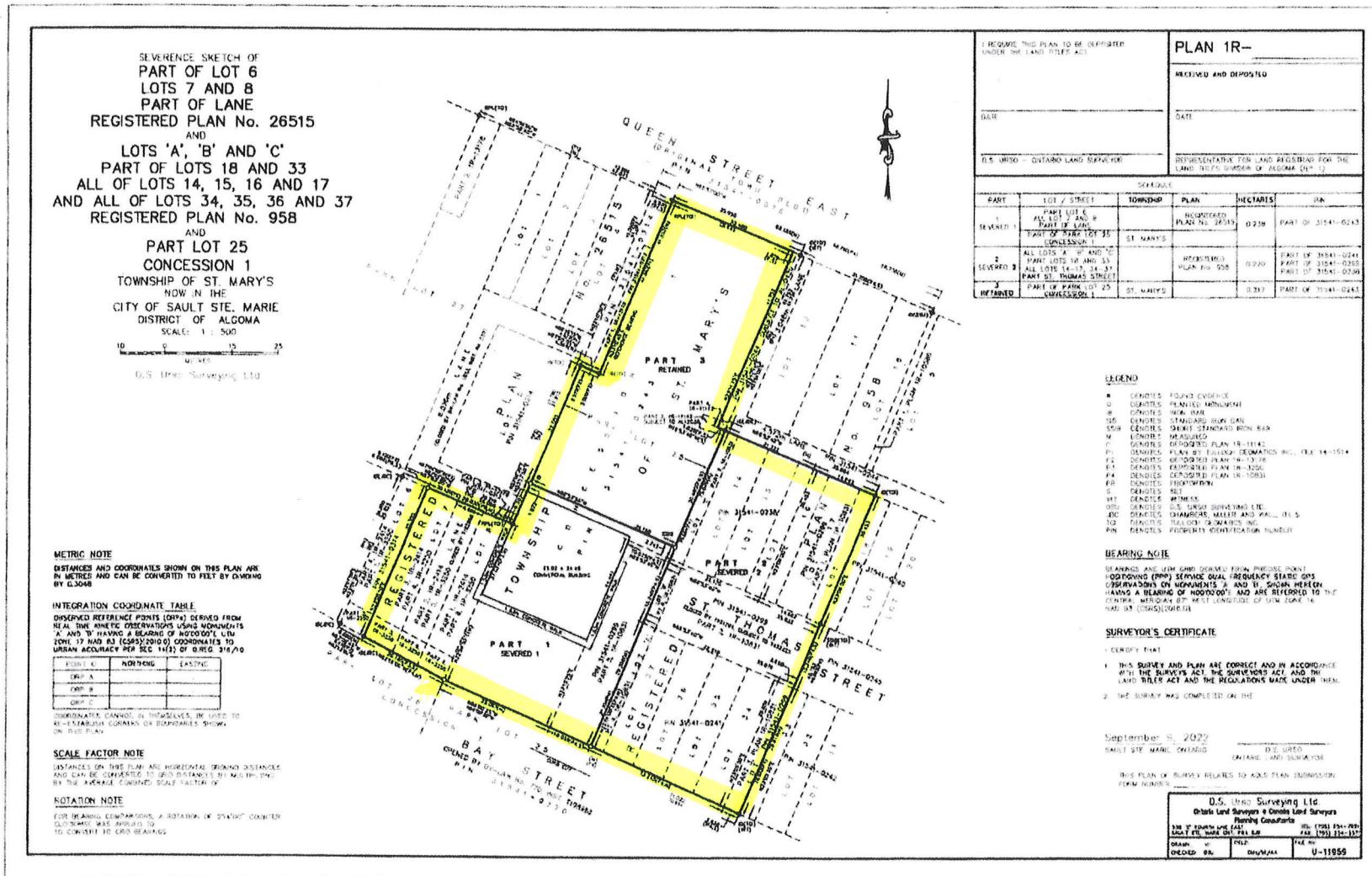
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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

This drawing is for information purposes only. It does not form part of the By-law.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-46**

**REGULATIONS:** A by-law to amend Noise Control By-law 80-200 to allow for an exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 8, 2023 to 7:00 a.m. on June 9, 2023.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

**1. EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Korah Relay for Life fundraiser at Korah Collegiate and Vocational School from 7:00 p.m. on June 8, 2023 to 7:00 a.m. on June 9, 2023 is deemed not to be in violation of By-law 80-200.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> of April, 2023.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-48**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Ltd. for the GFL Memorial Gardens Stair Improvements.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 23, 2023 between the City and S&T Electrical Contractors Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for the GFL Memorial Gardens Stair Improvements.

**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 11<sup>th</sup> day of April, 2023.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

CCDC 2

stipulated price contract

2 0 0 8

GFL Memorial Gardens Southeast and Southwest Stair Improvements.  
269 Queen Street East, Sault Ste. Marie, Ontario  
for the Corporation of the City of Sault Ste Marie.

This agreement is protected by  
copyright and is intended by the  
parties to be an unaltered version of  
CCDC 2 – 2020 except to the extent  
that any alterations, additions or  
modifications are set forth in  
supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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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 23rd day of February in the year 2023.

by and between the parties

The Corporation of the City of Sault Ste. Marie

---

hereinafter called the "*Owner*"

and

S&T Electrical Contractors 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  
GFL Memorial Gardens Southeast and Southwest Stair Improvements

---

*insert above the name of the Work*

located at

269 Queen Street East, Sault Ste. Marie, Ontario

---

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

IDEA Inc. - Integrated Design Engineers and Architects

---

*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 23rd day of February in the year 2023 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 25th day of May in the year 2023.

**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
- \*
- 1 Volume 1 - Drawings: Architectural and Structural Drawings, (5 pages) refer to Specification Section 00 01 15, List of Contract Drawings.
  - 2 Volume 2 Specifications: Divisions 00 - 16 , (203 pages) refer to Specification Section 00 01 11, Table of Contents
  - 3 Addenda 01. (5 pages)
  - 4 Contractors Tender: as submitted by S&T Electrical Contractors Ltd. dated February 7th 2023, (7 pages.)
  - 5 Letter of Intent: as issued by IDEA Inc., dated February 23rd 2023, (2 pages)

\* (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:

Two hundred and Ninety-Three thousand One hundred and Forty-Three dollars /100 dollars \$ 293,143.00

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

Thirty Five thousand Five hundred and Eight-----59  
-----/100 dollars \$ 35,508.59

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

Two hundred and Twenty-Eight thousand, Six hundred and Fifty-One dollars  
-----59 /100 dollars \$ 328,651.59

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\**

Civic Centre, 99 Foster Drive, Level 2, Sault Ste. Marie, ON P6A 5X6

---

*address*

705 759 6605

---

*facsimile number*

t.vair@cityssm.on.ca

---

*email address*

### Contractor

S&T Electrical Contractors Ltd.

---

*name of Contractor\**

158 Sackville Road, Sault Ste. Marie, Ontario, P6B 4T6

---

*address*

705 942-0614

---

*facsimile number*

dtatasciore@stgroup.ca

---

*email address*

### Consultant

IDEA Inc.

---

*name of Consultant\**

421 Bay Street, Suite 507, Sault Ste. Marie, Ontario P6A 1X3

---

*address*

na

---

*facsimile number*

koliver@integrateddesign.ca

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*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* Mayor Matthew Shoemaker

*signature*

*signature*

*name of person signing*

*name and title of person signing* Rachel Tyczinski, City Clerk

### WITNESS

### CONTRACTOR

S&T Electrical Contractors Ltd.

*name of Contractor*

*Dennis C. Tyczinski*

*DENNIS TYZCINSKI CEO*

*name and title of person signing*

*signature*

*MARTIN GIRARDI - MANAGER OF  
ESTIMATING*

*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 hypotheces that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

#### **GC 5.9 NON-CONFORMING WORK**

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### **GC 6.5 DELAYS**

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
  - .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work,*
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*, whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### **GC 8.3 RETENTION OF RIGHTS**

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner*'s own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor*'s own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

## **GC 9.5 MOULD**

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.3 PATENT FEES**

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

### **GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
  - .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
  - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
  - .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
    - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
    - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
  - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

75 Albert Street  
Suite 400  
Ottawa, Ont. K1P 5E7

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info@ccdc.org

## CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

### 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

TITLE

**Addenda 01**

DATE

**30 January 2023**

PART 1 - GENERAL

- .1 Insert this Addendum in Section 00 90 00 of the Specifications
- .2 This Addendum has been issued prior to tender closing to provide revisions/clarifications to the Contract Documents. Such revisions shall become part of the Contract Documents and shall change the original contract documents only in the manner and extent stated.
- .3 Should the instructions provided herein conflict with the requirements included in the previously issued contract documents or Addendum, these instructions shall supersede.
- .4 No consideration will be allowed for extras due to the tenderer or any sub-contractor, supplier or the like, not being familiar with this Addendum.
- .5 Bidders shall acknowledge receipt of this Addendum in the space provided in the Tender Form.

PART 2 – CONTRACT DOCUMENTS

2.1 Volume 1 Drawings, Civil, Architectural and Structural

- .1 None

2.2 Volume 2 Specifications Divisions 00-16

- .1 Replace both (two door hardware sections are currently included in the specification) current specification sections 08 71 10 – Hardware Schedule with the new **08 71 10-r1 – Hardware Schedule** as appended to this addendum.

PART 3 – QUERIES and RESPONSES

3.1 Questions

- .1 Question: Will a copy of the site attendance list be made available.  
.1 Answer: see list appended to this addendum.

PART 4 - ATTACHMENTS

<u>Reference Number</u>	<u>Name/Description</u>	<u>Size</u>	<u>Pages</u>
1	08 71 10-r1 – Hardware Schedule	8.5x11	3
2	22033 - Site Visit Attendance List	8.5x14	1

END OF SECTION

GFL Memorial Gardens  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 08 71 10-r1  
HARDWARE SCHEDULE  
Page 1 of 3

**FINISH HARDWARE SCHEDULE**

Control#: 1122

Project#: GFL

Project: GFL MEMORIAL GARDENS STAIR IMPROVMENTS

Date Printed: 01/30/2023

**HEADING 01 (SET )**

- 1 SGL DOOR(S) 1 EXTERIOR from SOUTHEAST STAIRWELL  
3'7" x 7'5" x 1-3/4" x HMD x HMF x NON-RTD

Hand Act InAct  
LHR 90

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 96"	630	GAL
1	EA	PANIC HARDWARE	98NL-OP 4'	626	VON
1	EA	RIM CYLINDER	20-021 X 1348 RESTRICTED KEYWAY KEYED TO CITY MK SYSTEM	626	SCH
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**HEADING 02 (SET )**

- 1 SGL DOOR(S) 2 EXTERIOR from SOUTHEAST STAIRWELL  
1 SGL DOOR(S) 3 EXTERIOR from SOUTHEAST STAIRWELL  
3'7" x 7'5" x 1-3/4" x HMD x HMF x NON-RTD

Hand Act InAct  
LHR 90  
LHR 90

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 96"	630	GAL
1	EA	PANIC HARDWARE	98EO 4'	626	VON
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**HEADING 03 (SET )**

- 1 SGL DOOR(S) 4 EXTERIOR from SOUTHEAST STAIRWELL  
3'7" x 9'0" x 1-3/4" x HMD x HMF x NON-RTD

Hand Act InAct  
RHR 90

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 120"	630	GAL
1	EA	PANIC HARDWARE	98NL-OP 4'	626	VON
1	EA	RIM CYLINDER	20-021 X 1348 RESTRICTED KEYWAY KEYED TO CITY MK SYSTEM	626	SCH
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN

GFL Memorial Gardens  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 08 71 10-r1  
HARDWARE SCHEDULE  
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**FINISH HARDWARE SCHEDULE**

Control#: 1122

Project#: GFL

Project: GFL MEMORIAL GARDENS STAIR IMPROVMENTS

Date Printed: 01/30/2023

1	EA	OVERHEAD STOP	105S	630	GLY
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**HEADING 04 (SET )**

1	SGL DOOR(S) 5 EXTERIOR from SOUTHEAST STAIRWELL
1	SGL DOOR(S) 6 EXTERIOR from SOUTHEAST STAIRWELL
	3'7" x 9'0" x 1-3/4" x HMD x HMF x NON-RTD

Hand	Act	InAct
RHR	90	
RHR	90	

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 120"	630	GAL
1	EA	PANIC HARDWARE	98EO 4'	626	VON
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**HEADING 05 (SET )**

1	SGL DOOR(S) 7 EXTERIOR from SOUTHWEST STAIRWELL
	3'7" x 8'1" x 1-3/4" x HMD x HMF x NON-RTD

Hand	Act	InAct
LHR	90	

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 120"	630	GAL
1	EA	PANIC HARDWARE	98NL-OP 4'	626	VON
1	EA	RIM CYLINDER	20-021 X 1348 RESTRICTED KEYWAY KEYED TO CITY MK SYSTEM	626	SCH
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**HEADING 06 (SET )**

1	SGL DOOR(S) 8 EXTERIOR from SOUTHWEST STAIRWELL
1	SGL DOOR(S) 9 EXTERIOR from SOUTHWEST STAIRWELL
	3'7" x 8'1" x 1-3/4" x HMD x HMF x NON-RTD

Hand	Act	InAct
LHR	90	
LHR	90	

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
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GFL Memorial Gardens  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 08 71 10-r1  
HARDWARE SCHEDULE  
Page 1 of 3

**FINISH HARDWARE SCHEDULE**

Control#: 1122

Project#: GFL

Project: GFL MEMORIAL GARDENS STAIR IMPROVMENTS

Date Printed: 01/30/2023

1	EA	CONTINUOUS HINGE	CH-951 X 120"	630	GAL
1	EA	PANIC HARDWARE	98EO 4'	626	VON
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**HEADING 07 (SET)**

- 1 SGL DOOR(S) 10 EXTERIOR from SOUTHWEST STAIRWELL  
3'7" x 8'7" x 1-3/4" x HMD x HMF x NON-RTD

Hand Act InAct  
RHR 90

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 120"	630	GAL
1	EA	PANIC HARDWARE	98NL-OP 4'	626	VON
1	EA	RIM CYLINDER	20-021 X 1348 RESTRICTED KEYWAY KEYED TO CITY MK SYSTEM	626	SCH
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**HEADING 08 (SET)**

- 1 SGL DOOR(S) 11 EXTERIOR from SOUTHWEST STAIRWELL  
1 SGL DOOR(S) 12 EXTERIOR from SOUTHWEST STAIRWELL  
3'7" x 8'7" x 1-3/4" x HMD x HMF x NON-RTD

Hand Act InAct  
RHR 90  
RHR 90

Each To Have:

Qty	U/M	Description	Catalog Number	Fin	Mfr
1	EA	CONTINUOUS HINGE	CH-951 X 120"	630	GAL
1	EA	PANIC HARDWARE	98EO 4'	626	VON
1	EA	DOOR PULL	166 X 20" CTC	32D	GAL
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	OVERHEAD STOP	105S	630	GLY

**END OF SCHEDULE**

## GFL Memorial Gardens SouthEast/SouthWest Stair Improvements

22033

## Site Visit Attendance Sheet - FILL OUT ALL FIELDS

IDEA Inc.

Date: Wednesday, January 25 2023		Time: 14:00 (2:00 pm)			
Name	Company	Phone	Check One		EMAIL
			Gen.	Sub.	
Bryan Slingsby	RF Contracting	705 921-1110			bryan.slingsby@rfcontracting.com
Sandy Smith	SFI Group	705 942 3043			ssmith@sfigroup.ca
SHANE CORBETT	STEEL SPEED	705 256-0129			scorbette@steelspeed.com
Brian Jobst	Jobst	971-5653			brian@jobtbrothers.com
Peter Moutsatsos	Nu-Style Construction	561-6143			peter.moutsatsos@nu-style.ca
Pat Badgacow	Lignum Builders LTD	705-583-2338			estimating@lignumbuilders.ca
Hayden Rollin	Steel Speed	705 206 5957			hrollin@steel-speed.com

**GFL Memorial Gardens**  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 00 41 13  
TENDER FORM  
Page 1 of 2

**SUBMITTED BY**

Contractor Name: S&T Electrical Contractors Ltd.

Address : 158 Sackville Road  
Sault Ste. Marie, ON P6B 4T6

Telephone Number: 705 942 3043

Primary E-Mail: dtafasciore@stgroup.ca

**OFFER**

The undersigned, represents that he has had sufficient opportunity to examine and has carefully examined the Contract Documents, including all addenda, the General Conditions of the Contract, as amended by the Supplementary General Conditions, having become thoroughly familiar with local conditions affecting the performance and costs of the work, and having inspected the site, hereby offer to furnish all the materials, plant and labour necessary for the proper completion of the all Work, including any, applicable taxes, agree to enter into a contract with the Owner, for the sum of:

Contract Documents including Addenda(s) No. 0 through 1 inclusive as prepared by the Consultant for the Stipulated sum of:

Two Hundred Ninety Three Thousand  
One hundred forty three Dollars-\$ 293,143.00  
(Base bid in Canadian Dollars without harmonized Sales Tax (HST))

**GFL Memorial Gardens**  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 00 41 13  
**TENDER FORM**  
Page 2 of 2

Harmonized Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the base tender amount. The amount of the Harmonized Sales Tax is:

Thirty Five Thousand Five hundred eight dollars ---- 59/100  
(\$ 35,508.59 . )

Completion Date

I/We have reviewed the scope of this project with all of our sub-trades and suppliers and agree to complete the Work of the Contract in accordance with the requirements of the Contract Documents on or before the dates indicated below:

Substantial Performance 13 Weeks Number of Weeks from tender award  
Total Performance 15 Weeks Number of Weeks from tender award

Signatures:

Michael Tatasciore - VP of Construction/Electrical/Estimator

Name and title of person signing

Signature: 

Witness: Randy Smith

(must be present if Corporate Seal is not affixed to Form of Tender)

Date: February 7, 2023

Contractor's Corporate Seal:

END OF TENDER FORM

**GFL Memorial Gardens**  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 00 41 13a  
**TENDER FORM APPENDIX A**  
**LIST OF SUB-TRADES**  
Page 1 of 1

Submitted By: (Contractors Name)

**S&T Electrical Contractors Ltd.**

Subcontractors and Major Suppliers

The UNDERSIGNED lists herein the individual Subcontractor and Major Supplier for the trades listed below and who he/she proposes to employ on the project, and upon whose sub-trade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work without the express written consent of the Owner.

Listed sub-contractors shall be actually engaged in the line of work required listed and shall be able to refer to work of similar nature completed by them.

Provide only **ONE** name per section

This Appendix forms part of the contract and failure on part of the contractor to **COMPLETE EACH SECTION FULLY** may result in the contractors bid being **REJECTED**.

Trade/Division/Product	Subcontractor/Supplier
Concrete	N/A
Metal Fabrications	RF Contracting Inc.
Hollow Metal	Hollow Metal and Architectural Hardware Ltd.

End of Section

GFL Memorial Gardens  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 00 41 13c  
TENDER FORM APPENDIX C  
UNSOLICITED ALTERNATE PRICES  
Page 1 of 2

Submitted By: (Contractors Name)

S&T Electrical Contractors Ltd.

- 1.0 UNSOLICITED ALTERNATE PRICES .1 Contractors may provide Unsolicited Alternate Prices as per Section 00 21 13, Instructions to Bidders. All prices provided shall be provided exclusive of Harmonized Sales Tax.
- .2 Provide a reference to the specified materials, means or methods and a complete, detailed description of the proposed alternate materials, means of method with all supporting documentation for review and consideration
- 1.1 UNSOLICITED ALTERNATE PRICE .1 Specified Materials
- Number 1 .2 Proposed Alternate
- Title. \_\_\_\_\_
- Brief Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Supporting Documentation No. of Pages \_\_\_\_\_
- Deduct from Tender Price (\$ ) \_\_\_\_\_
- 1.2 UNSOLICITED ALTERNATE PRICE .1 Specified Materials
- Number 2 .2 Proposed Alternate
- Title. \_\_\_\_\_
- Brief Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Supporting Documentation No. of Pages \_\_\_\_\_
- Deduct from Tender Price (\$ ) \_\_\_\_\_
- 1.3 UNSOLICITED ALTERNATE PRICE .1 Specified Materials
- Number 3 .2 Proposed Alternate

**GFL Memorial Gardens**  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario

Section 00 41 13c  
TENDER FORM APPENDIX C  
UNSOLICITADED ALTERNATE PRICES  
Page 2 of 2

Title. \_\_\_\_\_

Brief Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting Documentation No. of Pages \_\_\_\_\_

Deduct from Tender Price (\$ . )

1.4 UNSOLICITED ALTERNATE PRICE .1

Specified Materials

Number 4

.2

Proposed Alternate

Title. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting Documentation No. of Pages \_\_\_\_\_

Deduct from Tender Price (\$ . )

END OF SECTION

## Bid Bond

Standard Construction Document  
CCDC 220 - 2002

Bond No. 5783799-23-03

Bond Amount: 10% of Tender Amount

**S. & T. Electrical Contractors Limited, 158 Sackville Road, Sault Ste. Marie, ON P6B 4T6** as Principal, hereinafter called the Principal, and **Intact Insurance Company, 1200 St. Laurent Boulevard, Unit 004a, Ottawa, ON K1K 3B8**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, 4<sup>th</sup> floor Civic Centre, Sault Ste. Marie, ON P6A 5X6** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Amount ..00/100 Dollars (10% of Tender Amount)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the 7th day of February, 2023, for **GFL Memorial Gardens Southeast and Southwest Stair Improvements, 269 Queen Street East, Sault Ste. Marie, ON**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Sixty (60) days** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

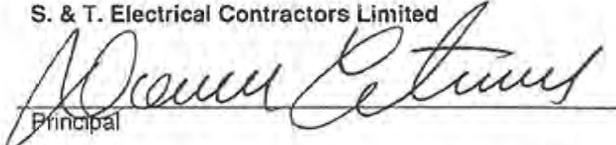
It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 27th day of January, 2023.

SIGNED AND SEALED in the presence of:

S. & T. Electrical Contractors Limited



Principal

Intact Insurance Company



Surety  
Steven Mitchell  
Attorney-in-Fact



## Agreement to Bond

(Surety's Consent)

Bond No. 5783799-23-03

Obligee: The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, 4<sup>th</sup> Floor Civic Centre, Sault Ste. Marie, ON P6A 5X6

Contractor (Principal): S. & T. Electrical Contractors Limited, 158 Sackville Road, Sault Ste. Marie, ON P6B 4T6

Project: GFL Memorial Gardens Southeast and Southwest Stair Improvements, 269 Queen Street East, Sault Ste. Marie, ON.

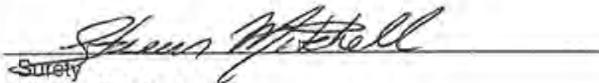
We, Intact Insurance Company, 1200 St. Laurent Boulevard, Unit 004a, Ottawa, ON K1K3B8, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, agree to issue the following Bonds for the Principal if the Principal's tender is accepted by the Obligee within Sixty (60) days from the closing date of the tender and if the Principal shall have entered into a written contract with the Obligee.

1. Performance Bond for 100% of the tender price.
2. Labour and Material Payment Bond for 50% of the tender price.

This Agreement to Bond shall be null and void after Sixty (60) days from the tender date.

Signed and Sealed this 27th day of January, 2023.

Intact Insurance Company

  
\_\_\_\_\_  
Surety  
Steven Mitchell  
Attorney-in-Fact

February 23, 2023

EPOH Project No. 22033

S&T Electrical Contractors Ltd.  
158 Sackville Road  
Sault Ste. Marie, Ontario  
P6B 4T6

**Attention:** Dennis Tatasciore  
**Via Email:** dtatasciore@stgroup.ca

**RE:** GFL Memorial Gardens  
Southeast and Southwest Stair Improvements  
269 Queen Street East  
Sault Ste. Marie, Ontario  
for the  
Corporation of the City of Sault Ste. Marie

**Letter of Intent**

Dear Sir:

We thank you for your tender submission on the above-noted project. After having reviewed the submissions, we are pleased to announce that your tender was reviewed and has been approved by the Corporation of the City of Sault Ste. Marie, Ontario.

Your original bid submission	\$ 293,143.00
HST	\$ 35,508.59
<b>Total Contract Value</b>	<b>\$ 328,651.59</b>

**This is your authorization to proceed with the project immediately.**

This "Letter of Intent" formally initiates the Contract in accordance with the requirements of the Contract Documents. The official contracts are being prepared and will be circulated shortly for signature.

Please obtain and provide to our office the required documentation for the project including, but not limited to, the following:

- Workers' Compensation Clearance Certificate (WSIB)
- Bonding Certificates – Performance Bond and Labour & Materials Bonds
- Insurance Certificates – listing the Owners and their Consultants as additional insured
- Copy of Notice of Project to the Ontario Ministry of Labour
- Construction Schedule
- Detailed Schedule of Values, to be reviewed and used for progress payment purposes

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Sault Ste. Marie  
705 949-5291  
421 Bay St, Suite 507  
Sault Ste. Marie, ON, P6A 1K3

info@integrateddesign.ca  
www.integrateddesign.ca

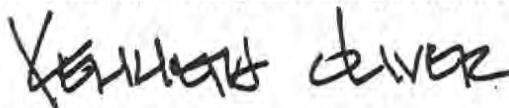
Ottawa  
613.695.3764  
595 Byron Ave  
Ottawa, ON, K2A 4C4

As per your Tender, you have stated the Contract will be Substantially Completed **13 weeks** from Contract Award; therefore, substantial completion date for the contract will be on or before the calendar date of; **May 25<sup>th</sup>, 2033**.

Should have any questions, please do not hesitate to contact our office.

Yours truly,

IDEA inc. Integrated Design Engineers + Architects



Kenneth Oliver, A.Sc.T., Technologist OAAAS.  
Principal Emeritus IDEA Inc.

cc:	Name	Organization	via
	Brent Lamming.	City-SSM	<a href="mailto:b.lamming@cityssm.on.ca">b.lamming@cityssm.on.ca</a>
	Karen Marlow,	City-SSM	<a href="mailto:k.marlow@cityssm.on.ca">k.marlow@cityssm.on.ca</a>
	Jason Mihailiuk	City SSM	<a href="mailto:j.mihailiuk@cityssm.on.ca">j.mihailiuk@cityssm.on.ca</a>
	Kristine Thomas	City SSM	<a href="mailto:k.thomas@cityssm.on.ca">k.thomas@cityssm.on.ca</a>

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

**BY-LAW NO. 2023-49**

**PARKING:** A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 90-305 REPEALED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**Schedule "A"****EMPLOYER****PROPERTY LOCATION****BADGE SPECIAL CONSTABLE****SCHEDULE "A"**

26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E.& APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR,DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVESON,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
267	CORBIERE,JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
366	TROIOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
411	MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
443	MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463	MORIN,ALEX	CORPS. OF COMM.	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP BELLUVUE MARINA & PARK BONDAR MARINE & PARKS/STRATHCLAIR DOG PARK&SPORTS
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	COMPLEX/QE SPORTS COMPLEX/JOHN RHODES COMMUNITY CENTRE/ NORTHERN COMMUNITY
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
565	LISCUMB,GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIU,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE S
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL IN RJ'S MARKET	
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE S
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 3RD AVENUE/5TH AVENUE WALK CONDOS

671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
717	GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/ ST. BERNARDS 1139 QUEEN ST E / 303 MACDONALD AVE / 405 QUEEN ST E
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAIIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
750	NEVEAU, ERIC	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
751	BRETON, JULIEN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PARDY, NATHAN	KC SECURITY	PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pim St, 331 Korah Rd & 149A Trunk Rd/275
765	LAPRADE, DANIEL	KC SECURITY	PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pim St, 331 Korah Rd & 149A Trunk Rd/275
766	PALARO, DONALD	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK & BELLEVUE MARINA
768	TULLOCH, BRANDON	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
769	WEST, NADINE	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
771	JANKAR, PAVAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
774	GILL, HARPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
775	KUMAR, ANKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT

780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKAELA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUEEN ST E, 70 FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
793	DEEVY, CODY-LEE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
794	CHIASSON, VIOLOA	WILLIAMS McDANIEL	GARDEN COURTS APARTMENTS - 721/731 PINE ST, 62/76 ALLARD ST
795	PLAUNT, DOUGLAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
796	SINGH, RAMANDEEP	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
797	PETERS, JOHNATHAN	HOLIDAY INN EXPRESS	320 BAY STREET
798	ROBINSON, GRANT	HOLIDAY INN EXPRESS	321 BAY STREET
799	VINE, GLEN	HOLIDAY INN EXPRESS	322 BAY STREET
800	GRECO, GIUSEPPE	QUEENSTOWN IDA	302 QUEEN ST E (PROPERTY ON KING ST), 30 KING ST
801	FOUCHER, JORDAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
802	ROBERT, LEONARD	NORTHEAST SECURITY	773 GREAT NORTHERN RD (GROUP HEALTH CENTRE)
803	MCMILLAN, TAYLOR	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
804	STOROZUK, JAMES	SKYLINE LIVING	621,627,631 MACDONALD AVENUE
805	MCLURG, SCOTT	SKYLINE LIVING	621, 627, 631 MACDONALD AVENUE
806	LEMIRE, MICHEL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
807	PIHELGAS, JARI	CITY OF SAULT STE MARIE	STRATHCLAIR, DOG PARK, JOHN RHODES, NORTHERN COMMUNITY CENTRE
808	JOHAL, SUKHSIMRATPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
809	AYUSH, AYUSH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
810	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
811	BOUCHARD, EMILY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
812	KAUR, PARMINDERJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
813	KAUR, SIMRANJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
814	NATT, THAKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
815	WAGNER, MATTHEW	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
816	DHANEKAR, PUSHKAR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
817	SEABROOK, CARRIE	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
818	THOROGOOD, WILLIAM	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
819	BOND, JACELYN	STATION MALL	STATION MALL 293 BAY ST
820	ADAMS, MERRICK	STATION MALL	STATION MALL 293 BAY ST
821	SWINN, MITCHELL	STATION MALL	STATION MALL 293 BAY ST
822	BIRCH, KYLE	STATION MALL	STATION MALL 293 BAY ST
823	DESGAGNES, ALYSSA	STATION MALL	STATION MALL 293 BAY ST
824	RIGGINS, DAKOTA	STATION MALL	STATION MALL 293 BAY ST
825	TURCO, DEVON	STATION MALL	STATION MALL 293 BAY ST
826	STONEMAN, ROBERT	OFRA	721/723/725/727 NORTH STREET
827	HUNTER, JASON	OFRA	721/723/725/727 NORTH STREET
828	PIGEAU, MARNEY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
829	VERMA, TARUN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
830	TRUDEL, SAMUEL	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
831	KAUR, HARNOOR	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
832	RAINVILLE, KEELY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
833	SEHGAL, RAJU	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP(
834	PARNEET KAUR	NORTHEAST SECURITY	SAULT COLLEGE
835	AAKANKSHA, AAKANKSHA	NORTHEAST SECURITY	SAULT COLLEGE
836	GREENWOOD, AUDREY	GREENWOODS LOCKSMITH	41 ALBERT ST W

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-50**

**ENGINEERING:** A by-law to authorize the execution of the Contract between the City and EllisDon Industrial Inc. for the reconstruction of Biggings Avenue between Queen Street East and Wellington Street East (Contract 2023-1E).

**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 April 11, 2023 between the City and EllisDon Industrial Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Biggings Avenue between Queen Street East and Wellington Street East (Contract 2023-1E).

**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 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
RECONSTRUCTION OF BIGGINGS AVENUE  
Contract No 2023-1E**

**FORM OF AGREEMENT**

This Agreement, made (in triplicate) this 11<sup>th</sup> day of April in the year 2023, by and between EllisDon Industrial Inc., hereinafter called the "**Contractor**",

AND

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

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

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

**RECONSTRUCTION OF BIGGINGS AVENUE  
Contract No 2023-1E**

which have been signed in triplicate by both parties and which were prepared by **AECOM Canada Ltd.**, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. 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 Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units 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, or as otherwise stipulated in the Form of Tender.
6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought

against them, their 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. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator 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 Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

**Owner:** The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6

**The Contractor:** **EllisDon Industrial Inc.**  
**132B Industrial Court A**  
**Sault Ste. Marie, Ontario P6B 5W6**

**The Contract Administrator:** AECOM Canada Ltd.  
523 Wellington Street East  
Sault Ste. Marie, Ontario P6A 2M4

**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**

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MAYOR – Matthew Shoemaker

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MUNICIPAL CLERK – Rachel Tyczinski

**THE CONTRACTOR (EllisDon Industrial Inc.)**

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SIGNATURE

NAME: \_\_\_\_\_

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-51**

**TEMPORARY STREET CLOSING:** A by-law to permit the temporary closing of Biggins Avenue between Queen Street East and Wellington Street East including intersections from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Biggins Avenue.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

**1. TEMPORARY STREET CLOSING OF BIGGINS AVENUE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to bicycle and vehicular traffic of Biggins Avenue between Queen Street East and Wellington Street East including intersections from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Biggins Avenue.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-52**

**ENGINEERING:** A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Blake Avenue between McNabb Street and Wawanosh Avenue. (Contract 2023-4E).

**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 April 11, 2023 between the City and Trimount Construction Group Inc. a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Blake Avenue between McNabb Street and Wawanosh Avenue (Contract 2023-4E).

**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 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BLAKE AVENUE RECONSTRUCTION  
Contract No 2023-4E**

**FORM OF AGREEMENT**

This Agreement, made (in triplicate) this 11th day of April in the year 2023, by and between Trimount Construction Group Inc., hereinafter called the "**Contractor**", AND

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

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

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

**Blake Avenue Reconstruction  
Contract No. 2023-4E**

which have been signed in triplicate by both parties and which were prepared by Kresin Engineering Corporation, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.

3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. 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 Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units 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, or as stipulated in the Form of Tender.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their 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. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement herein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator 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 Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

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

**The Contractor:** Trimount Construction Group Inc.  
510 Second Line East  
Sault Ste. Marie, ON P6B 4K1

**The Contract Administrator:** Kresin Engineering Corporation  
536 Fourth Line East  
Sault Ste. Marie, ON P6A 6J8

**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 – MATTHEW SHOEMAKER

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MUNICIPAL CLERK – RACHEL TYCZINSKI

**TRIMOUNT CONSTRUCTION GROUP INC. (COMPANY NAME)**

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SIGNATURE

NAME: \_\_\_\_\_

I have authority to bind the corporation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-53**

**TEMPORARY STREET CLOSING:** A by-law to permit the temporary closing of Blake Avenue between McNabb Street and Wawanosh Avenue from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Blake Avenue.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

**1. TEMPORARY STREET CLOSING OF BLAKE AVENUE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Blake Avenue between McNabb Street and Wawanosh Avenue from May 1, 2023 to November 30, 2023 to facilitate the reconstruction of Blake Avenue.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-54**

**ENGINEERING:** A by-law to authorize the execution of the Contract between the City and Steel Speed Civil Inc. for the 2023 Central Creek Aqueduct Repairs (Contract 2023-6E).

**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 April 11, 2023 between the City and Steel Speed Civil Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the 2023 Central Creek Aqueduct Repairs (Contract 2023-6E).

**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 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
2023 AQUEDUCT REPAIRS - CENTRAL STREET  
Contract No 2023-6E**

**FORM OF AGREEMENT**

This Agreement, made (in triplicate) this 11th day of April in the year 2023, by and between  
Steel Speed Civil Inc., hereinafter called the "**Contractor**",

AND

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

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

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

**2023 AQUEDUCT REPAIRS - CENTRAL STREET  
Contract No 2023-6E**

which have been signed in triplicate by both parties and which were prepared by **TULLOCH** acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. 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 Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units 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, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their 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. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.
8. All communications in writing between the Owner, the Contractor and the Contract Administrator 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 Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

**Owner:** The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

**The Contractor:** Steel Speed Civil Inc.  
487 Gran Street  
Sault Ste Marie, Ontario  
P6A 5K9

**The Contract Administrator:** TULLOCH  
71 Black Road, Unit 8  
Sault Ste Marie, Ontario  
P6B 0A3

**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 –MATTHEW SHOEMAKER

---

SIGNATURE

MUNICIPAL CLERK – RACHEL TYCZINSKI

---

SIGNATURE

**STEEL SPEED CIVIL INC.**

---

SIGNATURE

NAME: \_\_\_\_\_

I have authority to bind the corporation

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2023-55

**PROPERTY SALE:** A by-law to declare the City owned property legally described as PT PIN 31609-0384 (LT) specifically the four (4) acre parcel identified in Schedule "A" as surplus to the City's needs and to authorize the disposition of the said property to Vector Freight Systems Inc. or as otherwise directed.

**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. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Vector Freight Systems Inc. or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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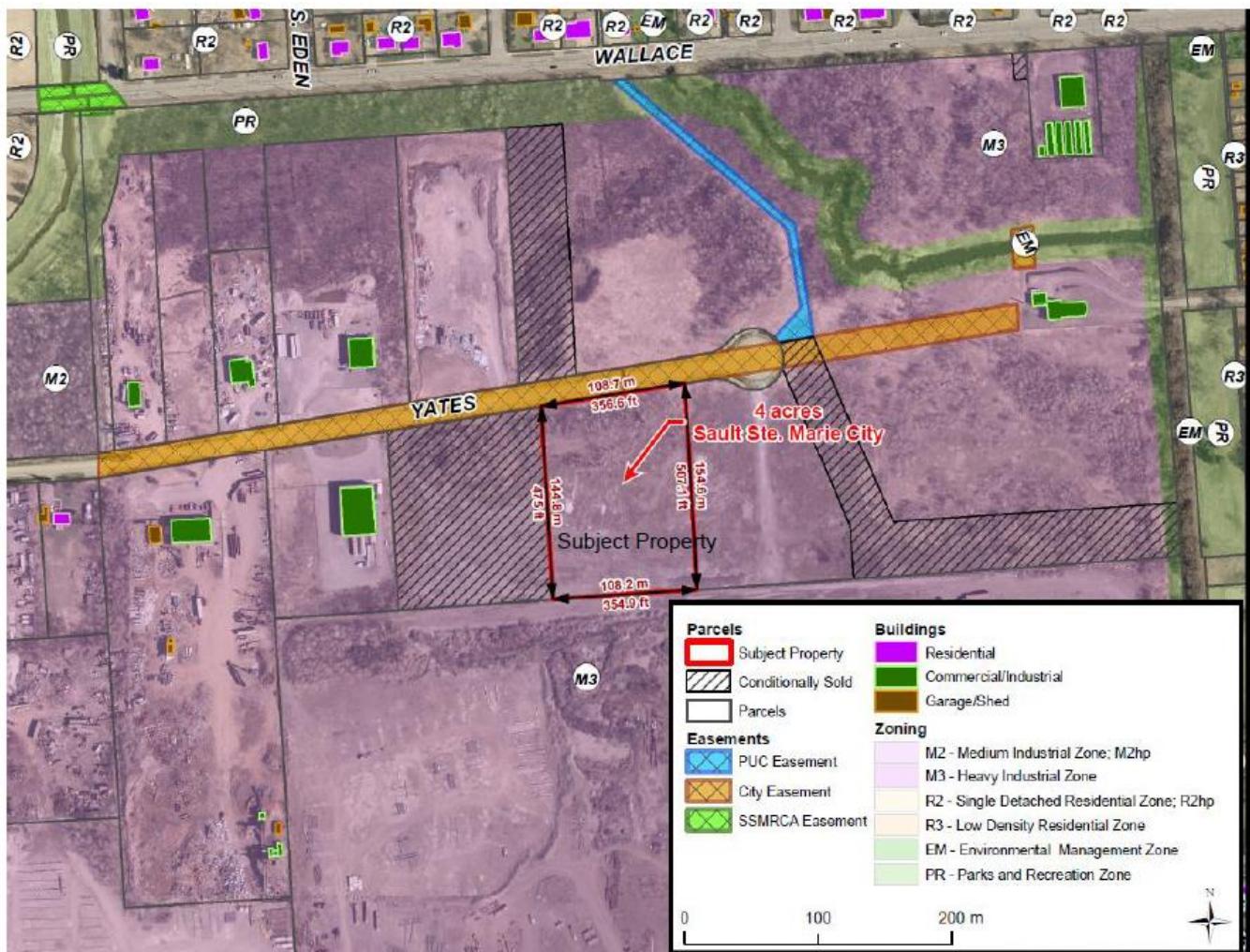
**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE "A" TO BY-LAW 2023-55

PURCHASER: VECTOR FREIGHT SYSTEMS INC.

LEGAL DESCRIPTION: Part PIN: 31609-0384 (LT) PART OF SECTION 34 KORAH, specifically the four (4) acre parcel marked as Subject Property

CONSIDERATION: TWO HUNDRED THOUSAND (\$200,000) DOLLARS



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-56**

**AGREEMENT:** A by-law to authorize the execution of the Letter of Agreement between the City and His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program 2022-23.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 11, 2023 between the City and His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Dedicated Gas Tax Funds for Public Transportation Program 2022-23.

**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 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

### Ministry of Transportation

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

### Ministère des Transports

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



February 24, 2023

107-2023-555

Mayor Matthew Shoemaker  
City of Sault Ste. Marie  
99 Foster Drive, PO Box 580  
Sault Ste. Marie ON P6A 5X6

Dear Mayor Shoemaker:

### RE: Dedicated Gas Tax Funds for Public Transportation Program

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This Letter of Agreement between the **City of Sault Ste. Marie** (the “Municipality”) and His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the “Ministry”), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the “Program”). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario’s transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2022-23 Guidelines and Requirements (the “guidelines and requirements”).

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$1,191,424** (“the “Maximum Funds”) in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$893,568**; and any remaining payment(s) will be provided thereafter.

.../3

3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2022-23 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print and secure the required signatures, and then deliver a fully signed pdf copy to the Ministry at the email account below. Subject to the province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account:

[MTO-PGT@ontario.ca](mailto:MTO-PGT@ontario.ca)

Sincerely,



Caroline Mulroney  
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

**Municipality**

April 11, 2023

Date

Name (print): Matthew Shoemaker  
Title (head of council or  
authorized delegate): Mayor

I have authority to bind the Municipality.

April 11, 2023

Date:

Name (print): Rachel Tyczinski  
Title (clerk or authorized delegate): Clerk

I have authority to bind the Municipality.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-57**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and Intact Public Entities for claim handling procedures for Policy No. CP83590.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 11, 2023 between the City and Intact Public Entities for Policy No. CP83590, a copy of which is attached as Schedule "A" hereto. This Agreement is for claim handling procedures.

**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 11th day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

# Schedule "A"

## Claim Handling Agreement

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This agreement is by and between Intact Public Entities ("IPE") and

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

This Agreement pertains to the following Policy Numbers:

CP83590

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### PURPOSE

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- To formally set the basis upon which the "Insured" is permitted to respond to claims against the "Insured" that normally would be reported to and handled by "IPE"
- To streamline the administration of claims which are within the Insured's deductible
- To ensure all claims are handled effectively and appropriately
- To reduce the cost of claims handling
- To ensure all arms-length expenses incurred by the "Insured" on internally handled claims matters are tracked accurately and completely
- To provide an early warning system for claims that may exceed the Policy deductible

For clarity, nothing in this agreement is intended to negate or supersede the conditions of the Policy, referenced above.

### BACKGROUND

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Whereas reporting conditions and requirements are present in and form part of the policies of insurance issued to the "Insured" by "IPE"; and

whereas the "Insured" wishes to handle and respond to certain claims against the "Insured" internally; and

whereas "IPE" authorizes the "Insured" to respond to certain claims against the "Insured" internally subject to the terms of this agreement; and

whereas this agreement is intended to remain in force until all claims handled by the Insured and covered by the policies of insurance issued by IPE are resolved, therefore, the "Insured" agrees to the following terms and conditions.

### REPORTING REQUIREMENT

---

The "Insured" shall immediately report to "IPE", despite the insured not bearing any liability, any claim that:

- is expected to reach a total incurred (Reserves + Payments) value in excess of 50% of the policy deductible or,
- is the type of claim set out below, or
- triggers coverage under a Claims Made wording

Notwithstanding the reporting requirement above, and irrespective of whether the Insured bears any liability for a claim, the "Insured" shall **immediately** report to "IPE" any claim that is the type of claim set out below:

- Fatalities
- Brain damage resulting in mental or physical impairment
- Injuries resulting in total or partial paralysis
- Third degree burns (10% of body) or second-degree burns (30% of body)
- Impairment of vision or hearing (50% or more)
- Massive internal injuries affecting internal body organ(s)
- Multiple fractures involving more than one member or significant shortening of limbs
- Fracture of both heel bones
- Any injuries requiring surgical intervention which require a hospital stay of greater than 24 hours for recovery
- Total disability of more than 6 months, regardless of injury
- Multiple cases of drug or vaccine reaction
- Class action suits
- Claims in Excess of Policy Deductible
- Pollution, environmental or contamination
- Catastrophic Accident Benefit Claims
- Sexual abuse, molestation, rape, sexual harassment
- Employment-related practices claims including but not limited to discrimination, harassment, or termination of employment

The "Insured" shall immediately report such claim to "IPE" and "IPE" may elect to assume handling of any claim that is reportable.

If at any time a claim is not reported to "IPE" that otherwise should have been as per the above criteria or "IPE" requests a claim be reported which subsequently is not, and this failure to report results in prejudice for "IPE", "IPE" reserves the right to deny cover as may be outlined under the Policy.

When claims are reported to "IPE", any commitments made by the "Insured" are subject to review and ratification by "IPE", with such review based on economic and/or strategic rationale. For clarity, subject to the foregoing, "IPE" may exercise its right to engage alternative service providers than those the "Insured" has assigned.

## **TRACKING**

Further to the Regular Reporting section above, the "Insured" shall maintain a claims reporting and tracking system on which all claims will be entered. An up-to-date claims loss bordereaux of all claims handled by the "Insured" must be forwarded to "IPE" on a quarterly or as requested by "IPE". The bordereaux shall include, at minimum, the following data elements:

- Date Claim Reported
- Claims Reference
- Date of loss
- Loss Description inclusive of injuries and or property damage details
- Claim Status (open / closed / reopened)
- Financials
  - Reserve - Indemnity
  - Reserve – Expense
  - Paid –Indemnity
  - Paid – Expense
  - Total Incurred

The "Insured" shall continue to provide the above noted bordereaux until such time that there are no longer any open "IPE" claims being handled internally.

## **EXPENSES**

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Arms-length expenses will include the following:

- Defense legal
- Third Party and In-House Adjusting
- Investigation
- Experts

Arms-length expenses will not include salaries for "Insured" personnel, administrative or overhead expenses not related to those expenses outlined above.

## **AUDIT**

---

"IPE" shall have the right to audit claims handled by the "Insured", under this Claims Handling Agreement, on the provision of reasonable notice. The results of all audits will be shared with the "Insured".

The audit will address proper documentation to support coverage, liability and quantum, claim handling quality, reserve timeliness, settlement level appropriateness, quality of defense and adherence to this agreement.

"IPE" shall have the right to audit claims handled by the "Insured" under this Claim Handling Agreement until all claims handled by the "Insured" and covered by "IPE" are resolved; regardless of whether "IPE" continues to issue policies on behalf of the "Insured".

## **THE POLICY**

---

This Agreement shall be construed in accordance with the terms, conditions and provisions of the Policy referred to above. In the event of any ambiguity, conflict or disagreement relating to the contents of this Agreement, it is understood by the parties that the Policy terms prevail at all times.

## **TERMINATION**

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The insured shall be given written notice of any non-compliance with this agreement and given reasonable opportunity (at least 90 days, or as otherwise agreed between the parties) to take corrective action ("Correction Period").

If, after the "Correction Period", the insured continues not to meet the terms of this agreement, "IPE" reserves the right to terminate this agreement and assume carriage of all or some of the "Insured's" claims.

We the undersigned have the authority to execute this agreement.

Sault Ste. Marie ON                                  Dated at \_\_\_\_\_ the 11th day of April, 2023

The Incorporation of the City of Sault Ste. Marie

(The Insured)

Rachel Tyczinski - City Clerk

Name and Title of Authorized Representative

Mayor Matthew Shoemaker

Signature of Authorized Representative

We the undersigned have the authority to execute this agreement.

Dated at Sault Ste. Marie ON the 11th day of April, 2023

The Incorporation of the City of Sault Ste. Marie  
    
**(The Insured)**

Rachel Tyczinski - City Clerk

Name and Title of Authorized Representative

    
Signature of Authorized Representative

**Intact Public Entities**

Josie Pachis, Vice President Claims  
Name and Title of Authorized Representative

    
Signature of Authorized Representative

Sault Ste. Marie ON         11th

The Incorporation of the City of Sault Ste. Marie

Rachel Tyczinski - City Clerk

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2023-58

**STREETS:** A by-law to amend By-law 2008-131 being a by-law respecting streets and related matters.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of subsection 10(2) *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

### **AMENDMENT TO STREETS BY-LAW 2008-131**

1. The following is added into **SECTION 7 PROJECTIONS INTO STREETS** as a new **Section 7 Subsection (14)**:

**"(14) Outdoor Merchandise Display on Sidewalks in the Defined Downtown**

Notwithstanding other provisions of this By-law, merchandise may be placed upon municipal sidewalks in front of a business located in the Defined Downtown, without an encroachment agreement, only if a person doing so adheres to the following conditions:

- (a) The merchandise display shall only occupy space in front of the premises (i.e. sidewalk and/or boulevard) where the business operates, and shall not extend past the [side edge of the] business's building frontage.
- (b) The merchandise display only contains merchandise customarily sold by the business it's placed before.
- (c) The merchandise display must be entirely removed at the end of the business day.
- (d) A 1.5 m wide unobstructed pedestrian path of travel shall be maintained on the sidewalk.
- (e) The merchandise display shall not be placed within 1.5 m of a driveway or laneway.
- (f) The merchandise display shall not be placed within 0.75 m of the back of curb.
- (g) The merchandise display shall not be placed between November 1 and April 30, inclusive.
- (h) The merchandise display shall not be placed in a defined sight triangle or in a manner which impedes the necessary view of a pedestrian, cyclist or motorist.

- (i) The merchandise display may be removed at the City's sole discretion and not replaced based on, but not limited to, safety concerns or required street maintenance."
2. The following is added into **SECTION 7 PROJECTIONS INTO STREETS** as a new **Section 7 Subsection (15)**:

**"(15) Indemnification – awning, street furnishing, and merchandise displays**

Any person in control of an awning pursuant to section 7(13), a street furnishing pursuant to section 7(13), or a merchandise display pursuant to section 7(14), agrees by way of doing so, to indemnify and save harmless the Corporation from all claims, demands, loss, costs, charges and expenses from which the Corporation may sustain, incur or be liable for in consequence of the erection or maintenance the aforesaid items."

3. **REPEAL BY-LAW 2023-14**

By-law 2023-14 is hereby repealed.

4. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

**PASSED** in open Council this 11th day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2023-59**

**ENGINEERING:** A by-law to authorize the execution of the Contract between the City and Ontario Concrete Finishing (SOO) Ltd. for improvements to the front entrance to the Civic Centre (Contract 2022-18E).

**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 April 11, 2023 between the City and Ontario Concrete Finishing (SOO) Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for improvements to the front entrance to the Civic Centre (Contract 2022-18E).

**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 11<sup>th</sup> day of April, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## Schedule A

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on 11 day of April in the year 2023 .  
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

Ontario Concrete Finishing (SOO) 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 (insert below the description or title of the Work)  
Civic Centre Exterior Entrance Upgrades

located at (insert below the Place of the Work)

99 Foster Drive, Sault Ste. Marie

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

TULLOCH Engineering Inc.

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 1st day of May in the year 2023 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover, by the 31st day of December in the year 2023 .

#### 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 bid 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
- General Conditions

\*

Section 00100 Instruction to Bidders .....	4
Section 00700 General Conditions (CCDC2-2020) .....	28
Section 00700-1 Insurance Requirements (CCDC 41) .....	1
Section 00701 Supplementary General Conditions .....	9
Section 01005 General Instructions .....	4
Section 01500 Temporary Facilities .....	2
Section 01100 Summary of Work .....	3
Section 011400 Work Restrictions .....	2
Section 012310 Alternatives .....	2
Section 013119 Project Meetings .....	3
Section 013216 Project Schedule .....	3
Section 013300 Submittal Procedures .....	4
Section 015200 Construction Facilities .....	3
Section 015600 Temporary Barriers and Enclosures .....	2
Section 017411 Cleaning .....	3
Section 017421 Construction/Demolition Waste Management and Disposal .....	2
Section 017700 Closeout Procedures .....	2
Section 017800 Closeout Submittals .....	1
<b>GENERAL REQUIREMENTS</b>	
Tender Submission Form .....	7
Schedule of Items and Prices .....	5
<b>SPECIFICATIONS</b>	
021499 Demolition for Minor Works .....	3
02222 Demolition and Removals .....	4
03100 Concrete Forming and Accessories .....	6
03200 Concrete Reinforcement.....	2
03300 Cast in Place Concrete.....	13
03350 Concrete Finishing.....	3
03390 Concrete Curing.....	2
03392 Concrete Admixtures.....	3
04050 Mortar and Masonry Grout.....	5
04080 Masonry Anchorage and Reinforcement.....	4
04220 Concrete Masonry Units.....	1
05120 Structural Steel.....	6
05122 Structural Steel for Buildings.....	14
05310 Steel Decking.....	7
05500 Metal Fabrications.....	4
06101 Rough Carpentry.....	4
06114 Wood Blocking and Curbing.....	3
06200 Finish Carpentry.....	4
07120 Bituminous Dampproofing.....	3
07160 Sheet Vapor Barriers.....	2
07216 Foamed In Place Insulation.....	2
07421 Exterior Metal Composite Wall Panels .....	11
07540 PVC Fully Adhered Roof.....	16
07840 Fire Stopping and Smoke Seals .....	3
07900 Joint Sealers.....	5
07910 Joint Sealers.Colour.....	1
08110 Steel Doors and Frames.....	7
08710 Finish Door Hardware.....	5
08800 Glass and Glazing.....	5
08920 Lourves.....	3
09110 Non-Load Bearing Wall.....	2
09250 Gypsum Board.....	4
09310 Ceramic and Porcelain Tile.....	5
09911 Interior Painting.....	12
14240 Hydraulic Passenger Elevators.....	15
<b>DRAWINGS</b>	
TULLOCH – Structural .....	22
MET Energy Systems – Mechanical and Electrical.....	4
DEA – Architectural .....	3

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical 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; time schedule)

## **ARTICLE A-4 CONTRACT PRICE**

- 4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Three Million, Nine Hundred and Thirteen Thousand, Two Hundred and Sixteen Dollars and Fifty Six Cents /100 dollars \$ 3,913,216.56

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

Five Hundred and Eight Thousand, Seven Hundred and Eighteen Dollars and Fifteen Cents /100 dollars \$ 508,718.15

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

Four Million, Four Hundred and Twenty One Thousand, Nine Hundred and Thirty Four Dollars and Seventy One Cents /100 dollars \$ 4,421,934.71

- 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 *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, 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* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .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 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, 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  
*(Insert name of chartered lending institution whose prime rate is to be used)*

Canadian Imperial Bank of Commerce  
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 5.2.1 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.

- 6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

- 6.3 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 will 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* will be deemed to have been received on the *Working Day* next following such day.

- 6.4 A *Notice in Writing* sent by any form of electronic communication will 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 will 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.

- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

**Owner**

The Corporation of the City of Sault Ste. Marie

*name of Owner\**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

*address*

*email address*

**Contractor**

Ontario Concrete Finishing (SOO) Ltd.

*name of Contractor\**

1191 Great Northern Road, Sault Ste. Marie, Ontario, P6B 0B9

*address*

adam@ontarioconcrete.com

*email address*

**Consultant**

TULLOCH Engineering Inc.

*name of Consultant\**

71 Black Road, Unit 8, Sault Ste. Marie, ON P6B 0A3

*address*

dan.moody@tulloch.ca

*email address*

\* If it is intended that a specific individual must receive the notice, 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

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*name of Owner*

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*signature*

Rachel Tyczinski, City Clerk

*name of person signing*

**WITNESS**

Matthew Shoemaker, Mayor

*name and title of person signing*

**CONTRACTOR**

Ontario Concrete Finishing (SOO) Ltd.

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*name of Contractor*

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*signature*

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*signature*

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*name of person signing*

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*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*.

### **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*.

### **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.

### **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*.

### **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*.

### **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.

### **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.

### **Contract Price**

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

### **Contract Time**

The *Contract Time* is the time from commencement of the *Work* to the date of Ready-for-Takeover as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

### **Contractor**

The *Contractor* is the person or entity identified as such in the Agreement.

### **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.

### **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.

### **Owner**

The *Owner* is the person or entity identified as such in the Agreement.

### **Other Contractor**

*Other Contractor* means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

### **Payment Legislation**

*Payment Legislation* means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

### **Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

### **Product**

*Product or Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

**Ready-for-Takeover**

*Ready-for-Takeover* shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

**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*.

**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*.

**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*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*.

**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*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

**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*.

**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 tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*.

**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*.